



AGENDA
PURCELLVILLE TOWN COUNCIL REGULAR MEETING
JULY 25, 2017, 7:00 PM
TOWN HALL COUNCIL CHAMBERS

- 1. CALL TO ORDER OF REGULAR MEETING** (Mayor Fraser)
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** (Mayor Fraser)
- 4. SUMMARY OF MOTIONS** (*provided separately*)
- 5. AGENDA AMENDMENTS/APPROVAL** (Town Council and Staff)
- 6. PROCLAMATIONS/RECOGNITIONS** (Town Council)
 - a. Recognition – Loudoun Valley High Schools Boys Track Team, 4A State Champions
 - b. Recognition – Purcellville Police Dept. for Achieving Re-Accreditation Through the Virginia Law Enforcement Professional Standards Commission (Chief Lou Battle, Warrenton Police Dept./VA Law Enforcement Professional Standards Commission)
- 7. PUBLIC HEARINGS**
 - a. None
- 8. PRESENTATIONS**
 - a. Vendor Rate Analysis and Long Range Planning (Don Winger, Capital Objects, Inc.) (*20 mins.*)
- 9. CITIZEN/BUSINESS COMMENTS** (Mayor Fraser)
(All citizens who wish to speak will be given an opportunity. 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. MAYOR AND COUNCIL COMMENTS** (Mayor Fraser)
- 11. DISCUSSION/INFORMATIONAL ITEMS**
 - a. Public Safety Reports
 - i. Purcellville Volunteer Rescue Squad (Aaron Kahn, President)
 - ii. Purcellville Volunteer Fire Company (Brad Quin, President)
 - iii. Purcellville Police Citizens Support Team (James Taylor, President/Dawn Mabe, Vice President) (pg. 3)
 - iv. Purcellville Police Department (Lt. Joe Schroeck/Chief C. McAlister) (pgs. 5-7)

- b. Public Works Monthly Operations Report (A. Vanegas/D. Lehnig) (pgs. 9-23)
- c. Economic Development Report (P. Sullivan) (pgs. 25-35)
- d. Personnel Update (D. Davis) (pgs. 37-39)
- e. West End Pump Station and the Ball Property (A. Vanegas/D. Lehnig) (pgs. 41-43)
- f. Tree Removal/Replacement in Hirst Farm (J. Didawick/A. Vanegas)(pgs. 45-51)
- g. Advertising Opportunities for 2018 Official Loudoun Visitors Guide (A. Vanegas) (pgs. 53-59)

12. ACTION ITEMS

- a. All-Way Stop Consideration at Nursery Ave./32nd Street* (A. Vanegas) (pgs. 61-69) (Motions pg. 63)
- b. Resolution to Approve Refunding of Certain Debt Through Direct Bank Loan – Series 2017A* (D. Davis/L. Krens) (pgs. 71- 85) (Motions pg. 72)
- c. Resolution to Approve Refunding of Certain Debt Through Public Sale – Series 2017B* (D. Davis/L. Krens) (pgs. 87- 158) (Motions pg. 88)
- d. Approval of Request for Proposal (RFP) Document for Management of Fireman’s Field Complex* (D. Davis/K. Elgin) (pgs. 159-184) (Motions pg. 161)

13. DISCUSSION OF ITEMS PROPOSED FOR FUTURE PRESENTATIONS / RECOGNITION

- a. Proclamation Request – Fred E. Drummond, Jr. (Mayor Fraser) (pgs. 185-188)

14. APPROVAL OF MEETING MINUTES

- a. July 11, 2017 Town Council Regular Meeting (pgs. 189-210) (Motions pg. 189)

15. CLOSED MEETING (pgs. 211-213)

The purpose of the closed meeting is to discuss the contractor in charge of the Town Hall renovation.

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.



STAFF REPORT

PURCELLVILLE CITIZENS SUPPORT TEAM

Item 11.a.iii.

SUBJECT: Purcellville Citizens Support Team

DATE OF MEETING: July 25, 2017

SUMMARY AND RECOMMENDATIONS:

The following is a list of events in which the support team assisted since the last report of June 27, 2017.

1. Monthly meeting to be held July 19th.
2. June 25th - Barrel train at Stephens City from 10am-3pm for non-profit fun day.
3. June 25th – Barrel train at Purcellville Baptist church from 4 pm – 8 pm for Community Day.
4. July 4th Parade – traffic control.
5. July 15th – Wine/Food Festival – crowd control.

President – Dawn Mabe

Vice-President – James Taylor

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STAFF REPORT
INFORMATIONAL ITEM

Item #11.a.iv.

SUBJECT: PPD Stats-June 2017

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Cynthia McAlister Joseph Schroeck
Chief Lieutenant

SUMMARY and RECOMMENDATIONS:

Statistics for June 2017

BACKGROUND:

This monthly report provides an overview of criminal activity within the Town of Purcellville. The report outlines the previous month's crime activity, with comparisons to the same time frame of the previous year. Also provided are clearance numbers for arrests.

Productivity information includes: calls for service, officer initiated activity, reports written, vehicular crashes handled, and hours' town patrolled by single officer. Also included is traffic citation data. This data assists the police department in developing strategies in combating crime, and maintaining the highest quality of life possible for residents and visitors within the town.

ISSUES:

N/A

BUDGET IMPACT:

"There is no budget impact with this item."

MOTION(S):

N/A

ATTACHMENT(S):

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This monthly report provides an overview of criminal activity within the Town of Purcellville. The report outlines the previous month's crime activity, with comparisons to the same time frame of the previous year. Also provided are clearance numbers for arrests.

Productivity information includes: calls for service, officer initiated activity, reports written, vehicular crashes handled, and the hours the town was patrolled by a single officer. Also included is traffic citation data. This data assists the police department in developing strategies in combating crime, and maintaining the highest quality of life possible for residents and visitors within the town.

Respectfully submitted - Cynthia McAlister, Chief of Police

Crime Stats IBR Group A & B Offenses

Group	Offense	JUNE-17	JUNE-16	YTD 2017	YTD 2016
A	ASSAULT	0	1	4	2
	SIMPLE ASSAULT	0	1	5	10
	DEST. OF PROPERTY	9	3	31	21
	NARC. RELATED	0	12	13	32
	AUTO THEFT	0	0	2	1
	BURGLARY	1	1	2	3
	LARCENY	10	2	35	17
	FRAUD*	3	3	20	10
	WEAPON VIOLATIONS	1	0	1	2
	Total Group A Offenses	24	23	113	98
B	CURFEW/VAGRANCY	0	0	0	3
	DIP	2	3	7	9
	DIS. CONDUCT	9	2	10	11
	DUI	2	3	12	19
	LIQUOR LAW VIOL.	0	5	3	6
	RUNAWAY	1	0	7	1
	FAMILY OFFENSES*	1	1	16	18
	TRESPASSING	2	1	2	10
Total Group B Offenses	8	15	57	77	
TOTALS		32	38	170	175

* Offenses data not previously pulled from new RMS system.

Arrests by Arrest Type

Arrest Type	June-17	June-16	YTD17	YTD16
O - On-view	3	n/a	24	n/a
S – Summoned/Cited	0	n/a	7	n/a
T - Taken Into Custody	3	n/a	13*	n/a
TOTAL ARRESTS	6	13	44	67

*Detailed historic records data is not broken down the same way current data is recorded. Therefore, data in 2016 is merged to one number only.

*Discrepancy due to case resubmission and delay in communication between server & system.

Productivity Information

Type of Activity	May-17	June-17
Calls for Service	209	238
Officer Initiated Activity	972	884
Reports Written	49	64
Crashes	22	17
Solo Hours	124	88

*Detailed historic records data is not available for above details.

Traffic Citations by Type

Citation Type	June-17	June-16
Citation	121	99
Parking Ticket	9	n/a
Warning	43	n/a
TOTALS	173	99

*Parking tickets were not tracked separately and warnings were not tracked in 2016.

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STAFF REPORT
INFORMATIONAL ITEM

Item #11b

SUBJECT: Public Work Monthly Operations Report

DATE OF MEETING: July 25, 2017

STAFF CONTACT: Alex Vanegas, CPM, Interim Town Manager
Dale Lehnig, P.E., Public Works Director

SUMMARY and RECOMMENDATIONS:

Attached for your review are the Monthly Operations Reports for the four divisions of Public Works: Engineering & Capital Projects, Street & Utility Maintenance, Water Production and Water Reclamation. The enclosed reports are for the month of June 2017. Should you have any questions or desire any further clarification please let us know.

ATTACHMENT(S):

- Engineering & Capital Improvements, Street & Utility Maintenance, Water Production and Water Reclamation Monthly Operations Reports.

Capital Projects & Engineering Department Update

6/30/2017

Town Projects Summary – Table A

Plan Reviews & Private Projects – Table B

Inspections Summary for June 2017

Site Plans & Subdivisions	
	Mayfair Residential Subdivision: residential building construction and infrastructure for Phase 3 is ongoing. Homes are being constructed in all phases of this residential subdivision. 15 water meter crock inspections, 22 occupancy inspections.
	Mayfair Industrial Subdivision: no activity
	Suntrust Bank, water and sewer service inspection, site inspection
	Townwide concrete repairs. Trip and fall hazard removal, Burnleigh Court, Glenmeade Circle
	Catoctin Corner, onsite. Grading, storm sewer, sanitary sewer and waterline installation is on-going, also curb and gutter installation. Daily site inspections.
	Dragon Yong In. Daily site inspections.
	Browning Court, Lot 1. Daily site inspections
Other inspections	Monthly manhole inspections (5 specific manholes, with known issues, each month)
Right-of-way Permits	1 final inspection, issues found.
Water Meter Inspections (before installation)	15
Occupancy Permit Inspections (site)	22 residential (Mayfair) Top Coat Nail salon
Complaint investigation	530 Nursery Ave., drainage question
Backflow prevention and cross connection control	Followup with multiple businesses that had not turned in the testing results for backflow prevention devices Training for testing backflow prevention devices (with town staff member)

Business Utility Forms, reviews/approvals – 1; information sent in response to 1 inquiry (Dragon Hops)

Right-of-way Permits, reviews/approvals – information sent in response to 1 inquiry (425 East E Street)

Education & Training –

Joshua Goff & Derek Copeland – in house training for backflow prevention device testing

TABLE A TOWN PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS	
CONSTRUCTION AND CAPITAL PROJECTS				
32nd and A Street Improvements UPC 107080	Proposed roundabout. Revenue Sharing grant, 50-50 split VDOT and Town	Purchase Order approved for AMT to design intersection improvements at 32nd and A Street. Kickoff meeting with AMT (design eng) April 6. Survey work completed April 26; design underway. Preliminary geometric plans received 6/1/2017. 30% plans received 7/7/2017.	30% plans under review by Town Staff.	
Allder School Road watermain replacement	Replace existing small diameter watermain, in house work.	VDOT land use permit submitted. Staff met with VDOT 4/25/17. Design plans received from Painter Lewis (design eng) 4/20/2017. Reviewed by Town and VDOT, changes requested 5/3/2017 (to Painter Lewis). Final plans received 5/9/2017. VDOT LUP received 6/16/2017. Preconstruction meeting held 6/29/2017. Constuction beginning 7/10/2017.	Begin construction Monday 7/10/2017 (town forces).	
Fireman's Field Picnic Shelter	Replacement of the picnic shelter that was removed in 2016 due to its poor condition.	Purchase Order issued for picnic shelter (Cedar Forest Products). Roof color selected (evergreen), final drawings approved. Coordination with Dominion VA Power for new service. Purchase Order issued for UG service from S. 20th Street. . Coordination with Beckstrom for meter base installation. New electric service installed and activated. Slab design by Painter Lewis PLC received, reviewed & finalized. RFQ sent to contractors May 3, 2017. RFQ's received 5/16, and reviewed. Pine Knoll Construction is low bid. checked references, reviewed certificate of insurance. Contract has been signed.	Begin construction. Pavilion materials are expected to be delivered by July 24, 2017. Contractor expected to begin work on July 17, 2017 with completion in August.	
Guardrail Replacement, various locations in Town UPC 108693	Replacement of damaged or non-compliant guardrail at various locations in Town	Purchase Order for MAKCO, Inc. for various locations for repair, through Charlottesville cooperative procurement. Guardrail repairs by MAKCO complete (N. Maple Ave, Bill Druhan Blvd., N. 21st Street) Quotes obtained from Long Fence (through Herndon cooperative procurement). Guardrail work completed June 30, 2017.	Complete final paperwork.	
Hirst Farm Pond Retrofit	Retrofit Hirst Farm pond for water quality benefits. Stormwater Local Assistance Funding, 50-50 split with Town.	Engineering design proposal has been reviewed. PO issued for initial survey work. Survey work complete, wetlands delineation complete and report received by Town. Met with Loudoun County to discuss possible funding assistance. County will provide \$\$ assistance to Town. MOU required (in attorney hands). Purchase Order issued to continue design work. Geotechnical investigation complete, 30% plan design is underway. Concept plan and geotechnical report received 6/15/2017. Under review by Town Staff.	Attorneys for Town and County need to prepare a Memorandum of Understanding with County regarding funding that County will contribute. No change. Town staff to review concept plan.	

TABLE A TOWN PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS	
Hirst Road Safety Improvements UPC 101305	Improvements along Hirst Road from Hatcher Avenue to Hillsboro Road (Route 690). Includes guardrail and shoulder improvements, upgrade pedestrian ramps, new signs and markings. Funding is revenue sharing, 50-50 split VDOT and Town.	Agreement with VDOT for RS project has been executed. Town has met with Kimley Horn Associates (KHA) to clarify scope for the project. Met with VDOT for project scoping. Received final proposal from KHA. TC approved moving forward with design; purchase order issued for design services. Guardrail assessment by KHA completed and received by Town. Reviwed and comments sent. Staff met with KHA April 26 for update. Concept plan is under design. Requisition sent to VDOT. 30% preliminary plans submitted to VDOT & Town.	Town staff to review 30% design plans, await VDOT comments.	
Main Street and Maple Avenue Safety Improvements UPC 70578	Sidewalk to connect Main Street to McDonald's sidewalk, mid-block cross walk at approx. 550 E. Main Street.	60% plans complete, VDOT review. Environmental forms complete and submitted to VDOT. Notice of Willingness posted, also sent to affected property owners. Plats and ROW plans sent to VDOT for ROW authorization phase 4/28/2017. Comments received from VDOT. ROW phase resubmission to VDOT 5/25/2017. QA comments received from VDOT 6/6/2017. Requisition sent to NVTA. VDOT comments received and response from KHA sent to VDOT 6/19/2017.	Awaiting authorization from VDOT to proceed with ROW phase. Prepare documents for temporary easements. Town will meet with KHA 6/13/2017.	
North Maple Avenue Water Main Replacement 12	Replacement of the existing 6-inch water main with a new 12-inch water main in Maple Avenue, Main Street to the W&OD Trail. Water main has had multiple breaks in the past.	100% plans are complete. Bids in 2012 exceeded budget, all bids rejected. TC meeting 2/28/2017: TC agreed to approve award of contract with Michael Baker International (MBI) for updated design, and \$100,000 for construction in FY2017. PO issued to MBI. Staff met with MBI 3/9 to go over suggested revisions to plans. Field survey completed; engineer is working on plan revisions and contract documents. Plans completed, project advertised, bids opened. Jefferson Asphalt Construction was apparent low bidder. Staff recommendation to award contract will be presented to TC 6/13/2017. TC approved. Applied for VDOT LUP and Loudoun County grading permit. VDOT LUP received 7/5/2017, pink grading permit received 7/7/2017. Preconstruction meeting 6/29/2017. Notice to Proceed issued 7/7/2017. Construction to begin 7/10/2017.	Construction to begin 7/10/2017.	
Nursery Avenue Improvements UPC 105581	sidewalk , curb and gutter, stormwater collection and conveyance from the "teardrop" (20th Street) to the stream approx. 370 feet south of J Street. Funding is Revenue Sharing, 50-50 split Town and VDOT.	ATCS approved by Town Council to move forward with 100% design plans. Received Contract and Certificate of Insurance (COI). Purchase order issued, kickoff meeting held. Traffic counts conducted week of 1/27-2/3/2017. VDOT comments on 30% plans received. Design waiver (for sidewalk buffer strip width) approved by VDOT. Planning for public meeting; Public informational meeting held 6/7/2017. Any comments were requested by July 7, 2017. Some comments were received and forwarded to engineer for review; discussion with Town Staff will occur July. Requisitions sent to VDOT and NVTA.	Incorporate stakeholders concerns into plans. Town review of 90% plans. No change.	

TABLE A TOWN PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS	
Townwide concrete repairs	repair of concrete sidewalks townwide	Pilot area (Burleigh Court) for removing possible trip hazards through planing concrete edges. Work completed end of April.	Consider additional areas for this process. No change. Remove from agenda until further work defined.	
RECURRING PROJECTS AND TASKS				
GIS updates - water layer	As needed, updates to GIS for water main, water meters, hydrants. Based on as-built drawings for new construction, but also staff obtained points for existing features.	Staff is collecting water meter location points, engineering is adding to GIS layer. Downloaded features, points from GPS information collected by Town Staff. To date, Town has added 1158 meter locations.	Update layers as needed.	
GIS updates - sanitary sewer layer	As needed, updates to GIS for sanitary sewer main, laterals, cleanouts. Based on as-built drawings for new construction, but also staff obtained points for existing features.	Staff is collecting cleanout location points, engineering is adding to GIS layer. Investigated areas where the mapping is possibly incorrect (areas noted when creating flow direction mapping). To date, Town has added 605 cleanouts.	Update layers as needed.	
GIS updates - storm sewer layer	As needed, updates to GIS for storm sewer main, inlets, culverts. Based on as-built drawings for new construction.	J Street drainage improvements needs to be added to GIS.	Update layers as needed.	
GIS updates - signs layer	As needed, updates to GIS for sign layer.	Created new sign layer. Downloaded features, points from GPS information collected by Town Staff. To date, 269 sign points added.	Continuing to update sign layer with information collected by town maintenance staff.	
GPS unit	As needed, updates to mapping or software.	Updated GPS map and installed updated map on GPS unit. Maintenance contract renewal.	Updates as needed.	
Map creation as requested	Create maps for presentations, web postings, reports, permit applications, etc. as needed			
Title/easement research as requested	Research easements and title information.	Carver Center signage along S. 20th Street. Researched easements, previous permits, property boundaries Trail maintenance responsibility along A Street (both Locust Grove and Hirst Farm) Road access easement on Keane property (Cooper Springs) Tree easement on 305 Daffodil Court West Main Street sanitary sewer easements		

TABLE A TOWN PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS	
Unidirectional Flushing (UDF) Program	The unidirectional flushing program serves to flush the water main. This program is generally implemented every other year.	The flushing commenced in March/April 2016, but the full program was not completed. Town staff met with MBI to request minor revisions to UDF for this year, and to request other revisions for future years. Reviewed, updated and printed UDF mapping documents. Inspections staff is assisted with valve exercising in advance of UDF. UDF began April 2, 2017.	UDF is completed for 2017. Updates to maps are still needed for future UDF programs. Staff to meet to go over any issues noted during flushing.	
Backflow and Cross Connection Control Program	State regulations require the Town to collect inspection reports on testable backflow prevention devices. This is done annually. In 2017, letters were mailed to those with testable devices, requiring the inspection reports. A courtesy letter was mailed to those with non-testable devices that were more than 5 years old.	Letters for 2017 mailed out in May 1, 2017. 141 letters mailed (99 locations with known testable devices, 42 courtesy letters for devices >5 years old. A second and third reminder letter was mailed on May 15, and June 7. Final letters sent to 3 unresponsive businesses; letters reminding 3 businesses of failed test results sent 7/11/2017.	Review test results as they are received. Unresponsive businesses may have water service interruption if no response.	
Grease Trap Inspection Program	Grease in the sanitary sewer system can cause backups in the mains. Grease traps need to be maintained so that grease does not enter the Town system.	The Town requests businesses to submit forms to show that the grease trap has been serviced periodically. Working with Maintenance to have hot spots televised. Letters to businesses mailed 2/14/2017. 41 letters mailed; 11 businesses have responded.	No change.	
14				
Manhole Inspection	Inspect manholes that were lined during rehabilitation efforts in previous years to determine if rehab is holding up well	Manholes that were rehabilitated in 2009-2010 inspected (approximately 10 manholes). Inspections complete and information provided to maintenance dept.	Engineering to followup with Maintenance	
Monthly Manhole Inspection - select manholes	Several manholes in the Town's system are known to have issues with solids build-up. These manholes are inspected monthly, and if issues are noted, the maintenance dept is notified to clean the manholes	5 manhole inspections completed monthly.	Monthly inspections.	
Task Order Contract Request for Proposal (RFP)	RFP for Project Management and Construction Management Services	Proposals received 6/28/2016. Proposals reviewed by selection committee. Interviews with 2 firms held on 8/12/16. Selection of RK&K and WRA approved by TC. Signed Contract documents and Certificate of Insurance received and reviewed. Contracts executed.	Remove from report	

TABLE A TOWN PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS	
Task Order Contract Request for Proposal (RFP)	RFP for Traffic and Transportation, Utility Coordination and related services	Advertised 7/5/2017, preproposal meeting 7/19/2017, proposals due 8/2/2017.		
OTHER TASKS				
West End Pump Station Preliminary Engineering Report	Requested CHA (Engineering BOA) to evaluate condition and recommend improvements to West End Pump Station	CHA has collected necessary data from the Town and they are working on the report. Report received, reviewed and changes made. Some additional comments will be addressed in final report.	to be presented to TC for discussion at July 25, 2017, meeting	
Business Utility Forms	Review business utility forms for new or remodeled businesses	MOD Pizza 1020 East Main Street Unit A		
Water Reclamation and Reuse addendum	Investigation into the process for the WWTP to sell reclaimed water	Staff has contacted DEQ for guidance in determining the requirements, and has spoken to a potential end user. Staff has also contacted other jurisdictions that sell the reclaimed water.	Continue information gathering and summarize requirements for the Town and end users.	

TABLE B PRIVATE PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS
TP13-02 Catoctin Corner Frontage Improvements	Water main extensions along Berlin Turnpike and East Main Street, Sewer main extension along East Main Street, traffic signal modifications (VDOT oversight)	Water main construction is on-going. Watermain from PHC to site is complete, testing is needed. Sanitary sewer from manhole across from Purcellville Gateway is complete on south side of Main Street to the new entrance for Catoctin Corner, but has not been installed across Main Street. Controlled fill along Berlin Turnpike. Traffic signal modifications and entrance from Berlin Turnpike have not been started. Temporary bypass road installed on Main Street/Colonial Hwy. Roadwork in that location has not begun.	Flush water main along Berlin Turnpike and on-site (see below)
TP15-08 Catoctin Corner Site Plan	Commercial development. Site work including water, sanitary sewer, storm sewer, other grading and site work.	Preconstruction meeting held 11/30. Sanitary sewer main installation complete. Storm sewer installation ongoing. Water main installation complete. Water main testing to begin in July.	Test on-site water and sanitary sewer mains, video sanitary sewer and storm sewer.
TP14-06 Mayfair Residential Subdivision	262 dwelling units consisting of a mix of single family detached and single family attached dwelling units.	Single family and townhomes under construction. Phase 1 beneficial use approved; phase 2 beneficial use requested. Beneficial use inspection of Phase 2 water and sanitary sewer completed. Beneficial use inspection for sanitary sewer and water of partial Phase 3 (Upper Heyford Place only), approved 7/11/17. Water and sanitary sewer and storm sewer construction in Phase 3 ongoing. Bond reduction request received and under review.	Daily site inspections. Review bond reduction request. D15
TP15-08 Mayfair Industrial Subdivision	12 lot industrial subdivision with main street located off of Nichols Lane.	Infrastructure is installed. Beneficial use inspection completed, as-built drawings and sanitary sewer videos reviewed. Some issues regarding sanitary sewer and storm sewer are under discussion. Developer is preparing site for final inspection, bond release, street acceptance.	Developer to address punchlist items and provide required paperwork.
TP06-17 405 Browning Court, Lots 1&2	Building and site work for Preowned Motorcars LLC	Preconstruction meeting held 6/12/2017. Under construction	Daily site inspections.
TP14-13 Vineyard Square site plan	Demolition of buildings and new construction on N. 21st Street	Easements recorded, bonds approved and site plan has been signed.	Construction at initiative of developer
Morgan Meadow preliminary plat	Preliminary plat for a 5 lot subdivision on N. Hall Ave.	Engineering review of 3rd submission complete. Resubmitted, approved.	
Mayfair Industrial Subdivision, Lot #1	Storage lot, minor site plan.	Preconstruction meeting 4/21/2017. All work is complete.	Complete, remove from agenda.
TP16-05 Purcellville Firehouse, 130 S. 20th Street	Minor site plan, includes sidewalk, parking lot, sanitary sewer lateral replacement, building renovation.	PW review completed 9/8/2016. New plans submitted, PW comments 1/6/2017. All comments from PW have been addressed. OK to approve plans. Sidewalk and parking lot construction is on-going.	Preconstruction meeting.

TABLE B PRIVATE PROJECTS

PROJECT NAME	DESCRIPTION	STATUS	NEXT STEPS
TP15-10 Lot 6F - 37231 Richardson Lane, mini warehouse	site plan for mini warehouse. Includes storm drainage for off site lots in Valley Industrial Park.	Reviewed 9/19/2016. Meeting with applicant scheduled for 11/10/16. Town Council determination regarding drainage design requirements; applicant to resubmit. Revised plans submitted 3/31/2017. Plans reviewed, comments sent to applicant.	Developer to address comments.
TP15-04 Dragon Yong- In Martial Arts	Site plan for addition of soccer field, walking track, traffic circulation and parking.	Zoning permit issued 4/8/2016. Preconstruction meeting scheduled for 3/8/2017. Under construction. PW requested business utility form to include irrigation system 11/6/2015.	Daily site inspections.
TP17-01 Purcellville Children's Academy	Proposed daycare facility to be located on Ken Culbert Lane	Plans received and reviewed. Draft deed of Dedication and Easements, with plat, reviewed by PW 4/28/2017. Water modeling being performed by Town consultant. No change.	
TP17-03 Ball Property	Proposed single family development, located on S. 32nd Street	Plans received, and reviewed for completeness 4/26/2017. Revised plans received 5/30/2017.	
O'Toole Property rezone	Rezoning, and comp plan amendment	PW review 8/8/2016. Revised application received 3/3/2017. Engr. Review completed 4/11/2017	
421 S Davis Drive 17	new home construction, new water and sanitary sewer service required, ROW permit application	3/3/17 ROW permit application reviewed and information sent to applicant. ROW application approved. Water and sewer service installed.	
Suntrust Bank	Bank building in Purcellville Gateway Shopping Center	Preconstruction meeting 5/15/2017. Under construction.	Daily site inspections.
TP17-02 Mayfair Industrial Lot 4 (McKim)	Site plan for office/vehicle maintenance building and associated outdoor storage lot and parking	Under review.	
TP17-05 Mayfair Industrial Lot 3 Truckin' America	Site plan for building and associated parking.	Under review.	
TP17-06 Mayfair Industrial Lot 5&6	Site plan for storage unit buildings.	Under review.	

**MAINTENANCE DEPARTMENT
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2017
PREPARED: JULY 2017**

**MAINTENANCE DEPARTMENT
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2016
PREPARED: JULY 2016**

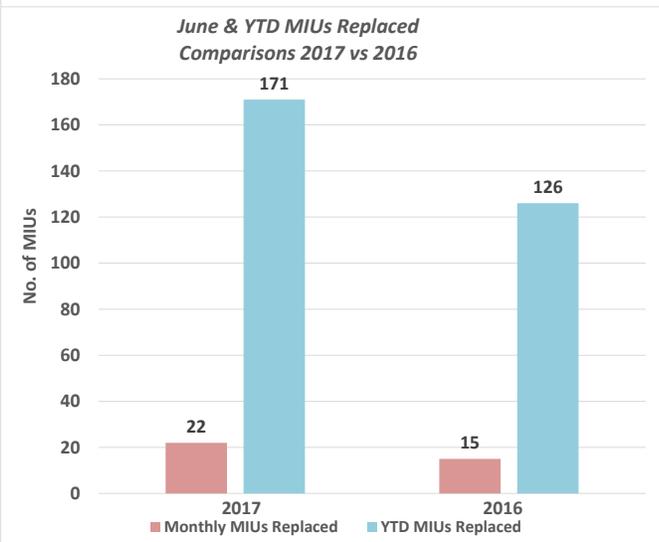
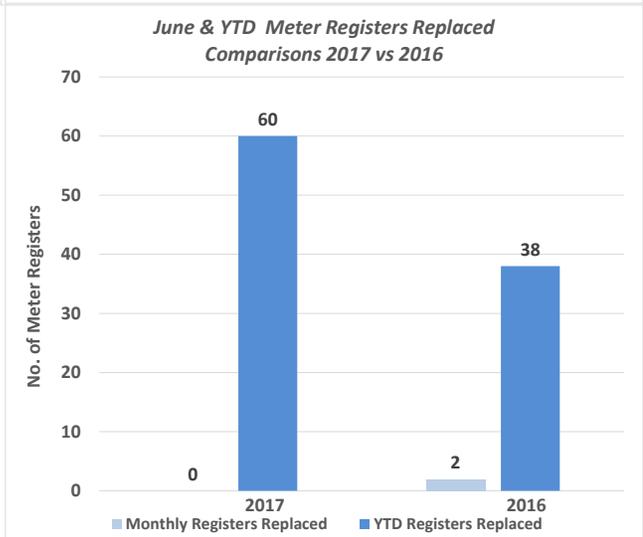
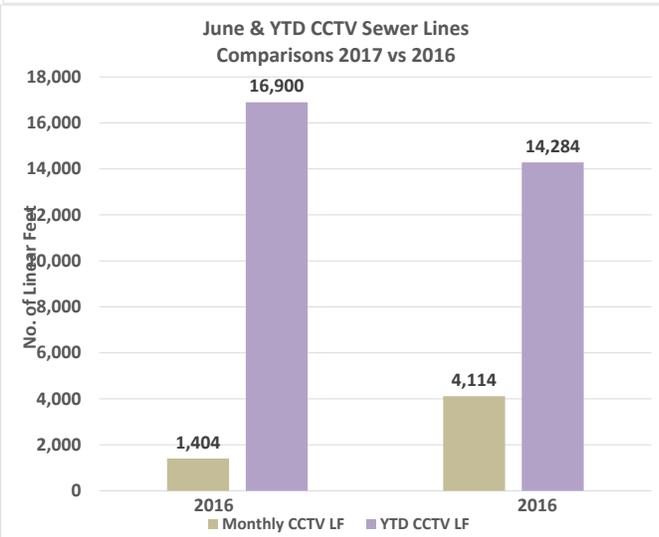
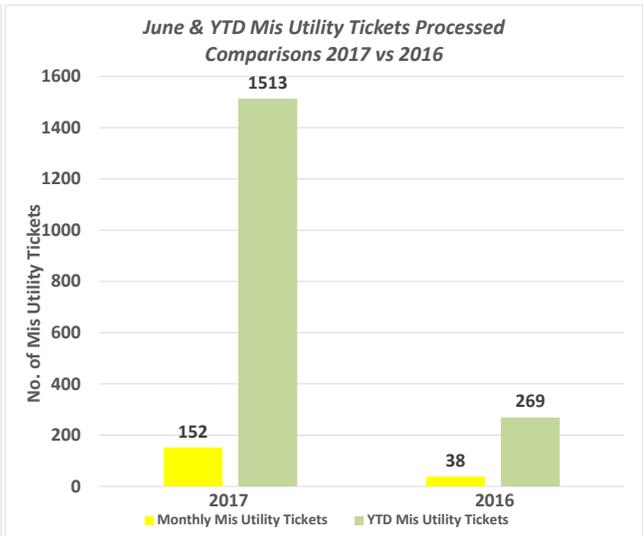
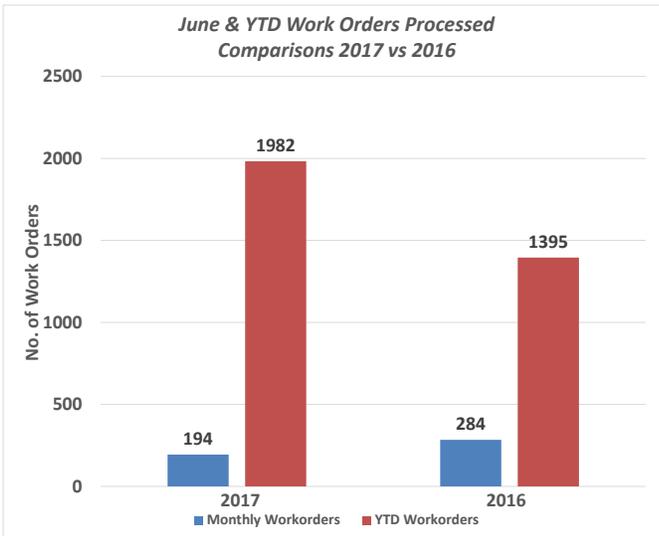
MEASURE	MONTH	UNITS	FY YTD	UNITS
WORK ORDERS (W.O.) PROCESSED	194	#	1982	#
STAFF HOURS REQUIRED FOR W.O.	458.17	HRS.	6085.12	HRS.
NON-CORE DUTIES HOURS	31.25	HRS.	343.83	HRS.
CD. MAN HOURS REQUIRED FOR WO	426.92	HRS.	5461.93	HRS.
PM FIRE HYDRANTS	0	#	0	#
EMERGENCY FIRE HYDRANT REPAIR	1	#	3	#
PM VALVE EXERCISED	0	#	1069	#
CCTV SEWER LINE	1,404	L. FT.	16,900	L. FT.
SEWER LINE CLEANED	5,644	L. FT.	20,245	L. FT.
VEHICLES SERVICED	2	#	37	#
# OF WATER BREAKS	0	#	1	#
# OF SEWER BACKUPS	0	#	12	#
# OF CLEANOUTS INSTALLED	0	#	6	#
# OF MIS UTILITY TICKETS	152		1513	#
# OF METERS READ	82		351	#
# OF METERS SHUT OFF	2		53	#
# OF METERS TURNED ON	0		46	#
# OF REPLACED METERS	0		4	#
# OF REPLACED REGISTERS	0		60	#
# OF NEW ACC. METER INSTALLS	24		94	#
# OF LEAK CHECKS	14		134	#
# OF REPLACED MIUs (Radios)	22		171	#
CUSTOMER COMPLAINTS	3	#	62	#
WATER COMPLAINTS REC'D	0	#	2	#
WATER COMPLAINTS RESOLVED	100	%	100	%
WASTEWATER COMPLAINTS REC'D	0	#	8	#
WASTEWATER COMPLAINTS RES'D	100	%	100	%
BULK WATER SALES-QTY.	0.0	Gallons	1,047,200	Gallons
BULK WATER SALES-\$\$	\$0	\$\$	\$11,519	\$\$
BULK WATER GALLONS AT NEW RATE	250900	Gallons	469300	Gallons
BULK WATER SALES-(rate \$15.18per)	\$3,808.66	\$\$	\$7,123.97	\$\$
YTD BULK WATER SALES			\$18,643	\$\$

ACCOMPLISHMENTS

Installed a storm ditch on J Street to ease flooding going onto residences property
Staff prepped for upcoming projects- Allder School Road

MEASURE	MONTH	UNITS	FY YTD	UNITS
WORK ORDERS (W.O.) PROCESSED	284	#	1395	#
STAFF HOURS REQUIRED FOR W.O.	280.22	HRS.	5460.64	HRS.
NON-CORE DUTIES HOURS	15.21	HRS.	173.96	HRS.
CD. MAN HOURS REQUIRED FOR WO	265.07	HRS.	5286.74	HRS.
PM FIRE HYDRANTS	0	#	0	#
EMERGENCY FIRE HYDRANT REPAIR	0	#	1	#
PM VALVE EXERCISED	0	#	0	#
SEWER LINE CLEANED	4,114	L. FT.	14,284	L. FT.
CCTV SEWER LINE	0	L. FT.	3	L. FT.
# OF WATER BREAKS	0	#	11	#
# OF SEWER BACKUPS	0	#	4	#
# OF CLEANOUTS INSTALLED	150	#	1372	#
# OF MIS UTILITY TICKETS	38		269	#
# OF METERS READ	1		71	#
# OF METERS SHUT OFF	0		61	#
# OF METERS TURNED ON	0		2	#
# OF REPLACED METERS	0		28	#
# OF REPLACED REGISTERS	2		38	#
# OF NEW ACC. METER INSTALLS	1		107	#
# OF LEAK CHECKS	3		39	#
# OF REPLACED MIUs (Radios)	15		126	#
BULK WATER SALES	1	Gallons	7	#
CUSTOMER COMPLAINTS	100	#	100	#
WATER COMPLAINTS REC'D	0	#	3	#
WATER COMPLAINTS RESOLVED	100	%	100	%
SEWER LINE CLEANED	0	#	6,022	#
BULK WATER SALES-QTY.	706.6K	%	2,725,800	%
BULK WATER SALES-\$\$	\$ 6,529.00	\$\$	#####	\$\$

ACCOMPLISHMENTS



**WATER RECLAMATION FACILITY
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2017
PREPARED: JULY 2017**

**WATER RECLAMATION FACILITY
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2016
PREPARED: JULY 2016**

MEASURE	MONTH	AVG./DAY
INFLUENT FLOW	15,385,700 GAL	512,900 GAL
EFFLUENT FLOW	17,560,000 GAL	566,451.61 GAL
MAXIMUM DAY INFLUENT	630,800 GAL	
FERRIC CHLORIDE	1,675 GAL	56 GAL
CITRIC ACID	282 GAL	71 GAL
SODIUM HYPOCHLORITE	218 GAL	44 GAL
METHANOL	1,187 GAL	40 GAL
RAIN	1.80 IN.	0.06 IN.

MEASURE	MONTH	AVG./DAY
INFLUENT FLOW	19,925,300 GAL	664,200 GAL
EFFLUENT FLOW	21,530,500 GAL	717,700 GAL
MAXIMUM DAY INFLUENT	1,044,100 GAL	
FERRIC CHLORIDE	1,512 GAL	50 GAL
CITRIC ACID	- GAL	- GAL
SODIUM HYPOCHLORITE	389 GAL	39 GAL
METHANOL	953 GAL	32 GAL
RAIN	5.00 IN.	0.17 IN.

MONTHLY TOTAL NUTRIENT DISCHARGE

TOTAL NITROGEN	40 LBS.
TOTAL NITROGEN YTD	343 LBS.
AVG. DAILY NITROGEN	0.29 MG/L
VPDES NITROGEN LIMIT	4.0 MG/L
TOTAL PHOSPHORUS	26 LBS.
TOTAL PHOSPHORUS YTD	83 LBS.
AVG. PHOSPHORUS DAILY	0.15 MG/L
VPDES PHOSPHORUS LIMIT	0.3 MG/L

MONTHLY TOTAL NUTRIENT DISCHARGE

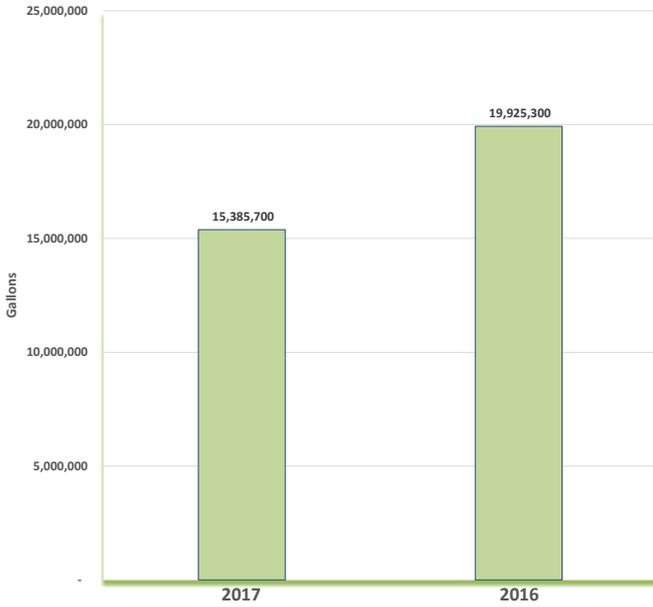
TOTAL NITROGEN	182 LBS.
TOTAL NITROGEN YTD	1,182 LBS.
AVG. DAILY NITROGEN	1.06 MG/L
VPDES NITROGEN LIMIT	4.0 MG/L
TOTAL PHOSPHORUS	32 LBS.
TOTAL PHOSPHORUS YTD	184 LBS.
AVG. PHOSPHORUS DAILY	0.17 MG/L
VPDES PHOSPHORUS LIMIT	0.3 MG/L

NIA No information available at this time.

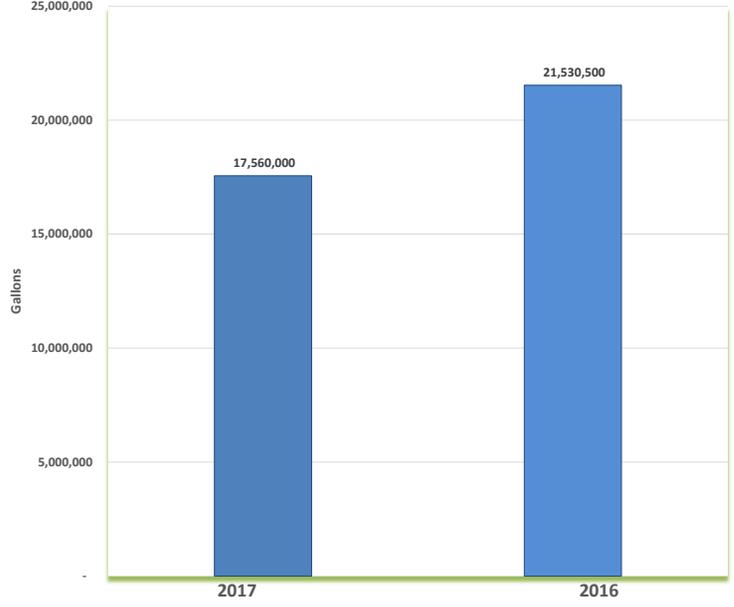
ACCOMPLISHMENTS

Hauled 100 wet tons of bio-solids for land application. Pulled samples for permitted copper and hardness
Received VELAP Certification
Submitted VDEQ discharge monitoring report and Virginia's nutrient report

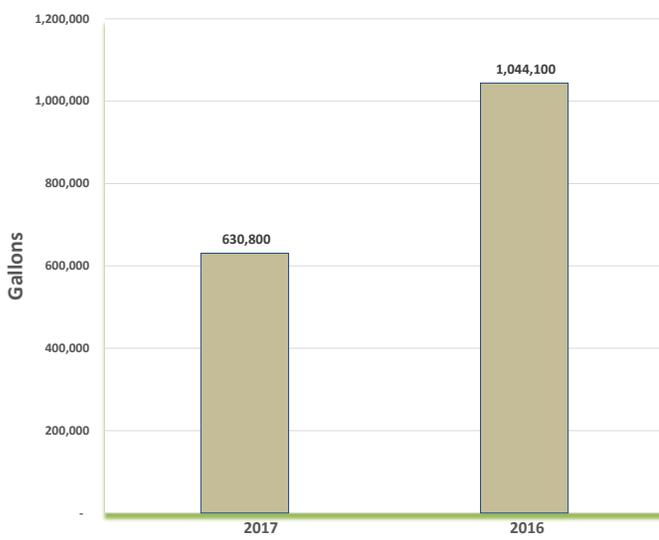
June Influent Flows Comparisons 2017 vs 2016



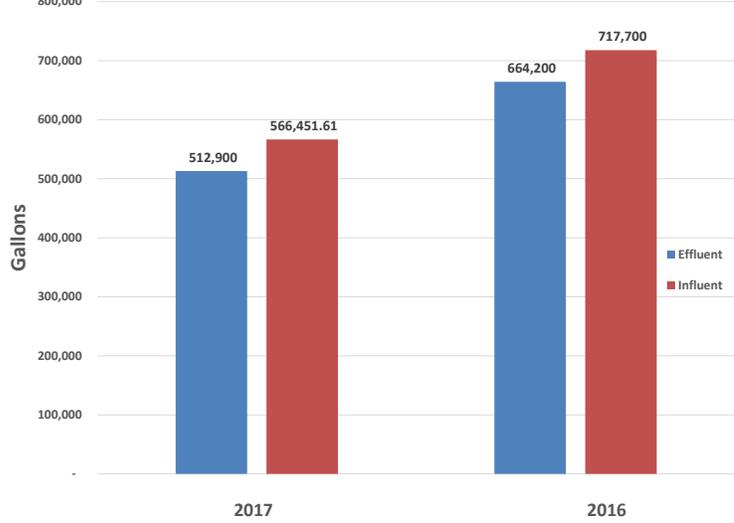
June Effluent Flows Comparisons 2017 vs 2016



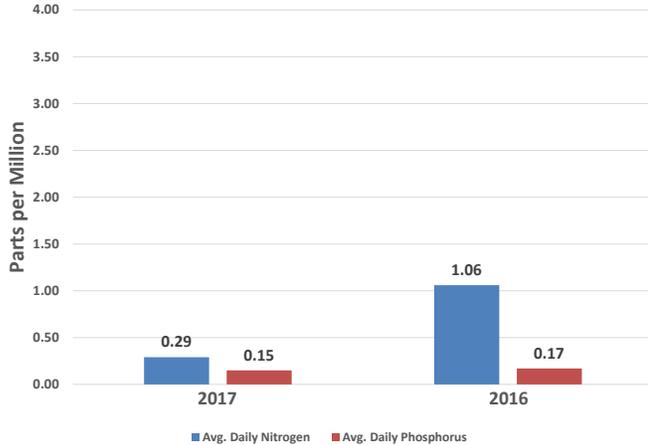
June Max. Daily Flows Comparisons 2017 vs 2016



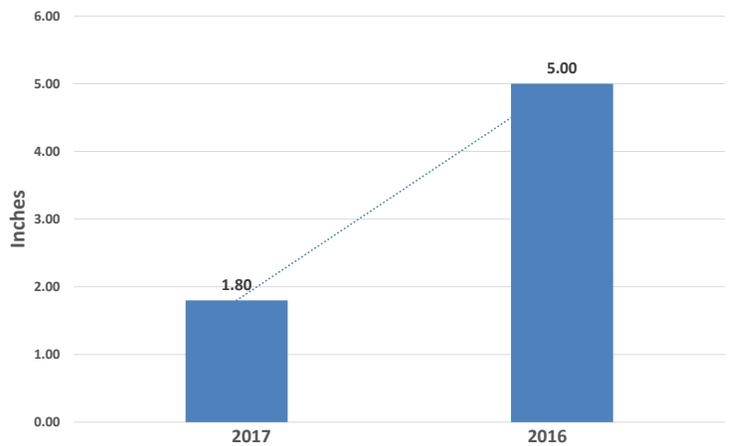
June Average Day Influent & Effluent Flows Comparisons 2017 vs 2016



Average Daily Nitrogen & Phosphorus 2017 vs 2016



Monthly Precipitation 2017 vs 2016



**WATER TREATMENT PLANT
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2017
PREPARED: JULY 2017**

WATER	MONTH	UNITS	AVG./DAY	UNITS
ALUMINUM SULFATE	1,404	lbs.	46.8	lbs.
POLYMER				
METAPHOSPHATE	149.9	lbs.	5.0	lbs.
SODA ASH	2,075.2	lbs.	69.2	lbs.
FLUORIDE (WTP & WELLS)	133.6	lbs.	4.5	lbs.
POTASSIUM PERMANGANATE	48.2	lbs.	1.6	lbs.
CHLORINE (HYPOCHLORITE @ WTP)	251.3	lbs.	8.4	lbs.
CHLORINE RESIDUAL (TANK)			1.5	mg/L
AVERAGE PH (FINISHED)			7.4	SU
BULK WATER SALES	250,900	gals.	8,363.3	gals.
INLINE METER, COOPER SPRINGS	4,856,897	gals.	161,896.6	gals.
JEFFERIES WELL	0	gals.	0.0	gals.
WATER PLANT GALLONS	8,191,800	gals.	273,060.0	gals.
MARSH WELL	1,994,400	gals.	66,480.0	gals.
MOUNTAIN VIEW WELL	873,400	gals.	29,113.3	gals.
MAIN STREET VILLAGES WELLS (MS-1 & VC)	3,474,400	gals.	115,813.3	gals.
CORNWELL #2 WELL	1,854,326	gals.	61,810.9	gals.
FORBES WELL	989,508	gals.	32,983.6	gals.
HIRST #2 WELL	0	gals.	0.0	gals.
TOTAL WATER FLOW	17,377,834	gals.	579,261.1	gals.

RESERVOIR LEVELS:	1-May-2017	31-May-2017
FRONT LAKE:	5.54'	5.05'
BACK LAKE	5.16'	5.07'

RAINFALL: 2.73"

ACCOMPLISHMENTS

NPDES Discharge Monitoring Report due 06/10 was submitted electronically on 06/06/17
 VDH ODW Monthly Operating Report due 6/10 was submitted electronically on 6/10/2017
 Four Weekly Water Production Reports were completed
 Barry Defibaugh received Class I Waterworks Operator License
 Treated edges of Front and Back Lakes on 6/20/2017

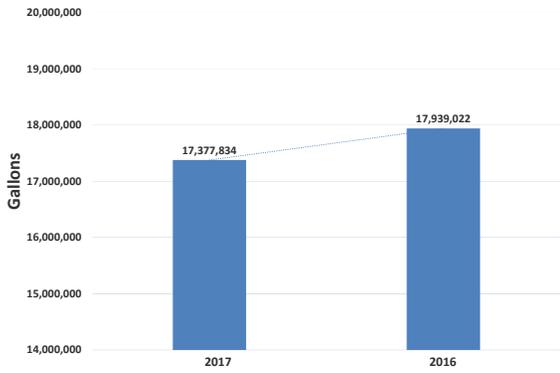
**WATER TREATMENT PLANT
MONTHLY OPERATIONS REPORT
FOR THE MONTH OF: JUNE 2016
PREPARED: JULY 2016**

WATER	MONTH	UNITS	AVG./DAY	UNITS
ALUMINUM SULFATE	1,526.2	lbs.	50.9	lbs.
POLYMER				
METAPHOSPHATE	57.0	lbs.	1.9	lbs.
SODA ASH	2,017.7	lbs.	67.3	lbs.
FLUORIDE (WTP & WELLS)	155.9	lbs.	5.2	lbs.
POTASSIUM PERMANGANATE	36.4	lbs.	1.2	lbs.
CHLORINE (HYPOCHLORITE @ WTP)	212.6	lbs.	7.1	lbs.
CHLORINE RESIDUAL (TANK)			1.7	mg/L
AVERAGE PH (FINISHED)			7.4	SU
BULK WATER SALES	706,600	gals.	23,553	gals.
INLINE METER, COOPER SPRINGS	4,636,286	gals.	154,543	gals.
JEFFERIES WELL	0	gals.	0	gals.
WATER PLANT GALLONS	8,553,000	gals.	285,100	gals.
MARSH WELL	2,156,200	gals.	71,873	gals.
MOUNTAIN VIEW WELL	804,200	gals.	26,807	gals.
MAIN STREET VILLAGES WELLS (MS-1 & VC)	3,488,800	gals.	116,293	gals.
CORNWELL #2 WELL	1,851,448	gals.	61,715	gals.
FORBES WELL	1,085,374	gals.	36,179	gals.
HIRST #2 WELL	0	gals.	0	gals.
TOTAL WATER FLOW	17,939,022	gals.	597,967	gals.

RESERVOIR LEVELS:	1-May-2016	31-May-2016
FRONT LAKE:	5.22'	4.60'
BACK LAKE	5.20'	5.08'

RAINFALL: 6.88"

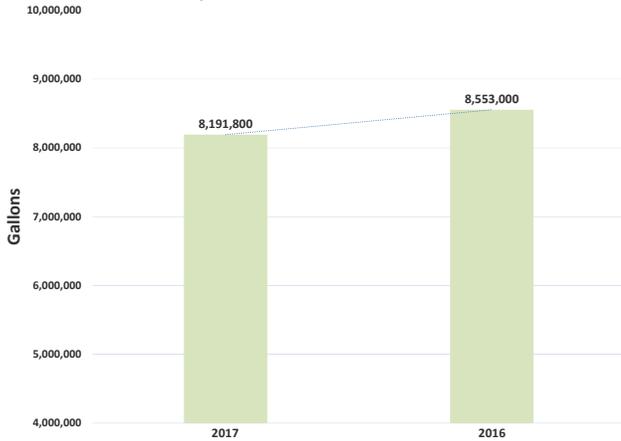
June Total Monthly Water Production 2017 vs 2016



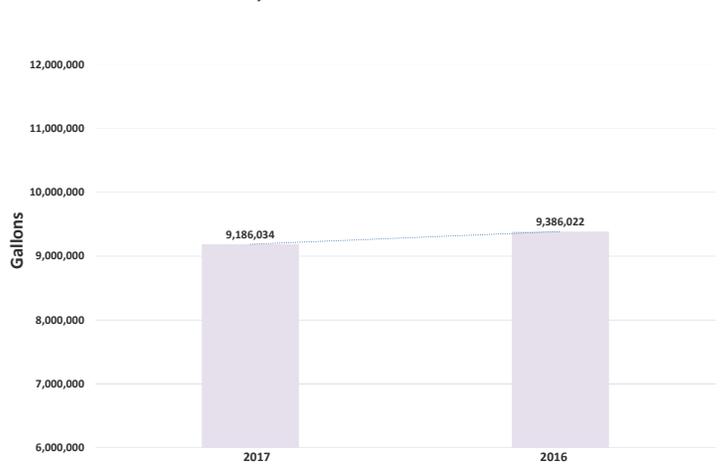
June Total Average Daily Water Production 2017 vs 2016



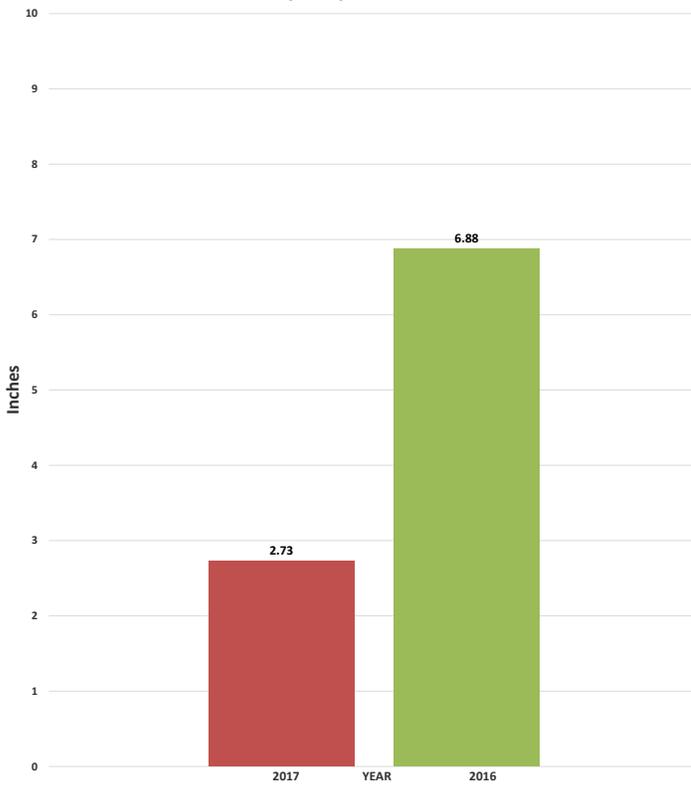
June Monthly Water Plant Water Production 2017 vs 2016



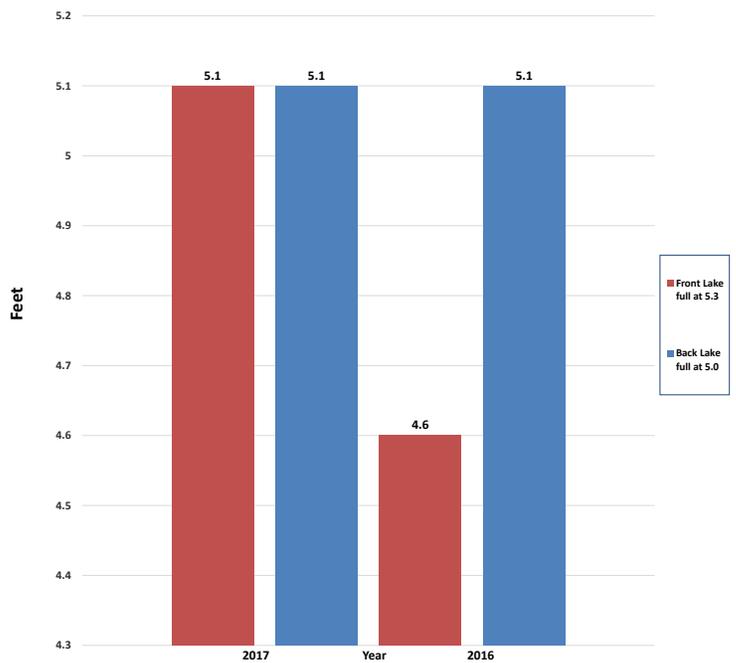
June Monthly Well Water Production 2017 vs 2016



June Monthly Precipitation 2017 vs 2016



June Front & Back Lake Levels 2017 vs 2016



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STAFF REPORT
INFORMATION

Item #11c

SUBJECT: Economic Development Report
DATE OF MEETING: July 25, 2017
STAFF CONTACTS: Patrick Sullivan, Community Development

SUMMARY and RECOMMENDATIONS:

June 2017 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. June 2017 Economic Development Report.



**Department of Community Development
Department Update – 6/30/17**

Zoning Activity Summary. Current zoning and planning activity within the Department of Community Development. Table A below provides a summary of the ongoing applications. More detailed information follows the table in narrative form.

Legend: UR – Under Review; WOA – Waiting on Applicant; CDA – Certificate of Design Approval

Table A			
Current Projects			
Applicant/Project Name	Location/address	Review Type	Status See Legend at end of matrix
7-Eleven, Core States Group	700 E Main Street	Lot Consolidation	UR
7-Eleven, Core States Group		Special Use Permit for additional of pumps & larger canopy	WOA
Ball Property Development	32 nd Street	By-right Residential Subdivision for 19 Single Family Detached Houses	UR
Blue Ridge Veterinary Clinic	Lot 10, Mayfair Industrial Park	Special Use Permit for a kennel	UR
Matuszko Farms LLC/McKim	Lot 4, Mayfair Industrial Park	Site Plan	UR
Morgan Meadows	N Hall Ave	Prel. Plat of Subdivision – 5 residential lots	Approved 8/24/16 Boundary Line Adjustment Approved
O’Toole	37935 Colonial Hwy	Rezoning Comp Plan Amend Special Use Permit for Assisted Living Facility	WOA WOA UR
Purcellville Children’s Academy	120 Ken Culbert Lane	Site Plan	UR
Truck’n America	Lot 3, Mayfair Industrial Park	Site Plan – Retail	UR
Valley Storage – Mini-warehouse Storage Facility	Lot 6F - 37231 Richardson Ln	Site Plan	UR
Vineyard Square	130-148 21 st	Site Plan New construction	Approved 3/1/16
Virginia Regional Transit	Browning Court	Special Use Permit	Concept Plan resubmitted by applicant for review by Planning Commission.
Village Case		Comprehensive Plan Amendment	UR
Village Case		Proffered Condition Amendment	UR
Warner Brook	Purcellville Rd	Annexation	UR

Legend: UR – Under Review; WOA – Waiting on Applicant; CDA – Certificate of Design Approval

Table B

Commercial/Industrial Zoning Permits Issued or Under Review

Applicant/Project Name	Location/address	Review Type	Status See Legend at end of matrix
INOVA	740 S Main Street	Occupancy Permit	UR – Public Works
Tasos Vatikiotis – Purcellville Theater	860 E Main Street	Interior fit-up, Suite I, 2 nd Floor	Approved 4/26/16
Select Property Management/ Purcellville Firehouse	130 S 20 th Street	Interior Future Tenant Fit-up	Approved 5/9/16 Parking lot zoning permit issued 4/11/17
Smokin Willy	201 N. Maple Avenue	Interior Fit-up for expansion and renovations	Approved 4/21/17
Supercuts	1201 Wolf Rock Drive, #155, Catoctin Corner	Interior Fit-up for hair salon	Approved 4/26/17
Dunkin’ Donuts	1200 Wolf Rock Drive, Catoctin Corner	Interior fit-up for restaurant with drive-thru	Approved 6/12/17
Beckstrom Electric	Lot 1, Mayfair Industrial Park	Fenced storage lot	Approved site plan
Dragon Hops Brewing	130 E. Main Street	Demo interior Outside seating area	Approved 2/8/17 Approved 5/18/17
Purcellville Motorsports	405 Browning Court	New Construction	Approved 5/17/17
SunTrust Bank	165 Purcellville Gateway Drive	New Construction	Approved 5/2/17
Old Purcellville Firehouse	130 S 20 th Street	Parking Lot	Approved 4/11/17
Catoctin Corner	1220 Wolf Rock Drive, Building 7	Shell building	Approved 6/5/17
SKRAB, Inc.	201 N. Maple Avenue, #205	Interior Fit-up for a learning center	Approved 6/14/17

Table C

Commercial/Industrial Occupancy Permits issued

Applicant/Project Name	Location/address	Review Type	Date of Approval	Employees
Top Coat Nail Spa	860 E. Main Street, Suite C	Nail Salon	6/1/17	2
Loudoun Valley Family Practice	117 N. Bailey Lane, #200	Medical Office Relocation	6/12/17	

Home Based Business – Permits Issued				
Stosh Kowalski/ Spotted Dog Woodworking	917 Towering Oak Court	Office	6/2/17	1
Travis Littlejohn/Bears Den Trading Co.	208 McDaniel Drive	Managing Ecommerce website	6/21/17	1
Rachel Blumbery/ Riverside Lactation	17208 Pickwick Drive	Consulting	6/27/17	1
PREA Auditing Solutions		Office	6/28/17	1
Cara Peebles Scott/ Carasmatic Yoga & Personality Works	17233 Pickwick Drive	Office	6/28/17	1
New Employees		Year to Date	Month of June	
		67	7	

Legend: UR – Under Review; WOA – Waiting on Applicant; CDA – Certificate of Design Approval

PUBLIC/TOWN PROJECTS:

1. Maple Avenue Water Line Replacement

- Zoning permit issued 5/17/17

2. Pavilion Rebuild at Fireman’s Field

- BAR Minor Project Exemption issued on 5/8/17
- Zoning permit issued 5/18/17

BUSINESS RELATED PROJECTS:

Approved:

1. Catoctin Corner – E. Main Street and Rt. 287 N.

- Construction Plans bonded 7/14/16 and approved 9/20/16.
- Site Plan bonded 7/2/16 and approved 10/6/16.
- Boundary Line adjustment recorded 11/17/16
- Easements recorded 11/18/16.
- Water and sewer availabilities paid on 12/12/16 for 1200 Wolf Rock Drive (Bldg. 3 & 4); 1201 Wolf Rock Drive, (Bldg. 1A, 1B, & 2); and 1230 Wolf Rock Drive (Bldg. 9). Zoning permits for these buildings are under review.
- Zoning permits for 1200, 1201 and 1230 issued on 12/21/16.
- Building 3&4; Building 1A, 1B & 2; Building 6A & 6B; and Building 7 are on the 3/21/17 BAR agenda for amendments.
- BAR approved amendments on 3/21/17.
- Building #7 site plan revision approved.

2. **Mayfair Industrial** – East Nichols Lane.
 - Site Plan revision approved on 7/13/16.
 - Subdivision complete and lots are being sold and developed.

3. **Vineyard Square** – 130-148 21st Street.
 - Easements have been recorded, bonds have been approved and site plan has been signed 3-1-16.
 - Court case complete. ZA prevailed. 4-25-16.

4. **Purcellville Motorsports** – 405 Browning Court
 - Site Plan approved 4/7/08.
 - BAR approval 7/19/16.
 - Public Improvement and landscape bond are to be submitted. Business utility form under review.
 - Bonds submitted and under review.
 - Bonds approved. Zoning permit may be issued upon receipt of water and sewer availabilities.
 - Availabilities paid and zoning permit issued 5/17/17.

5. **SunTrust Bank** – 165 Purcellville Gateway Drive.
 - 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. Still hoping for a change in status.
 - Have received word that Sun Trust is expected to activate their application in the near future.
 - Applicant has requested that the application become active.
 - Building design will be reviewed by BAR at their 8/16/16 meeting.
 - BAR issued a certificate of design approval for the bank building at their 8/16/16 meeting.
 - Site Plan Revision submitted on 10/4/16. Submission sent out to review agencies on 10/18/16.
 - Site Plan resubmitted on 12/12/16 and went out to review agencies on 12/28/16.
 - Comments have been addressed and applicant is to submit signature sets.
 - Waiting on bond approval.
 - Site Plan approved and zoning permit issued on 5/2/17.

IN APPLICATION PROCESS:

1. **Warner Brook, LLC** – Purcellville Road.
 - 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.
 - Waiting on applicant to provide a fiscal impact analysis.

2. **Virginia Regional Transit** – SUP application for commuter parking lot.
 - Text Amendment approved for commuter parking in the CM1 district.
 - Waiting on applicant to apply for SUP.
 - Special Use Permit application submitted on 8/12/16. Under review.
 - Planning Commission public hearing on this application is scheduled for 2/16/17.
 - Public hearing was held by Planning Commission. Application will be on the 3/16/17 PC agenda for further review.
 - On 3/16/17, Planning Commission recommended to Town Council approval with conditions.
 - Town Council returned application to Planning Commission for further review following public hearing.
 - Applicant resubmitted plan on 5/12/17. UR

3. **O'Toole Property** - (37935 Colonial Highway)
 - Rezoning and Comprehensive Plan Amendment submitted.
 - Comments sent to applicant – waiting for resubmission
 - Resubmission received 7/5/16 that included revised Statement of Justification, Response to review comments, Proffer Statement, Economic and Fiscal Impact of Commercial Use of the Property, Proposed Design Guidelines, and Traffic Impact Analysis.
 - Documents distributed for review.
 - Review comments sent to applicant. WOA to resubmit.

4. **Purcellville Children's Academy** – 120 Ken Culbert Lane
 - BAR will review on 8/16/16 the design of a new commercial building proposed on the east side of Ken Culbert Lane.
 - Applicant is to resubmit for further review.
 - Pre-application meeting held on 10/3/16 to discuss a proposed child daycare facility.
 - Purcellville Children's Academy submitted a site plan on 1/11/17 for the construction of a new building.
 - Site Plan was sent out for review on 1/19/17.
 - Site Plan resubmitted on 4/10/17. UR
 - Right of Way Dedication submitted on 4/10/17. UR
 - Easements deed and plat re-submitted and approved

5. **Valley Storage - Mini Warehouse Climate Controlled Storage Facility** - Lot 6F, Valley Industrial Park, 37231 Richardson Lane
 - Submitted incomplete plans on 11/5/15 so plans were not accepted. Applicant was notified of deficiencies
 - Site plan resubmitted and fees received on 8/24/16.
 - Plans sent to review agencies on 8/25/16.
 - Comments have been sent to applicant.
 - On 12/13/2016, Town Council voted that an assumption of 90% impervious coverage on the lots draining to this lot is an unacceptable risk to the Town and 100% impervious coverage should be assumed.
 - Waiting on applicant to resubmit.
 - Building will be on the 3/21/17 BAR agenda.
 - Pre-application discussion at 3/21/17 BAR meeting. Applicant will resubmit.
 - Site Plan resubmitted on 3/30/17. UR

6. **Matuszko Farms, LLC/McKim** – Lot 4, Mayfair Industrial Park
 - Site Plan submitted 3/3/17. UR

7. **Truck'n America** – Lot 3, Mayfair Industrial Park
 - Site Plan submitted for new construction. UR

8. **Mayfair Lot 56, LLC** – Lots 5 & 6, Mayfair Industrial Park
 - Site Plan submitted for the construction of a 40,330 square foot storage facility. UR

Other Projects and their status:

1. **Mayfair Residential** – Purcellville Road/Route 611.
 - Brookfield has applied for 135 zoning permits and paid for 135 water and sewer availabilities as of 6/30/17.

2. **Morgan Meadows (formerly Beauma Meadows)** – N Hall Avenue.
 - Preliminary Subdivision Plat approved on 8/24/16.
 - Boundary Line Adjustment submitted. Waiting on fee.
 - Boundary Line Adjustment approved.

3. **Ball Property Development/Subdivision** – 32nd Street
 - Construction Plans & Profiles submitted on 3/21/17
 - Additional fees submitted on 4/10/17
 - Completeness review completed.
 - Construction Plans are currently UR

4. Village Case

- Comprehensive Plan Amendment and Proffered Condition Amendment submitted on 8/2/16. The request is to amend the development of the “village center” undeveloped lot to construct 7 new single family residential units and to amend the development of an undeveloped church lot to construct 17 new single family residential units.
- Applications have been sent out to review agencies.
- Waiting on applicant to resubmit.
- Application has been resubmitted and is under review.

PROJECTS ON HOLD:

None

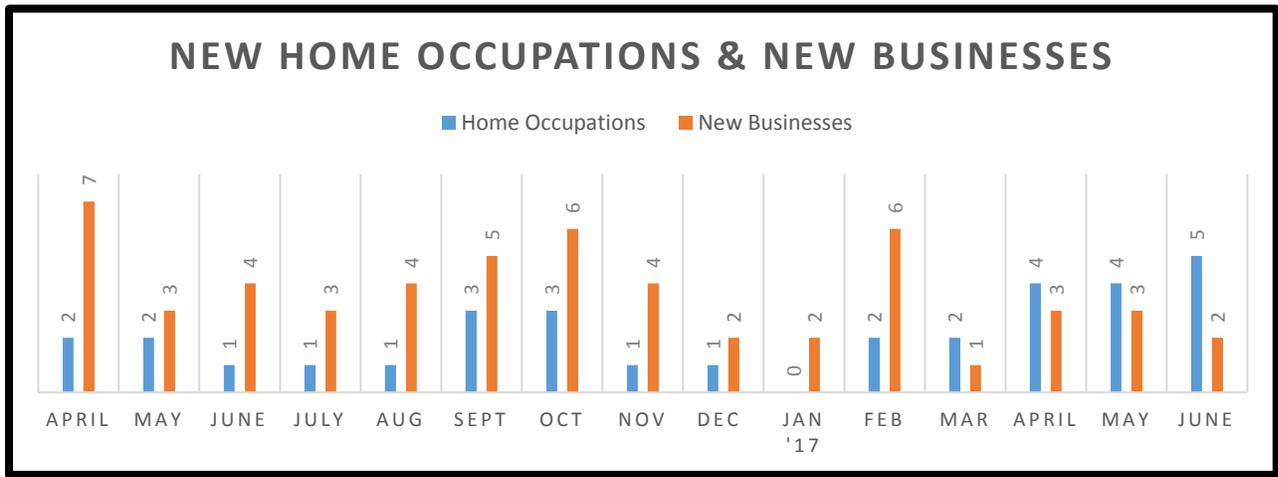


Chart I: New Businesses and Home Occupations

2017 Year-to-Date and Current Month Permits Summary:

	<u>2017 Year to Date</u> <u>Total</u>	<u>Month of June</u> <u>Total</u>
Commercial/Industrial (does not include temporary)	17	2
Home-Based businesses	17	5

	<u>2017 Year to Date</u> <u>Total</u>	<u>Month of June</u> <u>Total</u>
<u>Permits Issued</u>		
Zoning Permits (general permits)	183	30
Occupancy Permits (not temporary)	65	21
Temporary Occupancy Permits	5	
Sign Permits – Temporary	26	4
Sign Permits – Permanent	19	1
Sign Waivers		
Zoning Determination Letters	1	
Zoning Clearance Letters	10	4

	<u>2017 Year to Date</u> <u>Total</u>	<u>Month of June</u> <u>Total</u>
Requests		
Special Use Permits	2	
BAR – Certificates of Design	11	1
BAR – Pre-application discussions	2	
Variances		
Annexations		
Rezoning		
Comprehensive Plan Amend.		
Proffered Condition Amendment		
Boundary Line Adjustments	1	
Lot Consolidations		
Site Plans	4	
Site Plan Amendments/Revisions	1	
Minor Site Plans		
Special Exceptions		
Construction Plans	1	
Construction Plan Amendments		
Preliminary Subdivision Plats		
Minor Subdivision Plats		
Preliminary Subdivision Plat Revisions		
Commission Permits		
Easement Plats	3	
Record Plats		
Grading Plans		
Zoning Ordinance Amend. Request		
County Referrals		

Complaints/Violations for the month of June, 2017

Lawn Complaints (Tall Grass)	0
Code Violation Warnings	1
Formal Notices of Violation issued	0
Illegal signs confiscated in the Town's right of way	17
Unresolved violations	1
Resident Complaints (not tall grass)	1

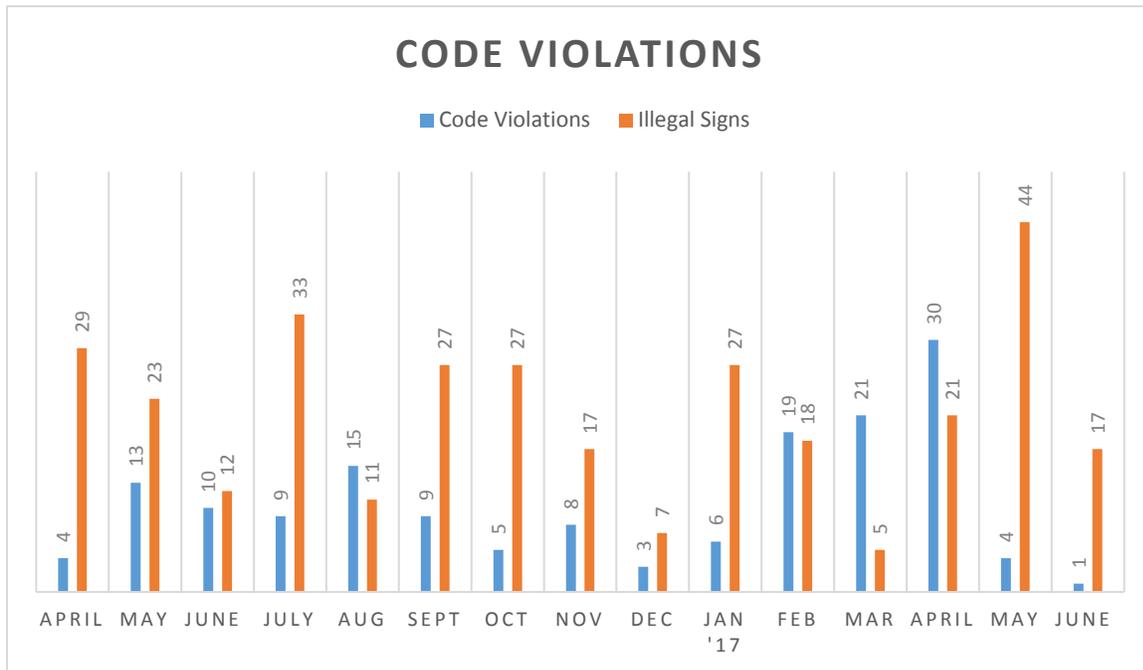


Chart II: Code and Sign Violations

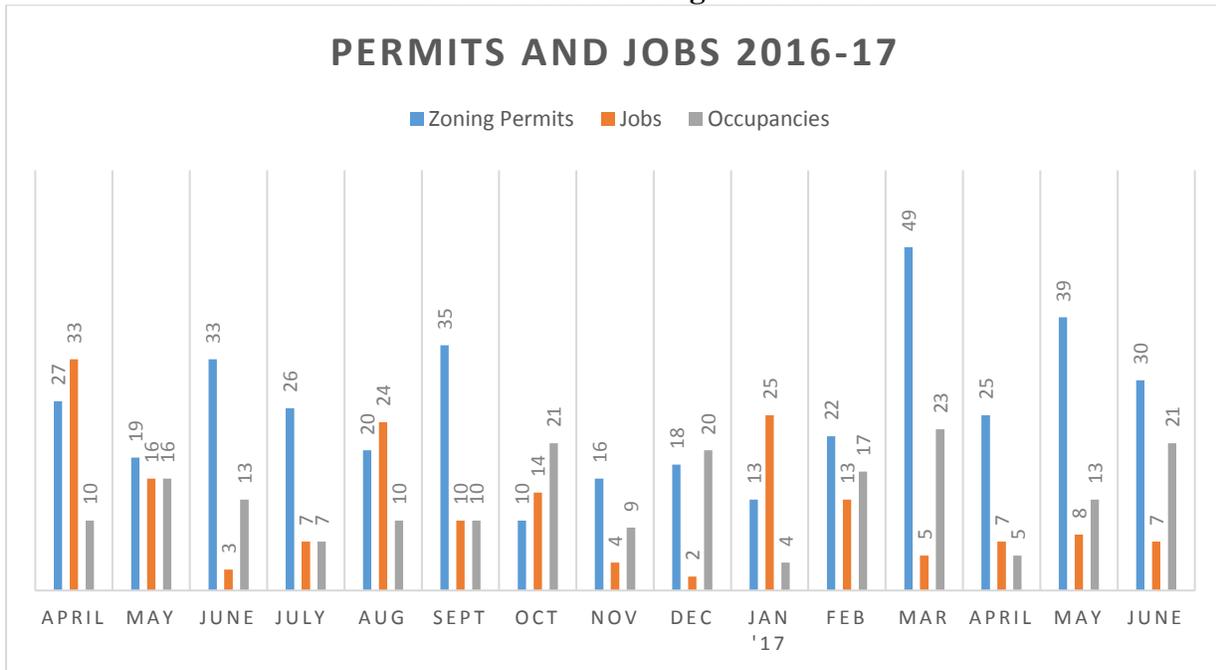


Chart III: Trends for Zoning Permits, Occupancy Permits and Jobs

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. For up to date information see www.planpurcellville.com.

The Economic Development Advisory Committee has completed a strategic tourism plan. The committee has initiated action items to begin implementing the plan. The initiatives are: preparing an events calendar for the Town, utilizing the Gazebo on 21st Street as an information kiosk, and helping with the production of a marketing video for the Town website. Work continues on these initiatives. EDAC is helped with a very successful painted wine barrel initiative. In addition the committee has reviewed, at Council’s request, The RSR Gateway Annexation request, the Shop Local Program, business surveys, business vacancies 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 7 p.m. in Town Hall and welcomes public input and participation.

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STAFF REPORT
INFORMATION ITEM

Item # 11.d

SUBJECT: Personnel Update

DATE OF MEETING: July 25, 2017

STAFF CONTACT: Daniel C. Davis, Assistant Town Manager

SUMMARY:

The Personnel Report is attached for your review. Included in the report is a list of new hires since the last report in April.

Staff will be available at the Council Meeting to discuss if Council has any questions.

TOWN OF PURCELLVILLE
Personnel Update - As of July 25, 2017

	Headcount	Full-time Equivalent (FTE)
Total Budgeted Positions:	84	78
Total Filled Positions:	78	

**Accounts for FY 2018 Adopted Positions*

Total Current Full-time EEs:	66
Total Current Part-time EEs:	11
Total Current Employees:	78

Total Open Full-Time Positions:	5
Total Open Part-Time Positions:	1
New Hires	3

OPEN POSITIONS

ADMINISTRATION

Position Title	Budget	Filled/Vacant	Status
Office Associate (P/T)	Replace	Vacant	Pending

FINANCE

No openings

COMMUNITY DEVELOPMENT

Position Title	Budget	Filled/Vacant	Status
Senior Planner	Replace	Vacant	Recruiting
Planning Associate	Replace	Vacant	Recruiting

POLICE DEPARTMENT

Position Title	Budget	Filled/Vacant	Status
Police Officer (1)	Replace	Vacant	Recruiting

INFORMATION TECHNOLOGY

No openings

PARKS AND RECREATION

No openings

PUBLIC WORKS/ADMINISTRATION

Position Title	Budget	Filled/Vacant	Status
Administrative Associate	Replace	Vacant	Pending

PUBLIC WORKS/ENGINEERING

No openings

PUBLIC WORKS/MAINTENANCE

Position Title	Budget	Filled/Vacant	Status
Maintenance Superintendent	Replace	Vacant	Pending

PUBLIC WORKS/WATER

No openings

PUBLIC WORKS/WASTE WATER

No Openings

NEW HIRES SINCE LAST REPORT

Position Title	Department	Name	Notes
Interim Town Manager	Admin	Alex Vanegas	
Interim Public Works Director	PW/Admin	Dale Lehnig	
Assistant Director of PW	PW/Admin	Jason Didawick	
Police Officer	Police	Michael Dickson	In Police Academy
Office Associate	Admin	Isabel Garcia	

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STAFF REPORT
INFORMATION ITEM

Item #11e

SUBJECT: West End Pump Station and the Ball Property

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Alex Vanegas, CPM, Interim Town Manager
Dale E. Lehnig, P.E., Interim Public Works Director

SUMMARY and RECOMMENDATIONS:

Town staff requested the Town’s consultant, CHA, to provide a Preliminary Engineering Report (PER) to evaluate West End Pump Station (WEPS) upgrades at the existing site, or an alternative to construct a new pump station located on the Ball property (S. 32nd Street). The Town’s consultant will be presenting the alternatives through a PowerPoint presentation at the July 25, 2017 Town Council Meeting. Staff asks for Town Council to discuss the alternatives and provide guidance toward a preferred alternative.

BACKGROUND:

The Town of Purcellville owns and operates the (WEPS), located on the north side of Main Street along West Main Street, just east of St. Andrew’s Presbyterian Church and adjacent to a commercial area. The pump station receives flows from commercial and residential properties in western Purcellville.

A typical planning period for pump stations is 20 years. The WEPS was constructed in the late 70’s and was upgraded in 2006 with a retrofit pump. Many of the system components are from the original construction and in need of upgrade. The layout and design of this pump station is approaching 40 years, and it is lacking many of the components that are essential with newer pump stations. Due to site constraints, upgrades such as a standby generator and control building cannot be installed at the existing location, and additional property would need to be acquired in order to make these improvements.

An alternative to upgrading the existing WEPS in its current location is to convey the wastewater that currently flows to the WEPS to a new pump station located on the Ball property (the west side of S. 32nd Street, adjacent to the golf course). This option would allow the Town to have a new pump station constructed to current standards and requirements.

Below is an excerpt from the PER prepared by the Town’s consultant, CHA, noting the Advantages and Disadvantages of two alternatives:

- Upgrades to the existing pump station;
- Construction of a new pump station on the Ball property.

Table 6.1 – Advantages and Disadvantages of Alternatives

	Advantages	Disadvantages
Alternative 1	<ul style="list-style-type: none"> ➤ Lowest Capital Cost ➤ Shortest Construction Duration 	<ul style="list-style-type: none"> ➤ No Standby Generator ➤ Bypass Pumping- Potential for Release ➤ Shorter Service Life ➤ Requires Fitting New Equipment into Existing Structures ➤ Temporary access easements for construction will be required
Alternative 2	<ul style="list-style-type: none"> ➤ Completely New Facility ➤ Longer Service Life ➤ Minimal Bypass Pumping ➤ Possible Cost Sharing with Developer 	<ul style="list-style-type: none"> ➤ High Capital Cost ➤ Extensive Land Disturbance ➤ Longest Construction Duration ➤ Easements will be required

It should be noted that a third alternative is still under development, to upgrade the existing pump station but with the acquisition (if possible) of additional property to allow the upgrades to be more similar to that of a newly constructed pump station to meet all current design requirements.

ISSUES:

The WEPS and force main are reaching the end of a typical useful life for a pump station. The components are in need of upgrades and are outdated. There is no standby generator or control building for this station. The Virginia SCAT regulations require that a pump station must be able to convey the peak flow with the largest pump out of service. Based on the available data, the WEPS cannot meet this requirement for future flows (assumed 20 year planning period).

BUDGET IMPACT:

The budget impact will depend on the chosen alternative, and further discussion will be needed.

ATTACHMENT(S):

- PowerPoint presentation will be forwarded to Town Council prior to the July 25, 2017 meeting.

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STAFF REPORT
INFORMATION ITEM

Item #11f

SUBJECT: Tree Removal/Replacement in Hirst Farm

DATE OF MEETING: July 25, 2017

STAFF CONTACT: Jason Didawick, Assistant Director of Public Works
Alex Vanegas, CPM, Interim Town Manager

SUMMARY and RECOMMENDATIONS:

The ash bore is a nation-wide spread that has killed off many of the ash trees throughout the region. Many of the ash trees in Hirst Farm and a few in Locust Grove exist in tree easements in which many of these plants are dying and/or decaying. Staff will be working with the Tree & Environment Sustainability Committee (TESC) to develop a plan to remove the trees throughout the summer and plant replacement trees in the early fall. Staff recommends that all the dead trees be removed and the property owners be given an option of picking from a list one of a variety of five hardy trees to replace the tree or trees that staff removes. Once the trees are replaced staff will work with the Town Council to remove the tree easements so that it is consistent with other subdivisions in the community.

BACKGROUND:

The developer of Hirst Farm provided a tree easement on each residential unit property to ensure that the Town is responsible for the majority of the trees as part of a movement by a previous council to provide a community that has a suburban tree canopy. Unfortunately, many of the trees were not properly planted. Some of the dead trees were found to be still encased in burlap bags. Staff took an inventory in the early spring and found over 17 dead or dying trees. Staff needs to update the inventory of dead trees. If possible, staff will remove the trees using internal resources in order to keep costs down. Staff will work with the TESC to develop a fall tree replacement plan. Once the plan is complete, staff will issue a letter the effected homeowner.

BUDGET IMPACT:

Staff will be obtaining quotes from local contractors to install trees in bulk for lower pricing and a warranty on trees. The replacement trees will be in the order of magnitude between \$500-\$600 per tree. With the already identified 17 trees, the budget for this activity would slightly exceed \$10,000.

ATTACHMENT:

- Accepted Purcellville Tree List to be modified
- Sample draft letter to homeowners with dead trees.

Canopy trees	Botanical name	Cultivars	Function	Height	Spread	Canopy	Decid./Evergr.	Native	Special features	Comments
White Fir	<i>Abies concolor</i>		B	50-60'	20-30'	N/A	evergreen	Y	nice bark when older	
Fraser Fir	<i>Abies fraseri</i>		B	30-40'	20-25'	N/A	evergreen	Y	soft foliage	
Hedge maple	<i>Acer campestre</i>	Queen Elizabeth	B,P,S	25-35'	25-35'	177	deciduous	N	multi trunked	
Red maple	<i>Acer rubrum</i>	Red Sunset; October Glory; Autumn Blaze; Autumn Flame; Burgundy Belle	B,P,S	40-70'	30-50'	314	deciduous	Y	great fall color	Prune when young
Sugar maple	<i>Acer saccharum</i>	Commemoration, Legacy	B,P,S	60-75'	2/3 ht	314	deciduous	Y	outstanding fall color	prune when young
Purpleblow maple; Shantung maple	<i>Acer truncatum</i>	Pacific Sunset (Warrenred)	B,P,S	20-25'	15-20'	177	deciduous	N	fall color	underused
River Birch	<i>Betula nigra</i>	Heritage	B,P,S	40-70'	40-60'	201	deciduous	Y	exfoliating bark	specify single or multi trunk
European birch	<i>Carpinus betulus</i>	Fastigiata	B,P,S	40-60'	30-40'	79	deciduous	N	smooth bark, like beech	nice upright tree
Chinese chestnut	<i>Castanea chinensis</i>		B	40-60'	40-60'	N/A	deciduous	N	edible nuts	
American chestnut	<i>Castanea dentata</i>	**use resistant cvs only	B	40-60'	40-60'	N/A	deciduous	Y	almost extinct	American Chestnut Society program
Sugar Hackberry	<i>Celtis laevigata</i>		B,P,S	60-80'	60-80'	254	deciduous	Y	corky bark	
Hackberry	<i>Celtis occidentalis</i>	Prarie Pride	B	40-60'	40-60'	314	deciduous	Y	corky bark	tolerates urban soils
Katsura	<i>Cercidiphyllum japonicum</i>		B,P,S	40-50'	20-30'	177	deciduous	N	pyramidal when young	
American Yellowwood	<i>Cladrastis lutea</i>		B,P,S	30-50'	40-55'	201	deciduous	Y	yellow panicles in spring	smooth bark
Japanese Cedar	<i>Cryptomeria japonica</i>	Yoshino	B	50-60'	20-30'	N/A	evergreen	N	winter color change	nice evergreen screen
Ginkgo (male only)	<i>Ginkgo biloba</i>	Autumn Gold, Princeton Sentry	B,P,S	50-80'	30-40'	179	deciduous	N	brilliant yellow fall color	urban tolerance
Thornless honeylocust	<i>Gleditsia triacanthos var.inermis</i>	Shademaster, Moraine	B,P,S	30-70'	30-70'	254	deciduous	Y		dappled shade
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>	Espresso	B	60-75'	40-50'	177	deciduous	Y	Pods	
American holly	<i>Ilex opaca</i>	Jersey Princess; William Paca	B	40-50'	18-25'	N/A	evergreen	Y	specimen	slow growing
Eastern Red Cedar	<i>Juniperus virginiana</i>	Emerald Sentinel; Hillspire	B	40-50'	8-15'	N/A	evergreen	Y	wildlife habitat	need male & female for fruit
Sweet gum	<i>Liquidambar styraciflua</i>	Rotundiloba (fruitless)	B,P,S	60-75'	2/3 ht	254	deciduous	Y	corky bark interest	fall color
Southern magnolia	<i>Magnolia grandiflora</i>	Bracken's Brown Beauty; Claudia Wannamaker; Gloriosa	B,P,S	60-80'	30-50'	N/A	evergreen	Y	glossy leaves; fragrant flowers	
Dawn Redwood	<i>Metasequoia glyptostroboides</i>		B	70-100'	25'	200	deciduous	N	reddish bark	like bald cypress
Black gum; Black Tupelo	<i>Nyssa sylvatica</i>	Autumn Cascades	B,P,S	30-50'	20-30'	254	deciduous	N	outstanding red fall color	choose smaller sizes
American hophornbeam; Ironwood	<i>Ostrya virginiana</i>		B,P	25-40'	2/3 ht	N/A	deciduous	Y	smooth bark	underused
Norway spruce	<i>Picea abies</i>		B	40-60'	25-30'	N/A	evergreen	N		
White spruce	<i>Picea glauca</i>		B	40-60'	10-20'	N/A	evergreen	Y		
Serbian spruce	<i>Picea omorika</i>		B	50-60'	20-25'	N/A	evergreen	N	graceful form	nice spruce for narrow places
Colorado spruce	<i>Picea pungens</i>	Hoopsii; Thompsenii	B	90'+	20-30'	N/A	evergreen	Y	bluest color	specimen use
Chinese Pistache	<i>Pistacia chinensis</i>		B,P,S	30-35'	20-25'	N/A	deciduous	N		Urban tolerance
London Plane tree	<i>Platanus x acerifolia</i>	Bloodgood	B,P,S	75-100'	75-100'	254	deciduous	N	white mottled bark	disease resistant
White oak	<i>Quercus alba</i>		B,P,S	60-80'	70-90'	314	deciduous	Y	scaly bark	large tree
Swamp White oak	<i>Quercus bicolor</i>		B,P,S	50-60'	50-60'	314	deciduous	Y		
Willow oak	<i>Quercus phellos</i>		B,P,S	40-60+	40-60+	177	deciduous	Y		Prune when young
English oak	<i>Quercus robur</i>	Fastigiata	B,P,S	40-60'	40-60'	N/A	deciduous	N		nice upright oak
Pond Cypress	<i>Taxodium ascendens</i>	Prarie Sentinel	B,P,S	60'	10'	254	deciduous	Y	Attractive foliage	Urban tolerant; also wet soils
Bald cypress	<i>Taxodium distichum</i>	Shawnee Brave	B,P,S	75'	18'	N/A	deciduous	Y	pyramidal shape	urban tolerant & likes wet soils
Eastern arborvitae; White cedar	<i>Thuja occidentalis</i>	Emerald, Nigra	B	50-60'	20-30'	N/A	evergreen	Y		
Giant arborvitae	<i>Thuja plicata</i>	Green Giant	B	50'	15-25'	N/A	evergreen	Y		
American Linden; Basswood	<i>Tilia americana</i>		B,P	60-80	30-40'	314	deciduous	Y		
Silver Linden	<i>Tilia tomentosa</i>	Green Mountain, Brabant	B,P,S	50-70'	25-30'	177	deciduous	N		pest resistant
Lacebark elm	<i>Ulmus parvifolia</i>	Allee; Athena	B,P,S	40-50'	40'	177	deciduous	N	nice mottled bark	
American elm	<i>Ulmus sp.</i>	Pioneer, Cathedral, Triumph, Liberty	B,P,S	80-100'	50-70'	415	deciduous		Disease resistant	Use only recommended cultivars
Japanese Zelkova	<i>Zelkova serrata</i>	Spring Grove; Green Vase, Village Green	B,P,S	50-80'	50-80'	177	deciduous	N	vase shape	
LEGEND:										
Function: B= buffer										
P= parking										
S= street										
* *Tree canopy coverage at 20 years in square feet: This section determines compliance with Section 61-10.C of the Chesapeake Bay Preservation Ordinance										
Information source: Virginia Nursery & Landscape Association, Inc. Source: <u>Manual of Woody Landscape Plants</u> by Michael Dirr										

Common Names	Botanical name	Cultivars	Height	Canopy*	Spread	Function	Decid./Evergr.	Native	Sun/shade	Special features	Comments
Trident maple	<i>Acer buergeranum</i>		20-25'	177	20-25'	B	deciduous	N	sun		
Amur maple	<i>Acer ginnala</i>		15-18'	177	15-18'	B,P	deciduous	N	sun/shade	multi trunk large shrub	
Paperbark maple	<i>Acer griseum</i>		20-30'	177	10-20'	B,S	deciduous	N	sun	exfoliating bark	slow growing
Japanese maple	<i>Acer palmatum</i>		15-25'	177	15'25'	B	deciduous	N	sun/shade		
Red buckeye	<i>Aesculus pavia</i>		10-20'	N/A	10-20'	B,P	deciduous	Y	sun	Red spring flowers	moist, well drained soil
Serviceberry	<i>Amelanchier sp.</i>		15-25'	117	15-25'	B,P	deciduous	Y	sun/shade	multi season interest	tasty fruit
American hornbeam; musclewood	<i>Carpinus caroliniana</i>		20-30'	177	20-30'	B	deciduous	Y	part shade/shade	muscle-like smooth bark	best use near stream areas
Redbud	<i>Cercis canadensis</i>	Forest Pansy, Oklahoma	20-25'	201	20-25'	B,P	deciduous	Y	sun	spring flower	edge tree
Chinese fringe tree	<i>Chionanthus retusus</i>		15-25'	113	15-25'	B, P, S	deciduous	N	sun	white flowers, blue drupes	
White Fringe tree	<i>Chionanthus virginicus</i>		12-20'	113	12-20'	B, P	deciduous	Y	sun	fragrant white flowers	Arbor Day tree 2006
Dogwood	<i>Cornus florida</i>	Rutgers hybrids, Cherokee Princess, Cloud 9, Junior Miss	15-25'	177	15-25'	B,S	deciduous	Y	part sun/shade	white flowers, red fall fruit	state tree
Kousa dogwood	<i>Cornus kousa</i>		15-25'	177	15-25'	B,S	deciduous	N	sun	blooms later than native	disease resistant
Cornelian cherry dogwood	<i>Cornus mas</i>		20-25'	113	15-25'	B,S	deciduous	N	sun/part shade		earliest flowers in spring
European weeping beech	<i>Fagus sylvatica</i>	Pendula	50-60'	201	35-40'	B	deciduous	N	sun	weeping form	
Carolina silverbell	<i>Halesia tetraptera</i>		30-40'	N/A	20-35'	B,P,S	deciduous	Y	sun/part shade	white bell shaped flowers	underused
Golden raintree	<i>Koelreuteria paniculata</i>		30-40'	177	30-40'	B,P	deciduous	N	sun	summer yellw flowers	moderate maintenance
Crape myrtle	<i>Lagerstroemia sp.</i>		15-25'	177	15-25'	B,S,P	deciduous	N	sun	multi season interest	choose disease resistant cvs.
Amur maackia	<i>Maackia amurensis</i>		20-30'	N/A	20-30'	B,P,S	deciduous	N	sun	late summer flowers	underused
Saucer magnolia	<i>Magnolia soulangiana</i>		20-30'	177	20-30'	B,P	deciduous	N	sun	flowers	prone to scale
Star magnolia	<i>Magnolia stellata</i>		15'20'	79	15'20'	B,P	deciduous	N	sun	flowers	
Sweetbay magnolia	<i>Magnolia virginiana</i>		30'+	113	15-20'	B,P	semi evergreen	Y	sun		
Flowering crabapple	<i>Malus spp.</i>		15-20'	177	15-20'	B,S,P	deciduous	N	sun	multi season interest	choose disease resistant cvs.
Sourwood	<i>Oxydendrum arboreum</i>			113		B,S,P	deciduous	Y	sun	flowers, brilliant red fall color	Slow growing; establishment
Persian ironwood	<i>Parrotia persica</i>		40'	N/A	60'	B	deciduous	N	sun	fall color, mottled bark	underused
Bell-flowered cherry	<i>Prunus campanulata</i>	Okame	25-30'	177	25'-30'	B,S,P	deciduous	N	sun	flowers	
Flowering cherry	<i>Prunus serrulata</i>	Kwanzan, Shirofugen	15-25'	177	20-25'	B,S,P	deciduous	N	sun		overused
Weeping Higan cherry	<i>Prunus subhirtella var.pendula</i>		15-20'	133	25-30'	B	deciduous	N	sun	weeping form	
Yoshino cherry	<i>Prunus x yedoensis</i>		25-30'	133	30'	B,S,P	deciduous	N	sun	flowers	
Japanese pagoda tree	<i>Sophora japonica</i>		50-75'	254	50-75'	B,S	deciduous	N	sun	Prune to central leader	Urban tolerance
Japanese snowbell	<i>Styrax japonicus</i>	Emerald Pagoda	20-30'	113	20-30'	B,S,P	deciduous	N	part shade	smooth mottled bark	borers sometimes problem
*See Legend notes under Canopy trees											

Common Name	Botanical name	Function	Comments
Glossy abelia	<i>Abelia spp.</i>	B,P	deciduous
Bugleweed	<i>Ajuga reptans</i>	B,P	groundcover
Chokeberry	<i>Aronia arbutifolia</i>	B	deciduous
Japanese aucuba	<i>Aucuba japonica</i>	B,P	Evergreen
Boxwood	<i>Buxus spp</i>	B	evergreen
Carolina allspice	<i>Calycanthus floridus</i>	B,P	deciduous
Sweetshrub	<i>Calycanthus floridus</i>	B,P	deciduous
Japanese falsecypress	<i>Chamaecyparis pisifera</i>	B,P	evergreen
Summersweet	<i>Clethra alnifolia</i>	B,P	deciduous
Cotoneaster	<i>Cotoneaster spp</i>	B,P	deciduous
Smokebush	<i>Cottinus coggygria</i>	B	deciduous
Fothergilla	<i>Fothergilla spp</i>	B	deciduous
Hellebores	<i>Hellebores spp.</i>	B,P	groundcover
St. Johns Wort	<i>Hypericum spp.</i>	B,P	groundcover
Chinese holly	<i>Ilex cornuta</i>	B,P	evergreen
Japanese holly	<i>Ilex crenata</i>	B,P	evergreen
Holly	<i>Ilex spp</i>	B,P	
Sweetspire	<i>Itea virginica</i>	B,P	deciduous
Juniper	<i>Juniperus species</i>	B,P	evergreen
Spicebush	<i>Lindera benzoin</i>	B,P	deciduous
Liriope	<i>Liriope spp</i>	B,P	groundcover
Oregon grape holly	<i>Mahonia aquifolium</i>	B,P	evergreen
Pachysandra	<i>Pachysandra terminalis</i>	B,P	groundcover
Cinquefoil	<i>Potentilla spp</i>	B,P	deciduous
Cherry laurel	<i>Prunus laurocerasus</i>	B,P	evergreen
Azalea	<i>Rhododendron spp</i>	B	evergreen/deciduous
Spirea	<i>Spirea spp.</i>	B,P	deciduous
Common lilac	<i>Syringa vulgaris</i>	B,P	deciduous
English yew	<i>Taxus baccata</i>	B,P	evergreen
Japanese yew	<i>Taxus cuspidate</i>	B,P	evergreen
Viburnum	<i>Viburnum spp.</i>	B,P	deciduous/semi-evergreen
Periwinkle	<i>Vinca minor</i>	B,P	groundcover
Chaste tree	<i>Vitex agnus-castus</i>	B,P	deciduous
Wiegela	<i>Wiegela spp.</i>	B,P	deciduous
See legend notes under canopy trees			

Prohibited species	Botanical name	Comments
Boxelder	<i>Acer negundo</i>	weak wood; insects
Norway maple	<i>Acer platanoides</i>	invasive species; girdling roots
Silver maple	<i>Acer saccharinum</i>	weak wood; structural problems
Tree of Heaven	<i>Ailanthus altissima</i>	invasive species
Barberry	<i>Berberis thunbergii</i>	invasive; profuse self seeder
Paper Birch	<i>Betula papyrifera</i>	borers; out of range
Autumn olive	<i>Eleagnus angustifolia</i>	invasive;diseases
Burning bush	<i>Euonymus alatus</i>	invasive
Ash species	<i>Fraxinus sp.</i>	borers; establishment issues
Ginkgo (female only)	<i>Ginkgo biloba</i>	odorous fruit
Mulberry species	<i>Morus sp.</i>	invasive; high maintenance; messy fruit
Princess tree	<i>Paulownia tomentosa</i>	invasive
Austrian pine	<i>Pinus nigra</i>	disease
Eastern White pine	<i>Pinus strobus</i>	insects/borers; pine decline
Scots pine	<i>Pinus sylvestris</i>	disease
Poplar; Aspen	<i>Populus sp.</i>	invasive
Black cherry	<i>Prunus serotinia</i>	invasive
Bradford pear	<i>Pyrus calleryana</i>	invasive; poor branch attachment
Scarlet oak	<i>Quercus coccinea</i>	bacterial leaf scorch; high maintenance
Pin oak	<i>Quercus palustris</i>	bacterial leaf scorch; high maintenance
Red oak	<i>Quercus rubra</i>	Bacterial leaf scorch; high maintenance
Black locust	<i>Robinia pseudoacacia</i>	weak structure
Willow species	<i>Salix sp.</i>	water seeking; invasive roots
Littleleaf linden	<i>Tilia cordata</i>	Japanese beetles
Siberian elm	<i>Ulmus pumila</i>	messy; high maintenance
Leyland cypress	<i>x Cupressocyparis leylandi</i>	disease, shallow roots, overuse

July 18, 2017

Resident,

The Town of Purcellville has removed a dead/dying tree within our tree easement on your property according to Town Code Sec. 86-30. The Town will be replacing the tree during the planting season this year.

Sec. 86-30. - Planting, maintenance and removal.

The town shall have the right to plant, maintain, and remove trees, plants and other woody ornamentals or parts thereof on public property or within town easements. The town arborist/tree and beautification commission (or town designee) may remove or order to remove any tree or part thereof which is in an unsafe condition, or which by reason of its nature is injurious to, or limits access to sewers, fire hydrants, electric lines, or other utility lines (pipes), or any other public improvements, or is affected with any injurious disease, insect or condition.

This section does not prohibit the planting of street trees within the road right-of-way by abutting property owners as a donation or contribution, provided the town arborist/tree and beautification commission (or town designee) grants prior written approval. The selection and location of said trees shall be in accordance with the provisions of this ordinance, the Town of Purcellville Zoning Ordinance and any other applicable town regulations.

The town may also allow right-of-way (ROW) plantings provided the town arborist/tree and beautification commission (or town designee) gives prior written permission. A written request to install ROW plantings shall be addressed to the town arborist/tree and beautification commission (or town designee).

(Ord. No. 06-04-01, § 86-4.0, 11-14-2006)

Please pick two to three canopy trees from the attached list and respond to the email below in the next 14 days. If you have any questions, comments or concerns, please feel free to contact me at (540) 338-7440 ext. 220.

Sincerely,

Jason Didawick
Maintenance Superintendent
jdidawick@purcellvilleva.gov

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STAFF REPORT
INFORMATION ITEM

Item #11g

SUBJECT: Advertising Opportunities for 2018 Official Loudoun
Visitors Guide

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Alex Vanegas, CPM, Interim Town Manager

SUMMARY and RECOMMENDATIONS:

Staff received a phone call from Mike Howen from Lure Creative Design on Tuesday, July 18, 2017 regarding an advertising opportunity in the 2018 Official Visitor's Guide for Loudoun County. In 2015, the Town of Purcellville purchased a half page ad which is enclosed as an attachment. Staff would like to work with the Town Council to develop a more robust advertisement that captures the attention of the reader as well as the true essence of Purcellville. The Town can either pay the developer to design the advertisement based on our preferences for a cost of \$50.00 or we can chose to develop our own ad. At this time, staff is asking the Town Council to provide their preference for moving forward with this advertisement. Staff would also like council member to dedicate time to assist in the design of the overall advertisement.

BACKGROUND:

With guaranteed circulation of 50,000 copies and even more printed, the guide is distributed to thousands of qualified travelers throughout the year, and is an essential component to their planning, both prior to, and during visits to Loudoun. Available ad positions, sizes and rates are found in the sales form included with this staff report. The

Loudoun County Visitors Guide is Loudoun County's official tourism publication, and is the most effective way to reach the 1.3 million annual visitors to Loudoun County!

The Town placed a half page ad in the 2015 edition of the guide. The publisher is requesting commitments to advertise an ad by Thursday-July 20, 2017. The artwork deadline is September 8, 2017. Advertising rates range from \$4,500.00 for a back cover or inside cover ad to \$500.00 for a basic, enhanced listing. Staff has committed to place a half page ad in the 2018 Official Loudoun Visitors Guide. The rate for the ad would be \$1,350.00. To have the publisher assist in the development of the ad would be an additional \$50.00. There is also an option A which include a Facebook/Social media ad for an additional \$100.00. The full cost would be \$1,500.00. There is no budget impact related to this expenditure since existing budgeted funds either from the Economic Development budget or the Public Information budget, or a combination of the two, would be used as determined by the Town Manager's Office.

BUDGET IMPACT:

The budget impact will depend on the chosen alternative, and further discussion will be needed. The range is \$1,350.00-\$1,500.00.

ATTACHMENT(S):

- -Email from Mike Howren forwarded to the Town Council on July 18, 2017
- -2018 Loudoun County Rate card for Visitors Guide
- -2015 Ad placed by the Town of Purcellville

Vanegas, Alex

From: Vanegas, Alex
Sent: Tuesday, July 18, 2017 5:42 PM
To: Town Council; Davis, Daniel; 'Amie Ware'
Subject: FW: Town of Purcellville Ad Renewal for Loudoun County Visitors Guide
Attachments: 2018-Loudon-County-Rate-Card.pdf

Mayor Fraser & Council members,

I received a phone call from the Mike Howren, Lure Creative Design, that is partnering with Loudoun County Visitors Center to develop the Official Visitors Guide for Loudoun County. Last year we participated in the guide by purchasing a half page ad which can be found on page 31 by clicking the following link: https://res.cloudinary.com/simpleview/image/upload/v1/clients/loudoun/VL_Visitors_Guide_Digital_D2_fde0e438-1f5d-424e-9a6b-0467050226e2.pdf. The cost for a half page ad is \$1350. The cost for the various ad sizes can be found on the attached rate card. Please let me know if you support sponsoring another ad this year and if the size is appropriate. Thanks.

Best regards,

Alex

From: Mike Howren [mailto:mike@lurecreativdesign.com]
Sent: Tuesday, July 18, 2017 5:03 PM
To: Vanegas, Alex <avanegas@purcellvilleva.gov>
Subject: Town of Purcellville Ad Renewal for Loudoun County Visitors Guide

Hello Alex,

It was a pleasure speaking with you today.

As I mentioned over the phone, the Loudoun County Visitors Center has partnered with our company, Lure Creative Design, to publish the next Official Visitors Guide for Loudoun County.

In the last guide, the Town of Purcellville had a half page ad on page 31. Here is a link to the guide for your reference - https://res.cloudinary.com/simpleview/image/upload/v1/clients/loudoun/VL_Visitors_Guide_Digital_D2_fde0e438-1f5d-424e-9a6b-0467050226e2.pdf

David Duval and Jackie Saunders at the Visitors Center, asked me to contact you first to make sure you were able to renew your space, before we open up advertising opportunities to everyone else on July 20th.

I have attached the advertising rate card which details your options for participating. Simply fill out page 2 and email it back to me so we can reserve your space.

You can send us your display ad, or we can design an ad for you. Just indicate which option you prefer, on the agreement.

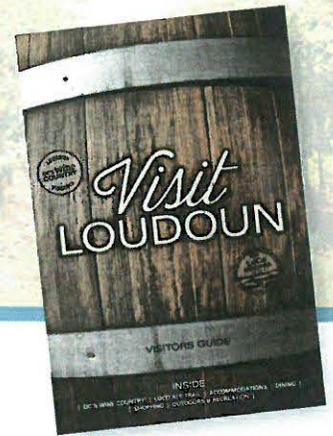
Please call me directly with any questions, at 330-907-8710.

I look forward to working with you!

Thank you,

Mike Howren
Lure Creative Design
198 Portage Trail West
Suite 100F
Cuyahoga Falls, OH 44223
(330) 907-8710

LOUDOUN COUNTY VISITORS GUIDE



Visit
LOUDOUN

- DC's Wine Country® -



50,000

FULL COLOR COPIES
DISTRIBUTED

Copies of the guide are distributed at various locations to reach our visitors, including:

Visit Loudoun Visitor Center in
Downtown Leesburg

Northern Virginia Visitor Centers
in Fairfax, Alexandria &
Prince William

Local attractions and hotels.

Used as main fulfillment piece
mailed in response to visitor phone
calls for information and inquiries
from VisitLoudoun.org

A Digital Edition of the guide will
be accessible on our website,
VisitLoudoun.org, reaching over
240,000 visitors each year, at no
additional cost to you

The Digital Edition allows your
display ad to link directly to
your website, increasing your
circulation and website traffic
for FREE!

◆
*Your ad is circulated for
an entire year!*

**ARTWORK, PAYMENT &
AGREEMENT DEADLINE
September 8, 2017**

ATTENTION LOUDOUN COUNTY TOURISM INDUSTRY PARTNERS!

Visit Loudoun is getting ready to produce the newest edition of our Visitors Guide, and we have some exciting announcements!

We have partnered with a new publisher, Lure Creative Design, to produce the Official Loudoun County Visitors Guide. Lure Creative Design is a full-service Destination Marketing Agency that specializes in assisting destinations with the production of Visitors Guides.

The Loudoun County Visitors Guide is Loudoun County's official tourism publication, and is the most effective way to reach the **1.3 million annual visitors** to Loudoun County! This publication will engage, educate, entertain and guide visitors and local residents of Loudoun County.

Tourism contributes to Loudoun County's economy, and these visitors account for over \$1.6 billion in revenue at local businesses just like yours every year!

Please view the ad sizes and rates below for your options for participating, and please contact Mike Howren at Lure Creative Design to reserve your space, at **330-907-8710** or by email at mike@lurecreativedesign.com. Space is limited, so please act quickly. We look forward to seeing you all in our new Visitors Guide!

If you have any questions, please contact David Duval with Visit Loudoun at 703-669-4433 or duval@visitloudoun.org.

Option A (+ \$100)

Print Ad + Facebook Ad *Special offer for advertisers only!!*

- *Receive all of the following, just add \$100 to your display ad amount!*
- *One Facebook Ad Design.*
- *Set-up of Targeting for Your Ad - All Demographic and Geographic Information.*
(This just means your ad will appear in the newsfeeds of the exact people you want to target!)
- *One Month of Free Ad Spend.*
- *Website & Social Media Audit.*
(We will provide a score card on what you're doing well and what you can improve!)

Option B (Same as last year)

Print Ad Only

Ad space is limited and subject to availability. Position guarantee (1/2 page minimum) add 15%. Note: Other position requests will be considered. However, ultimate position of advertisements is at the discretion of the publisher.

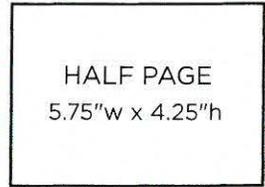
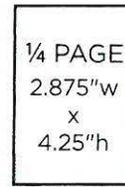
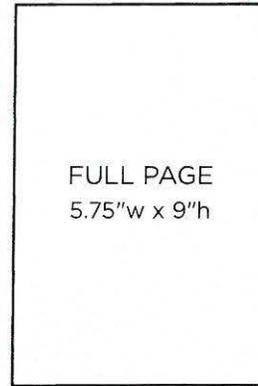
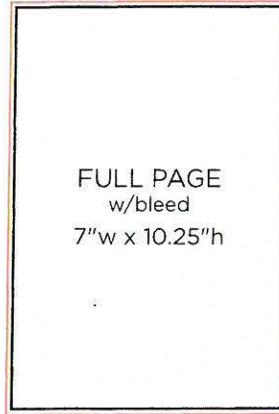
Additional information on reverse side

INSIDE PAGE RATES

- ENHANCED LISTING \$500
- QUARTER PAGE \$750
- HALF PAGE \$1,350
- FULL PAGE \$2,500

COVER PAGE RATES

- INSIDE BACK COVER \$3,500
- BACK COVER \$4,500
- INSIDE FRONT COVER \$4,500



PRINT READY ART REQUIREMENTS

Press ready PDF files preferred, with all type converted to path. PDF files must be high resolution (300dpi) CMYK color built to the exact dimensions (no crop marks or bleed lines)

Additional formats include: High Resolution TIFF, EPS, Illustrator and Photoshop files

No Spot colors. All colors must be CMYK. Bleeds must be at least .125

MATERIAL HANDLING

- Design My Ad - \$50 fee
- Will Send New Artwork

CONTACT INFORMATION

Company: _____ Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____ Phone: _____

PAYMENT INFORMATION

- Cash Check Credit Card (Complete Field Below)
- Mastercard Visa American Express Discover

Name on Card: _____
Card #: _____
Exp. Date: _____ Security Code: _____
Billing Address: _____

Billing Phone: _____

Send Payment to:
198 Portage Trail West, Suite 100F
Cuyahoga Falls, OH 44223

Please make checks payable to:
Lure Creative Design, Inc.

DATES TO REMEMBER

Art Work, Payment & Agreement Deadline:

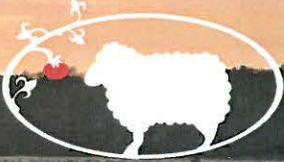
SEPTEMBER 8, 2017

Authorized By: _____
Signature: _____
Date: _____

Payment Terms: Payment must be made in full before display ad will be included in publication. All payments are non-refundable.



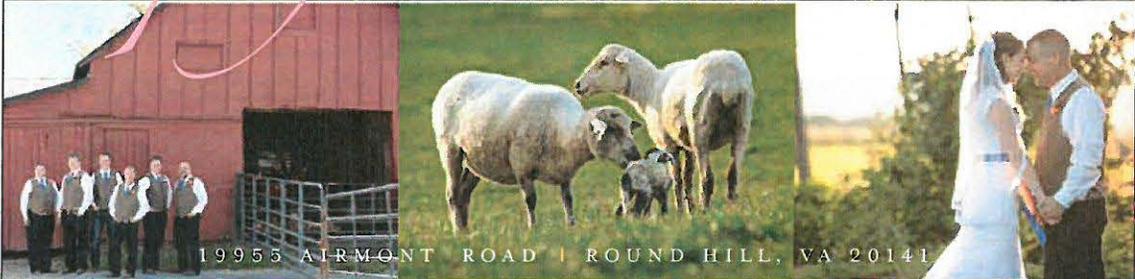
LOCATED IN WINE COUNTRY AN HOUR FROM DC



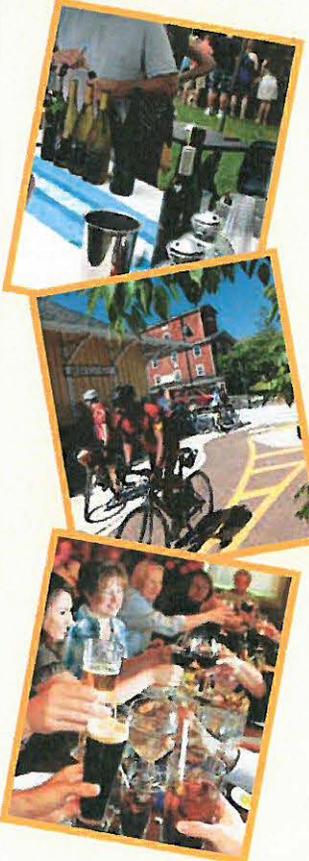
East Lynn Farm
WWW.EASTLYNNFARM.COM

FOR THE *perfect* COUNTRYSIDE WEDDING OR WEEKEND...

(571) 257-4243 | THEINNEASTLYNN@GMAIL.COM



19955 AIRMONT ROAD | ROUND HILL, VA 20141



Purcellville

In the Heart of DC's
Wine Country



Discover Our Treasures

Nestled in the heart of DC's wine country, the town is surrounded by award-winning wineries, craft breweries, Loudoun's first distillery since Prohibition, a great selection of eclectic boutiques, great restaurants, regular weekend entertainment, and annual events.

Purcellville's rich history is preserved with the W&OD Bike Trail, Fireman's Field ballpark, the Train Depot, and Bush Tabernacle – each a unique amenity where you can take a leisurely bike ride, enjoy a Babe Ruth baseball game, strap on some roller skates, or browse the offerings at the farmers market. Come see for yourself!

2015 Signature Events
Loudoun Grown Expo February 14
Music & Arts Festival May 16 • July 4th Parade
Wine & Food Festival July 18 • Christmas in Purcellville December

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STAFF REPORT
ACTION ITEM

Item #12a

SUBJECT: All-way Stop Consideration at Nursery Ave./32nd Street

DATE OF MEETING: July 25, 2017

CONTACTS: Alex Vanegas, CPM, Interim Town Manager

SUMMARY:

At the May 9, 2017, the Town Council asked staff to obtain statistics on speed and vehicle counts to provide more data so that staff could assess the underpinning issues associated with speeding on 32nd Street. This data provides some insights to the indirect impacts associated with the removal of two stop signs on 32nd street at the intersection with Nursery Avenue. At the Town Council meeting on June 27, 2017, staff was asked to develop a POLCO question to gauge the community's perspective on this issue. Staff is presenting this information to the Town Council for further discussion or to take action on this matter.

BACKGROUND:

In 2009, due to several citizen and a LCPS bus driver's complaints regarding the stop signs located on 32nd Street at the intersection with Nursery Avenue, staff was asked to hire a consultant to analysis the need for stop sign at this location. The complaints varied from drivers running the stop signs, stacking of vehicles and concern with stopping in an area with older tree limbs that may fall on a vehicle. Staff reached out to Kimley Horn who conducted an evaluation of the respective intersection. It was there professional opinion that the two stop signs should be removed on 32nd Street and that the stop sign on Nursery Avenue should remain. Since 2009, the intersection has functioned without the stop signs

on 32nd Street. Several months ago staff received numerous complaints about speeding and inquired if the stop signs could be re-introduced at the aforementioned intersection. As a result, staff set the MetroCount Traffic counters to obtain the speed statistics. The traffic counters were placed at a location just due south of the respective intersection. The counters were stationed from 8:19 am on Monday, May 22, 2017 to 8:04 am on Wednesday, June 7, 2017 to track both north and south bound traffic. The data from the traffic counters are attached for your consideration. Primarily, the statistics indicated that 88.97% of the vehicles exceeded the 25 mph speed limit with 44.10 % exceeding 5 mph over the speed limit. A POLCO question was added on July 12, 2017 to determine if the community supports a 3-way stop at the intersection of Nursery Avenue and 32nd Street. The POLCO results to date suggest that of all respondents 39.1% favor reinstalling the stop signs and 60.9% do not support this endeavor. The registered voters in the community had similar results with 40.7% supporting the 3-way stop and 59.3% do not support establishing a 3-way stop at that respective location. There are two important items to consider with respect to the POLCO question. First, the POLCO question remains open until July 31, 2017. Second, it is apparent that the individuals living in the section of 32nd Street where the speeding occurs are mostly likely to support the 3- way stop as they are the most likely impacted by the speeding.

RECOMMENDATIONS:

Staff reviewed several options to deal with the speeding issue on 32nd street. The MetroCount data clearly indicated that speeding is occurring in this area. One option which has not been tried is to increase traffic enforcement to reduce the speeding. This can be conducted by occasionally having a patrol officer issue speeding tickets in the area of concern and alternate with radar speed signs on a trailer to inform drivers when they are going above the speed limit in this residential neighborhood. Another option is to design and build speed tables to slow down the traffic. One last thing to consider which may impact this area is the

potential of a new subdivision which can add more vehicles to this section of the road. Staff is providing three motions for consideration.

MOTION:

“I move that the Town Council direct staff to wait until the POLCO question closes and use intermittent traffic enforcement to discourage speeding in the area along 32nd Street near Nursery Avenue”.

or

“I move that the Town Council direct staff to move forward with installing stop signs at the intersection of 32nd Street and Nursery Avenue to create a 3-way stop.”

or

“I move that the Town Council direct staff to move forward to obtain a cost estimate for the design and installation of speed tables to address the speeding issue near the intersection of 32nd Street and Nursery Avenue.”

ATTACHMENT(S):

1. POLCO Question Overview.

Policy Overview

Residents near 32nd Street have proposed that the Town create a 3-way stop intersection at 32nd Street and Nursery Ave. Does the community support a 3-way stop at this intersection?

Policy added **2017-07-12**

Voting ends **2017-07-31**

15 opinions

64 votes

ALL RESPONDENTS:	39.1 % (25) YES	60.9 % (39) NO
Registered voters:	40.7 % (22) YES	59.3 % (32) NO

Description

Residents near 32nd Street have proposed that the Town create a 3-way stop intersection at 32nd Street and Nursery Ave. Does the community support a 3-way stop at this intersection? See below for a vicinity map.



[Google Map Link](#)

Opinions

opinion **FOR** (2 votes):

I'm a "for" not really because of the stop sign proposal but "for" something to address the underlying issue which is speeding on the stretch of 32nd from Nursery to Main. I'd like to see sidewalks continue up to Main because traffic studies show they slow traffic and because I see far too many people walking along the side of the road presumably to get to 7-11 and it's a safety issue. A near term solution could be a rumble strip or other mild form of motorist reminder that they are in town and should slow down. Unfortunately, the MPH indicator is not doing the trick.

opinion **FOR** (2 votes):

As some who lived on 32nd Avenue I fully support this stop sign. The speeding I have witnessed in front of my house is unbelievable and the Purcellville Police do nothing about it. It might back up in the morning/afternoon with the school parents picking up and dropping off kids but that's acceptable. Let's hope they if the put it in that the PP actually enforce it unlike the lack of speed enforcement on 32nd.

opinion **FOR** (1 vote):

Residents whose homes surround the intersection support returning the stop sign. As I understand it they were able to easily cross 32nd Street before the sign was removed and now cannot. They didn't need sidewalks, just for the cars to briefly and fully stop so they could cross over. As a 32nd Street resident I'm 100% sure a stop sign will significantly slow traffic on our road. Certainly the immediate neighbors of the intersection know if one is necessary and I believe they've requested its return, and I fully support them.

opinion **FOR** (0 votes):

The Town-commissioned traffic study in late May and early June showed 89% of traffic exceeding the speed limit, 46% exceeding 30 mph, 11% exceeding 35 mph and a maximum recorded speed of 67 mph (this is not a typo). A stop sign at this intersection is quite clearly necessary. (I encourage you to contact Alex Venegas, avanegas@purcellvilleva.gov, to obtain a copy of the traffic study.)

opinion **AGAINST** (1 vote):

We had a stop sign there before and it's unnecessary. Please do something about 32nd st and main though.

opinion **AGAINST** (1 vote):

There isn't enough traffic at that intersection. I never have trouble getting back on 32nd from Nursery.

opinion **AGAINST** (1 vote):

This was done once before and determined to be a bad idea. Traffic will back up in both directions during commute time. Please don't do this again. It would be better to put a stop light at the intersection of Bus. 7 and 32d St. It's hard to get across that intersection, especially when those large delivery trucks at 7-11 are blocking your vision.

opinion **AGAINST** (1 vote):

This has been done before and removed. Why redo what did not solve any problems before? A better location for some sort of stop sign/light or circle would be at 32nd and Main....that intersection is a hazard at most any time of the day.

opinion AGAINST (1 vote):

I don't think there is a need and I think it would add unnecessary congestion. But PLEASE address the 32nd and main intersection which is a hazard at anytime of the day!

opinion AGAINST (1 vote):

This has been done before and ultimately removed as it failed then to make any change. A light at the intersection at Main St would be better use if \$\$ and a help to traffic going to and from on 32nd St.

opinion AGAINST (0 votes):

A 3-way stop WAS placed there several years ago, then taken down after about a year. Please go back and review why it was not considered feasible then. A much better "help" to those who live on/near 32nd Street would be a stop light at Main and 32nd. I do realize this takes approval from VDOT, but it might happen if warranted (and without a "death" at the intersection first, which is what I've heard is "required" before any stop light would be approved by VDOT....which is very sad, if true). If I'm wrong about that requirement, please correct me.

opinion AGAINST (0 votes):

Not unless both streets are widened with side walks for busses and walkers safety

opinion AGAINST (0 votes):

Making the traffic on 32nd st stop will just add noise (vehicles especially large ones pulling out from the stop) and waste resources (more has and wear and tear on vehicles). I habe never had an issue getting into 32nd from nursery so why add a stop? Put a 3way at 32nd and main st. If you want to add a stop sign that will make a positive difference!

opinion AGAINST (0 votes):

Why, what is the purpose, is it to deter speeding, is there a traffic flow problem at the intersection?? This has been done before and then removed, why?? Putting stop signs at one intersection in the 25mph zone of 32nd Street that is a mile long between Main and A Street will do nothing to slow traffic except in the general vicinity of Nursery. A vehicle can easily get back to, and exceed the posted speed before they get to the next intersection going in either direction so the effect of slowing traffic with one stop sign will have a negligible effect on this stretch of road. You really want to slow traffic, put all-way stop signs at EVERY intersection. Float that idea on POLCO for input... I sympathize with the residents of 32nd Street about speeders but one stop sign is not going to fix the problem. Enforcement, speed cameras, speed tables, etc. Sorry, one stop sign will only fix a very short area of the Street.

opinion AGAINST (0 votes):

Consideration of traffic control at West Main Street and 32nd Street is warranted. It may abate the excessive speed at that intersection as cars approach town or make turns by 7-11. Thank you.

All respondents (64)



Registered Voters (54)

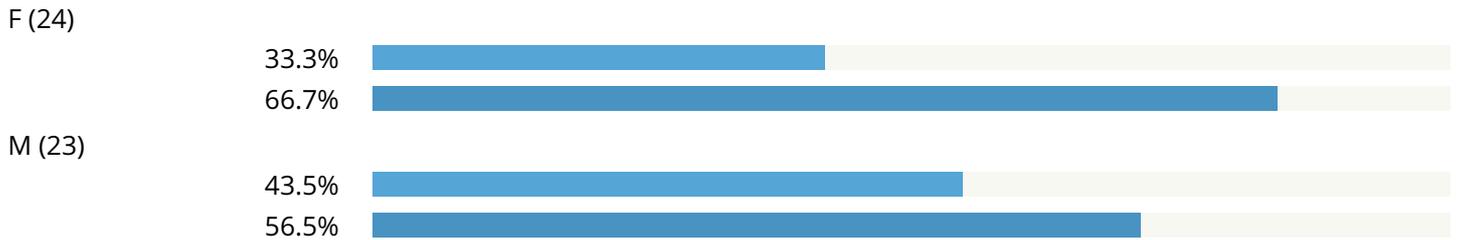


Abstained ()



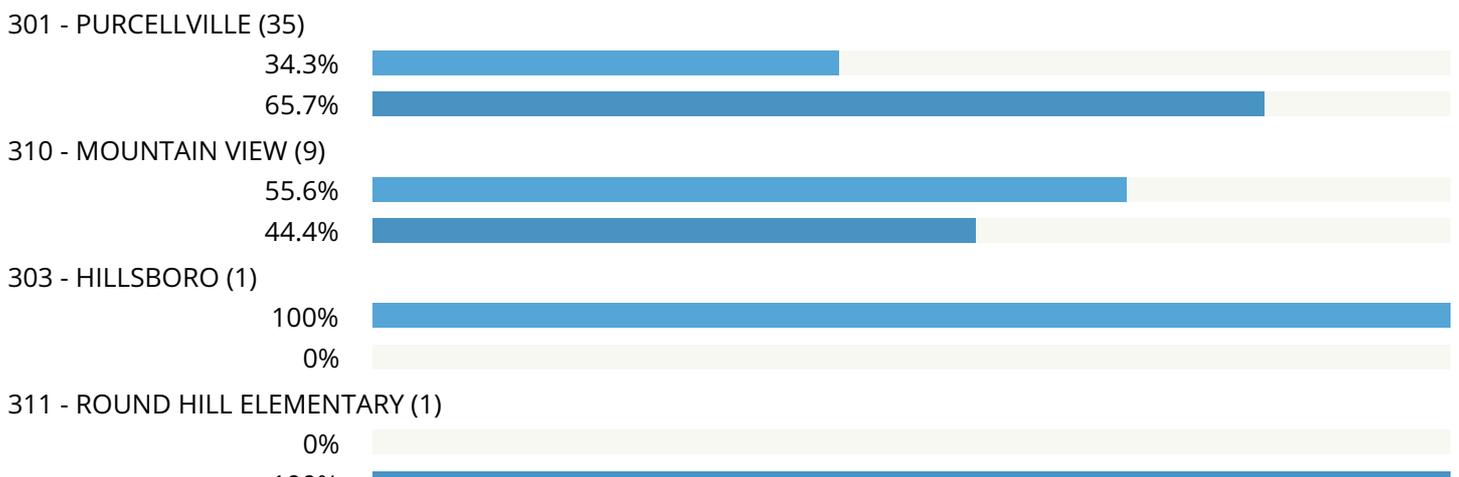
Breakdown

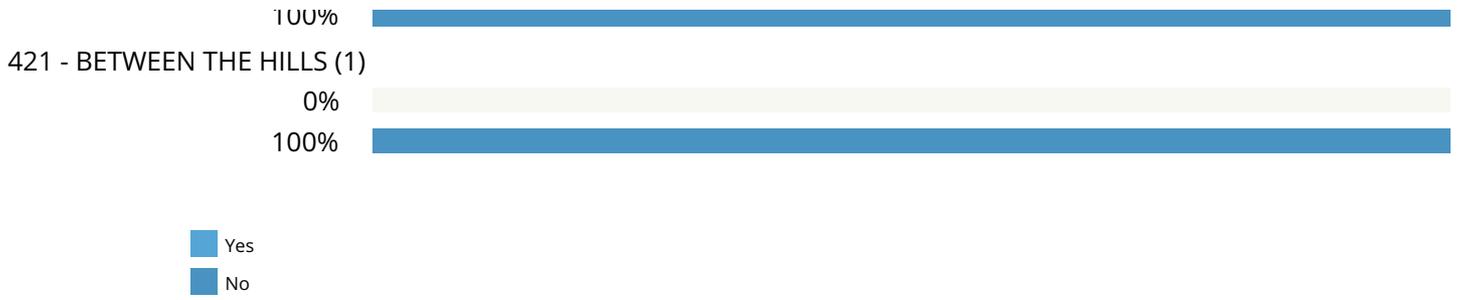
47 Registered voters



Breakdown

47 Registered voters





Breakdown

47 Registered voters



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STAFF REPORT
ACTION ITEM

Item # 12.b

SUBJECT: Resolution to Approve Refunding of Certain Debt Through Direct Bank Loan – Series 2017A

DATE OF MEETING: July 25, 2017

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

SUMMARY and RECOMMENDATIONS:

For the past nine months, the Town Council has discussed with staff, rate consultants, and financial advisors ways to strategically approach the Town’s existing Utility Fund debt in order to limit future user rate increases and to maintain the financial sustainability of the Utility Fund. At the July 11, 2017 Town Council Meeting, the Council agreed to approach refunding certain debt through a direct bank loan (tax-exempt) and a public sale (taxable). This item is specific to the direct bank loan, Series 2017A. Staff recommends approval in order to move forward with the rates proposed by Sterling National Bank.

BACKGROUND:

In reviewing the Town’s Utility Debt profile, Davenport and bond counsel propose that certain debt - named Series 2017A – can remain tax-exempt and would still give the Town maximum flexibility in finding creative revenue sources. This debt is approximately \$5 million and is proposed to be tax-exempt. Davenport recommends a private bank loan for this amount and issued an RFP for banks to propose rates and terms for this loan. The final offer from Sterling National Bank represented the best rate and terms for the Town, including a 20-year fixed rate with favorable pre-payment terms.

In order to approve this refunding, Town Council is asked to approve the attached Resolution, which has been prepared by bond counsel and reviewed by Town staff and the Town’s financial advisor.

More background information is available as part of the May 23, 2017 Town Council Agenda and the July 11, 2017 Town Council Agenda. These can be accessed at <http://www.purcellvilleva.gov/agendacenter>.

BUDGET IMPACT:

The 2017A refunding will set a 3.22% fixed-rate loan for this portion of the Utility Fund debt and, in combination with Series 2017B, will help the Town achieve a more balanced approach to future debt service payments.

DRAFT MOTIONS:

1. I move that the Town Council approve Resolution 2017-07-02, providing for the Issuance, Sale and Award of a General Obligation Refunding Bond, Series 2017A, of the Town of Purcellville, Virginia, in the Maximum Principal Amount of \$5,250,000, to Sterling National Bank, and as further described in the Resolution.

OR

2. I move an alternate motion.

ATTACHMENTS:

1. Resolution 2017-07-02

The undersigned Town Clerk of the Town of Purcellville, Virginia (the "Town"), certifies as follows:

1. A regular meeting of the Town Council of the Town of Purcellville, Virginia, was held on July 25, 2017, at the time and place established by the Town Council for such meetings, at which the following members were present and absent during the voting on the resolution referred to below:

PRESENT: [Kwasi Fraser, Mayor
Nedim Ogelman, Vice Mayor
Chris Bledsoe, Council Member
Ryan Cool, Council Member
Kelli Grim, Council Member
Karen Jimmerson, Council Member
Doug McCollum, Council Member]

ABSENT: [None]

2. A resolution entitled "Resolution Providing for the Issuance, Sale and Award of a General Obligation Refunding Bond, Series 2017A, of the Town of Purcellville, Virginia, in the Maximum Principal Amount of \$5,250,000, Providing for the Form, Details and Payment Thereof and Providing for the Refunding of Certain Prior Indebtedness of the Town," was duly adopted by an affirmative roll call vote of a majority of all members of the Council, the ayes and nays being recorded in the minutes of the meeting as shown below:

MEMBER

VOTE

3. Attached hereto is a true, correct and complete copy of such resolution as adopted at such meeting and recorded in the minutes.

4. The foregoing resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Purcellville, Virginia, this ____ day of July, 2017.

(SEAL)

Town Clerk, Town of Purcellville, Virginia

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 17-07-02

PRESENTED: JULY 25, 2017
ADOPTED: _____

A RESOLUTION: PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2017A, OF THE TOWN OF PURCELLVILLE, VIRGINIA, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,250,000, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF AND PROVIDING FOR THE REFUNDING OF CERTAIN PRIOR INDEBTEDNESS OF THE TOWN

WHEREAS, the Town of Purcellville, Virginia (the “Town”), has issued its General Obligation Refunding Bonds, Series 2013A (the “Prior Bonds”), of which \$25,650,000 principal amount remains outstanding;

WHEREAS, the Council of the Town (the “Town Council”), in consultation with Davenport & Company LLC, acting in its capacity as the Town’s financial advisor (the “Financial Advisor”), has determined to refund a portion of the Prior Bonds (such refunded portions, the “Refunded Bonds”), to effect a strategic refunding of certain debt associated with the Town’s water and sewer system; and

WHEREAS, the Financial Advisor has solicited, on behalf of the Town, proposals from commercial banks and other financial institutions to provide a loan to the Town, and the Town Council has determined to accept the proposal of Sterling National Bank (the “Bank”), a copy of which proposal has been entered into the records of the Town Council;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PURCELLVILLE, VIRGINIA:

1. Issuance and Sale. The Town Council finds that it is in the best interest of the Town and its citizens that the Town to effect a strategic refunding of certain debt associated with the Town’s water and sewer system for cashflow and other governmental purposes. Accordingly, pursuant to the Town Charter and the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, the Town is authorized to (a) obtain a loan, (b) use the proceeds thereof, together with other available funds designated by the Town for such purposes, to (i) defease and refund the Refunded Bonds, and (ii) pay the related financing and refunding costs and (c) to evidence the obligations of the Town to repay such loan by the issuance of refunding bonds.

2. Bond Details. The refunding bonds shall be issued in the form of a single, typewritten bond, designated “General Obligation Refunding Bond, Series 2017A” (the “Bond”) or such other designation as may be determined by the Town Manager (which term for purposes of this Resolution shall include any “interim” or “acting” Town Manager). The Bond shall be in registered form, shall be dated the date of its delivery and shall be numbered RA-1. The Bond shall be sold to the Bank in accordance with the terms of its proposal and such final terms that the Town Manager, in collaboration with the Financial Advisor, determines to be in the best interest of the Town; provided, however, that the Bond (a) shall have a principal amount not to exceed \$5,250,000, (b) shall bear interest at an annual rate not exceeding 3.22%, (c) shall be sold at a price not less than 100% of the original principal amount thereof and (d) shall mature no later than December 31, 2038. Interest on the Bond shall be payable semi-annually on dates determined by the Town Manager to be in the best interest of the Town. Principal on the Bond shall be payable in installments in amounts and on dates determined by the Town Manager to be in the best interest of the Town. Following the determination of the final pricing terms, the Town Manager shall execute a certificate setting forth such final pricing terms and shall file such certificate with the records of the Town Council. The actions of the Town Manager in selling the Bond shall be conclusive, and no further action with respect to the sale and issuance of the Bond shall be necessary on the part of the Town Council.

If the date on which any payment is due with respect to the Bond is not a Business Day (as hereinafter defined), the payment shall be made on the next succeeding Business Day. “Business Day” shall mean a day on which banking business is transacted, but not including a Saturday, Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia.

Principal and interest shall be payable by the Registrar (as hereinafter defined) by check or draft mailed to the registered owner at the address as it appears on the registration books kept by the Registrar on the last Business Day of the month preceding each interest payment date; provided, however, that at the request of the registered owner of the Bond, payment will be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal and interest shall be payable in lawful money of the United States of America.

3. Prepayment Provisions. The Bond may be subject to prepayment prior to maturity, at the option of the Town, generally in accordance with the terms set out in the proposal received from the Bank with such final terms as the Town Manager shall determine to be in the best interest of the Town.

4. Execution and Authentication. The Bond shall be signed by the manual or facsimile signature of the Mayor or Vice Mayor of the Town, shall be countersigned by the manual or facsimile signature of the Town Clerk and the Town’s seal shall be affixed thereto or a facsimile thereof printed thereon; provided, however, that no Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

5. Bond Form. The Bond shall be in substantially the form attached hereto as Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution

as may be approved by the officers signing the Bond, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

6. Pledge of Full Faith and Credit. The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Town Council shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bond.

7. Registration, Transfer and Owners of Bonds. The Bond shall be issued in registered form without coupons, payable to the registered owner or its registered assigns. The Town Manager is authorized to appoint either the Town Treasurer or a bank or trust company to act as paying agent and registrar for the Bond (the "Registrar"). The Registrar shall maintain registration books for the registration and exchange of the Bond. Upon presentation and surrender of the Bond to the office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Town shall execute and deliver in exchange, a new Bond having an equal principal amount of the same form and maturity, bearing interest at the same rate and registered in the name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person or entity shown as owner on the registration books on the last Business Day of the month preceding each payment date.

The registered owner of the Bond shall have the right at any time to assign, transfer or convey the Bond or any interest therein or portion thereof to an Eligible Assignee (as defined herein); provided, that no such assignment, sale or other transfer shall cause the Town to be required to provide any disclosure information relating to the sale of the Bond or interests therein or to agree to provide information required by SEC Rule 15c2-12; and provided further, that no such assignment, transfer or conveyance shall be effective as against the Town unless and until such registered owner has delivered to the Town written notice thereof that discloses the name and address of the Eligible Assignee. "Eligible Assignee" shall mean (i) an affiliate of the registered owner of the Bond or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the registered owner of the Bond or its Eligible Assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii).

8. Preparation and Delivery of the Bond. The officers of the Town are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to the Bank upon payment therefor.

9. Arbitrage Covenants.

(a) The Town represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Bond within the meaning of Treasury Regulations Section 1.150-1(c).

(b) The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the “Tax Code”), or otherwise cause interest on the Bond to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bond from being includable in the gross income of the owners thereof under existing law. The Town shall pay any such required rebate from its legally available funds.

10. Tax Compliance Documentation. Such officers of the Town as may be requested are authorized and directed to execute an appropriate non-arbitrage certificate and tax agreement setting forth the expected use and investment of the proceeds of the Bond in order to show that such expected use and investment will not violate the provisions of Section 148 of the Tax Code and regulations issued pursuant thereto and any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Tax Code. Such certificate shall be in such form as may be requested by bond counsel for the Town.

11. Limitation on Private Use. The Town covenants that it shall not permit the proceeds of the Bond or the facilities refinanced thereby to be used in any manner that would result in more than (a) 5% of such proceeds or the facilities refinanced with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Tax Code, (b) 5% of such proceeds or the facilities refinanced with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Tax Code, or (c) 5% of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Tax Code; provided, however, that if the Town receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bond from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law, the Town need not comply with such covenants.

12. SNAP Investment Authorization. The Town has previously received and reviewed the Information Statement (the “Information Statement”), describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program Pool I (the “Contract”), and the Town Council hereby authorizes the Director of Finance in her discretion to utilize SNAP in connection with the investment of the proceeds of the Bonds. The Town Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the Town in connection with SNAP, except as otherwise provided in the Contract.

13. Qualified Tax-Exempt Obligation. The Town designates the Bond as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Tax Code. The Town represents and covenants as follows:

(a) The Town will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2017, including the Bond, for the purpose of such Section 265(b)(3);

(b) The Town, all its “subordinate entities,” within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Town and its subordinate entities have not issued, in the aggregate, more than \$10,000,000 of tax-exempt obligations in calendar year 2017 (not including “private activity bonds,” within the meaning of Section 141 of the Tax Code, other than “qualified 501(c)(3) bonds,” within the meaning of Section 145 of the Tax Code), including the Bond;

(c) Barring circumstances unforeseen as of the date of delivery of the Bond, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in calendar year 2017, result in the Town and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2017 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and

(d) The Town has no reason to believe that the Town and such other entities will issue tax-exempt obligations in calendar year 2017 in an aggregate amount that will exceed such \$10,000,000 limit;

provided, however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (a) or (c) above is not required for the Bond to be a qualified tax-exempt obligation, the Town need not comply with such covenant.

14. Redemption of Refunded Bonds. The Town Manager is authorized and directed to determine which maturities of the Prior Bonds (and which principal portions thereof) shall be refunded and shall thereby constitute the Refunded Bonds. The Escrow Agreement (as hereinafter defined) shall provide for notice of redemption to the registered owners of such Bonds to be given in accordance with the resolution providing for the issuance of the Refunded Bonds.

15. Escrow Deposit Agreement. The Town Manager is authorized and directed to execute an escrow deposit agreements (the “Escrow Agreement”) between the Town and an escrow agent to be appointed by the Town Manager (the “Escrow Agent”). The Escrow Agreement shall be in the form approved by the Town Manager, in collaboration with the Town Attorney and the Town’s bond counsel, and shall provide for the deposit and investment of a portion of the Bond proceeds for the redemption and defeasance of the Refunded Bonds. The execution of the Escrow Agreement by the Town Manager shall constitute conclusive evidence of such official’s approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds (the “Refunding Portion”) in an escrow fund which shall be sufficient, when invested in noncallable obligations of, or unconditionally guaranteed by, the United States Government (the “Government Obligations”), to provide for

payment of principal of and premium, if any, and interest on the Refunded Bonds. The Escrow Agent is authorized and directed to execute subscription forms, contracts and other agreements providing for the purchase of the Government Obligations necessary to provide for the redemption and defeasance of the Refunded Bonds as such forms, contracts and agreements may be approved by the Town Manager, in collaboration with the Town Attorney and the Town's bond counsel.

16. Deposit of Bond Proceeds. The Town Manager and the Town Treasurer, either of whom may act, are authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the escrow fund established by the Escrow Agreement, in an amount that will be sufficient, together with any other funds deposited with the Escrow Agent and the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Bonds to the first date on which they may be redeemed at the option of the Town and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Bonds, plus any interest accrued and unpaid to such redemption date, plus the applicable redemption premium, and (b) to provide for the deposit of the remaining proceeds of the Bonds in a special account to be used to pay the costs incurred in refunding the Refunded Bonds and issuing the Bonds. The Town Manager and the Town Treasurer are further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bonds.

17. Other Actions. All other actions of officers of the Town in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond and the defeasance and refunding of the Refunded Bonds are ratified, approved and confirmed. The officers of the Town are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bond and the defeasance and refunding of the Refunded Bonds.

18. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are repealed.

19. Effective Date. This Resolution shall take effect immediately.

EXHIBIT A -- FORM OF BOND

REGISTERED

REGISTERED

No. RA-1

_____, 2017

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF PURCELLVILLE
General Obligation Refunding Bond
Series 2017A**

The Town of Purcellville, Virginia (the “Town”), for value received, promises to pay, to Sterling National Bank, or registered assigns or legal representative, the principal sum of _____ **DOLLARS (\$ _____)**, together with interest from the date of this Bond on the unpaid principal, at the rate of _____% per year, calculated on the basis of a 360-day year of twelve 30-day months, subject to prepayment as hereinafter provided. Payments of principal and interest shall be made on the dates and in the amounts set forth on Schedule I attached hereto. Principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

If the date on which any payment is due with respect to this Bond is not a Business Day (as hereinafter defined), the payment shall be made on the next succeeding Business Day. “Business Day” shall mean a day on which banking business is transacted, but not including a Saturday, Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia. Principal and interest are payable in lawful money of the United States of America by _____, which has been appointed paying agent and registrar for this Bond (the “Registrar”).

This Bond is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Town Charter and the Public Finance Act of 1991. This Bond has been issued pursuant to a resolution adopted by the Town Council on July 25, 2017, to provide funds to (a) defease and refund a portion of the outstanding principal balance of the Town’s General Obligation Refunding Bonds, Series 2013A (the “Refunded Bonds”), and (b) pay the related financing and refunding costs.

Commencing on _____, 2023, the Town shall have the right to pre-pay this Bond in whole, but not in part, on any payment date by paying the Purchase Price (defined below), provided that the Town gives the registered owner of this Bond at least thirty (30) days prior written notice of its intent to do so. The “Purchase Price,” as a percentage of the then-outstanding principal balance of this Bond, shall be equal to:

<u>Calendar Year</u>	<u>Purchase Price</u>
2023 - 2027	102%
2028 - 2032	101%
2033 - 2037	100%

The Town has designed this Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Tax Code of 1986, as amended.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on this Bond. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Town Council shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the Town sufficient to pay when due the principal of and premium, if any, and interest on this Bond.

The Registrar shall treat the registered owner of this Bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this Bond and the exercise of all rights and powers of the registered owner, except that interest payments shall be made to the person shown as the registered owner on the registration books on the last Business Day of the month preceding each payment date.

The registered owner of this Bond shall have the right at any time to assign, transfer or convey this Bond or any interest therein or portion thereof to an Eligible Assignee (as defined herein); provided, that no such assignment, sale or other transfer shall cause the Town to be required to provide any disclosure information relating to the sale of this Bond or interests therein or to agree to provide information required by SEC Rule 15c2-12; and provided further, that no such assignment, transfer or conveyance shall be effective as against the Town unless and until such registered owner has delivered to the Town written notice thereof that discloses the name and address of the Eligible Assignee (as defined herein). “Eligible Assignee” shall mean (i) an affiliate of the registered owner of this Bond or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the registered owner of the Bond or its Eligible Assignees to sell or assign participation interests in this Bond to one or more entities listed in (i) or (ii).

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed, and, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town Council of the Town of Purcellville, Virginia, has caused this bond to be issued in the name of the Town of Purcellville, Virginia, to be signed by its Mayor, its seal to be affixed hereto and attested by the signature of the Town Clerk, and this bond to be dated the date first above written.

(SEAL)

Mayor, Town of Purcellville, Virginia

Town Clerk
Town of Purcellville, Virginia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Signature of Registered Owner)
NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

TRANSFER OF BOND

Transfer of this Bond may be registered by the registered owner or its duly authorized attorney upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[FORM OF BOND CONTINUED]

SCHEDULE I

[Final Maturity Schedule to be attached at closing]

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STAFF REPORT
ACTION ITEM

Item # 12.c

SUBJECT: Resolution to Approve Refunding of Certain Debt Through Public Sale – Series 2017B

DATE OF MEETING: July 25, 2017

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

SUMMARY and RECOMMENDATIONS:

For the past nine months, the Town Council has discussed with staff, rate consultants, and financial advisors ways to strategically approach the Town’s existing Utility Fund debt in order to limit future user rate increases and to maintain the financial sustainability of the Utility Fund. At the July 11, 2017 Town Council Meeting, the Council agreed to approach refunding certain debt through a direct bank loan (tax-exempt) and a public sale (taxable). This item is specific to the public sale of general obligations bonds, Series 2017B. Staff recommends approval in order to move forward with public sale process, to include updated credit rating and sale on the public market.

BACKGROUND:

In reviewing the Town’s Utility Debt profile, Davenport and bond counsel propose that certain debt - named Series 2017B – are required to be refunded as taxable debt. This is in part due to IRS requirements and in part due to the Town’s interest in maintaining maximum flexibility in monetizing assets and finding creative revenue source. The amount of this proposed taxable debt refunding will not exceed \$20.7 million and will likely be less, depending on use of cash and other final decisions. The majority will be used for Utility Fund refunding and the remainder is for the Parks and Recreation Fund. Based on interest and proposals received from banks for a direct bank loan, it appears that the Town’s best option is to pursue a public sale for these bonds to achieve the best rates and terms.

In order to approve this refunding and move forward to a public sale, Town Council is asked to approve the attached Resolution, which has been prepared by bond counsel and reviewed by Town staff and the Town’s financial advisor.

As part of a public sale of bonds, the Town is required to create an “Official Statement” (similar to a prospectus for stocks) about the Town’s organizational structure, history, demographics, economic development activity, and fiscal strength. Although the final Official Statement has not yet been completed, the Preliminary Official Statement is attached for the Council’s review, along with “Appendix A” to the Preliminary Official Statement. The Council, as part of Resolution 17-07-03, is asked to approve the Preliminary Official Statement “as to form,” and any remaining details and information will be updated by staff and bond counsel in the coming weeks.

More information about the public sale process will be provided by the Town’s Financial Advisor as a separate document.

More background information is available as part of the May 23, 2017 Town Council Agenda and the July 11, 2017 Town Council Agenda. These can be accessed at <http://www.purcellvilleva.gov/agendacenter>.

BUDGET IMPACT:

Although interest rates are subject to change based on market conditions, final credit rating, and interest from financial institutions, the anticipated interest rate is under 4%. The 2017B refunding will be fixed-rate over the term of the bonds. In combination with Series 2017A, this refunding will help the Town achieve a more balanced approach to future debt service payments.

DRAFT MOTIONS:

1. I move that the Town Council approve Resolution 2017-07-03, providing for the Issuance and Sale of General Obligation Refunding Bonds, Series 2017B, of the Town of Purcellville, Virginia, in the maximum aggregate principal amount of \$20,700,000, providing for the form, details and payment thereof and providing for the refunding of certain of the town’s outstanding general obligation bonds.

OR

2. I move an alternate motion.

ATTACHMENTS:

1. Resolution 2017-07-03
2. Preliminary Official Statement
3. Appendix A to the Preliminary Official Statement
4. Fact Sheet on Utility Debt Refunding

The undersigned Town Clerk of the Town of Purcellville, Virginia (the “Town”), certifies as follows:

1. A regular meeting of the Town Council of the Town of Purcellville, Virginia, was held on July 25, 2017, at the time and place established by the Town Council for such meetings, at which the following members were present and absent during the voting on the resolution referred to below:

PRESENT: [Kwasi Fraser, Mayor
Nedim Ogelman, Vice Mayor
Chris Bledsoe, Council Member
Ryan Cool, Council Member
Kelli Grim, Council Member
Karen Jimmerson, Council Member
Doug McCollum, Council Member]

ABSENT: [None]

2. A resolution entitled “Resolution Providing for the Issuance, Sale and Award of a General Obligation Refunding Bond, Series 2017B, of the Town of Purcellville, Virginia, in the Maximum Principal Amount of \$20,700,000, Providing for the Form, Details and Payment Thereof and Providing for the Refunding of Certain Prior Indebtedness of the Town,” was duly adopted by an affirmative roll call vote of a majority of all members of the Council, the ayes and nays being recorded in the minutes of the meeting as shown below:

MEMBER

VOTE

3. Attached hereto is a true, correct and complete copy of such resolution as adopted at such meeting and recorded in the minutes.

4. The foregoing resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Purcellville, Virginia, this ____ day of July, 2017.

(SEAL)

Town Clerk, Town of Purcellville, Virginia

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 17-07-03

PRESENTED: JULY 25, 2017
ADOPTED: _____

A RESOLUTION: PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017B, OF THE TOWN OF PURCELLVILLE, VIRGINIA, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$20,700,000, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF AND PROVIDING FOR THE REFUNDING OF CERTAIN OF THE TOWN'S OUTSTANDING GENERAL OBLIGATION BONDS

WHEREAS, there are outstanding principal balances for the Taxable General Obligation Bond, Series 2008, the General Obligation Public Improvement and Refunding Bond, Series 2012A, the General Obligation Refunding Bonds, Series 2013A, and the General Obligation Refunding Bonds, Series 2013B (Federally Taxable) (collectively, the "Prior Bonds"), issued by the Town of Purcellville, Virginia (the "Town");

WHEREAS, the Town desires to issue general obligation refunding bonds and use the proceeds thereof to refund certain principal portions of the Prior Bonds (such refunded portions, the "Refunded Bonds"), to effect a strategic refunding of such debt; and

WHEREAS, after consultation with Davenport & Company LLC, acting in its capacity as the Town's financial advisor (the "Financial Advisor"), the Council of the Town (the "Town Council") has determined to issue and sell one or more series of general obligation refunding bonds through a competitive public offering or a negotiated public offering;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PURCELLVILLE, VIRGINIA:

1. Issuance and Sale. The Town Council finds that it is in the best interest of the Town and its citizens that the Town undertake a refunding of certain principal portions of the Prior Bonds, to effect a strategic refunding of such debt for cashflow and other governmental purposes. Accordingly, the Town Council hereby authorizes the issuance and sale of general obligation refunding bonds in the maximum aggregate principal amount of \$20,700,000 (the "Bonds") pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, to provide funds to refund certain principal portions of the Prior Bonds,

including funds to pay principal of and premium (if any) and interest on such bonds until their earliest redemption date, and to pay related costs of issuance and refunding.

2. Bond Details. The Bonds may be issued in one or more series, as determined by the Town Manager (which term for purposes of this Resolution shall include any “interim” or “acting” Town Manager) in consultation with the Financial Advisor. The Bonds shall be designated “General Obligation Refunding Bonds, Series 2017B (Federally Taxable),” or such other designation(s) as may be determined by the Town Manager, shall be dated such date(s) as may be determined by the Town Manager, shall be in registered form, in denominations of \$5,000 and integral multiples thereof, and shall be numbered RB-1 upward (subject to adjustment by series). Subject to Section 8, the Town Council authorizes the issuance and sale of the Bonds on final terms as shall be satisfactory to the Town Manager; provided, however, that no Bonds (a) shall mature or be subject to mandatory sinking fund redemption in annual installments ending later than December 31, 2038, (b) shall have a “true” or “Canadian” interest cost exceeding 4.50% (taking into account any original issue discount or premium), and (c) shall be sold at a price not less than 99.0% of the principal amount thereof (without taking into account any original issue discount or premium).

Principal of the Bonds shall be payable annually on dates determined by the Town Manager. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the Town Manager. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each interest payment date that shall be determined by the Town Manager (the “Record Date”); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee. The Town has heretofore entered into a Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. “Securities Depository” shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section.

In the event that (a) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the Town discharges its responsibilities hereunder, or (b) the Town in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then its chief financial officer shall, at the direction of the Town, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and deliver certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (A) from the date of the Bonds

if they are authenticated prior to the first interest payment date, or (B) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the chief financial officer shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

So long as there is a Securities Depository for the Bonds (a) it or its nominee shall be the registered owner of the Bonds, (b) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (c) the Registrar and the Town shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (d) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds and (e) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity at the option of the Town on or after dates, if any, determined by the Town Manager, in whole or in part (in \$5,000 integrals) at any time, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued to the date fixed for redemption, plus a redemption premium (which may include a “make whole” prepayment price) to be determined by the Town Manager in consultation with the Financial Advisor to reflect market conditions.

Any term bonds may be subject to mandatory sinking fund redemption upon terms determined by the Town Manager.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the chief financial officer of the Town in such manner as such officer may determine to be in the best interest of the Town. If less than all the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The Town shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the date fixed for redemption, to the registered owner of the Bonds.

The Town shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (a) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (b) the Town retains the right to rescind such notice on or prior to the date fixed for redemption (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The Town shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the Town to make funds available on or before the date fixed for redemption shall not constitute an event of default, and the Town shall give immediate notice to all organizations registered with the Securities and Exchange Commission (“SEC”) as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signature of the Mayor or Vice Mayor of the Town, shall be countersigned by the manual or facsimile signature of the Town Clerk and the Town’s seal shall be affixed thereto or a facsimile thereof printed thereon; provided, however, that no Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be in substantially the form attached hereto as Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Town Council shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds. The Bonds shall be issued in registered form without coupons, payable to the registered holders or registered assigns. The Town Manager is authorized to appoint either the Town Treasurer or a bank or trust company to act as paying agent and registrar for the Bond (the “Registrar”). The Registrar shall maintain registration books for the registration of the Bonds and the registration of transfers thereof. Upon presentation

and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Town shall execute and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in the name(s) as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

8. Sale of Bonds.

(a) The Town Council hereby approves the following terms of the sale of the Bonds. The Bonds shall be sold through a competitive sale or a negotiated sale, as the Town Manager, in collaboration with the Financial Advisor, determines to be in the best interest of the Town. The Town Manager, in collaboration with the Financial Advisor, is authorized and directed to determine (i) the aggregate principal amount of the Bonds, subject to the limitations set forth in Section 1, (ii) the interest rates of the Bonds, the maturity schedule of the Bonds, and the price to be paid for the Bonds by the underwriter, subject to the limitations set forth in Section 2, (iii) the redemption provisions of the Bonds, subject to the limitations set forth in Section 3, and (d) the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the Town Manager determines to be in the best interest of the Town.

(b) If the Town Manager determines to sell the Bonds by competitive sale, the Town Manager is authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest “true” or “Canadian” interest cost, subject to the limitations set forth in Section 2. Following a competitive sale, the Town Manager shall file a certificate with the Clerk of the Town Council setting forth the final terms of the Bonds. The actions of the Town Manager in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Town Council.

(c) If the Town Manager determines to sell the Bonds by negotiated sale, the Town Manager is authorized, in collaboration with the Financial Advisor, to choose one or more investment banks or firms to serve as underwriter(s) for the Bonds and to execute and deliver to the underwriter(s) a bond purchase agreement (the “Bond Purchase Agreement”). The Bond Purchase Agreement shall set forth the final terms of the Bonds and be in a form approved by the Town Manager in consultation with the Town Attorney and the Town’s bond counsel, the execution and delivery by the Town Manager to constitute conclusive evidence of his approval of such Agreement. Following a negotiated sale, the Town

Manager shall file a copy of the Bond Purchase Agreement with the records of the Town Council. The actions of the Town Manager in selling the Bonds by negotiated sale to the underwriter(s) shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Town Council.

9. Notice of Sale. If the Bonds are sold by competitive bid, the Town Manager, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale in accordance with the form of Notice of Sale to be approved by the Town Manager in consultation with the Financial Advisor.

10. Continuing Disclosure Agreement. The Mayor, the Vice Mayor and the Town Manager, any of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement (the “Continuing Disclosure Agreement”) setting forth the reports and notices to be filed by the Town and containing such covenants as may be necessary to assist the underwriter(s) in complying with the provisions of the Rule promulgated by the SEC. The Continuing Disclosure Agreement shall be substantially in the form attached as an appendix to the draft Preliminary Official Statement, which form is hereby approved; provided that the Town officer executing the Continuing Disclosure Agreement, in collaboration with the Financial Advisor, may make such changes in such Agreement not inconsistent with this Resolution as such officer may consider to be in the best interest of the Town. The execution thereof by such officer shall constitute conclusive evidence of the approval of any such completions, omissions, insertions and changes.

11. Preliminary and Final Official Statements. The draft of a Preliminary Official Statement describing the Bonds, copies of which have previously been circulated to the Town Council and filed in the records of the Council, is hereby approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the Town Manager, in collaboration with the Financial Advisor, may consider appropriate, including changes as necessary to reflect a competitive sale or a negotiated sale. The Town Manager is authorized and directed to execute an Official Statement in final form (the “Official Statement”) and deliver it to the underwriter(s) of the Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such completions, omissions, insertions and other changes as may be approved by the Town Manager, in collaboration with the Financial Advisor, the execution thereof by the Town Manager to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes. The Town shall arrange for the delivery to the underwriter(s) of the Bonds of a reasonable number of copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the underwriter(s) initially sells Bonds.

12. Official Statement Deemed Final. The Town Manager is hereby authorized, on behalf of the Town, to deem the Preliminary Official Statement and the final Official Statement to be “final” as of their respective dates within the meaning of Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, except for the omission from the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution of the final Official

Statement by the Town Manager shall be conclusive evidence that each has been deemed final as of its respective date by the Town.

13. Preparation and Delivery of Bonds. After the Bonds have been awarded, the officers of the Town are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser or underwriter(s) upon payment therefor.

14. Redemption of Refunded Bonds. The Town Manager is authorized and directed to determine which maturities of the Prior Bonds (and which principal portions thereof), if any, shall be defeased and refunded and shall thereby constitute the Refunded Bonds. The Escrow Agreement (as hereinafter defined) shall provide for notice of redemption to the registered owners of the Refunded Bonds to be given in accordance with the respective bond resolution providing for the issuance of the Refunded Bonds.

15. Escrow Deposit Agreement. In the event the Town Manager determines that it is in the Town's best interest that all or a portion of the Refunded Bonds should be refunded, the Town Manager is hereby authorized and directed to execute one or more escrow deposit agreements (collectively, the "Escrow Agreement"), between the Town and an escrow agent to be appointed by the Town Manager (the "Escrow Agent"), with respect to the Refunded Bonds. The Escrow Agreement shall be in the form approved by the Town Manager, in collaboration with the Town Attorney and the Town's bond counsel, and shall provide for the deposit and investment of a portion of the Bond proceeds for the defeasance of the Refunded Bonds. The execution of the Escrow Agreement by the Town Manager shall constitute conclusive evidence of such official's approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds (the "Refunding Portion") in an escrow fund that shall be sufficient, when invested in noncallable obligations of, or unconditionally guaranteed by, the United States Government (the "Government Obligations"), to provide for payment of principal of and premium, if any, and interest on the Refunded Bonds. The Escrow Agent is hereby authorized and directed to execute subscription forms, contracts and other agreements providing for the purchase of the Government Obligations necessary to provide for the redemption and defeasance of the Refunded Bonds as such forms, contracts and agreements may be approved by the Town Manager, in collaboration with the Town Attorney and the Town's bond counsel.

16. Deposit of Bond Proceeds. The Town Manager and the Town Treasurer, either of whom may act, are hereby authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the escrow fund established by the Escrow Agreement, in an amount that shall be sufficient, together with any other funds deposited with the Escrow Agent and the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Bonds to the first respective date on which they may be redeemed at the option of the Town and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Bonds, plus any interest accrued and unpaid to such redemption date, plus the applicable redemption premium, and (b) to provide for the deposit of the remaining proceeds of the Bonds in a special account to be used to pay the costs incurred in refunding the Refunded Bonds and issuing the Bonds. The Town Manager and the Town Treasurer are further hereby authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bonds.

17. Other Actions. All other actions of officers of the Town in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the defeasance and refunding of the Refunded Bonds are hereby ratified, approved and confirmed. The officers of the Town are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds and the defeasance and refunding of the Refunded Bonds.

18. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

19. Effective Date. This Resolution shall take effect immediately.

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED

REGISTERED

No. RB-_____

\$_____

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF PURCELLVILLE
General Obligation Refunding Bond
Series 2017B (Federally Taxable)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	_____, ____	_____, 2017	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Town of Purcellville, Virginia (the “Town”), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each _____ and _____, beginning _____, ____, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America by the [Town Treasurer], who has been appointed paying agent and registrar for the bonds, or at such bank or trust company as may be appointed as successor paying agent and registrar by the Town (the “Registrar”).

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal, premium,

if any, and interest, the providing of notices and other matters shall be made as described in the Town's Blanket Letter of Representations to DTC.

This bond is one of an issue of \$_____ General Obligation Refunding Bonds, Series 2017B (Federally Taxable), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991. The bonds are issued pursuant to a resolution adopted by the Town Council on July 25, 2017, to refund certain maturities of the Town's outstanding _____.

Bonds maturing on or before _____, _____, are not subject to redemption prior to maturity. Bonds maturing on or after _____, _____, are subject to redemption prior to maturity at the option of the Town on or after _____, _____, in whole or in part (in integrals of \$5,000) at any time, upon payment of the following redemption prices (expressed as a percentage of principal amount of bonds to be redeemed) plus interest accrued and unpaid to the date fixed for redemption:

Period During Which Redeemed <u>Both Dates Inclusive</u>	Redemption <u>Price</u>
---	------------------------------------

[Bonds maturing on _____, _____, are required to be redeemed in part before maturity by the Town on _____ in the years and amounts set forth below, at a redemption price equal to the principal amount of the bonds to be redeemed, plus interest accrued to the date fixed for redemption:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
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[Potential make-whole redemption provisions]

If less than all of the bonds are called for redemption, the maturities of the bonds to be redeemed shall be selected by the chief financial officer of the Town in such manner as such officer may determine to be in the best interest of the Town. If less than all the bonds of a particular maturity are called for redemption, the bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. The Town shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the date fixed for redemption, to DTC or its nominee as the registered owner hereof. If a portion of this bond is called for redemption, a new bond in

principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof.

The Town may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the date fixed for redemption, such notice shall be effective when given. If such proceeds are not available on the date fixed for redemption, such bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the Town Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the Town sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all others rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the [15th] day of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town Council of the Town of Purcellville, Virginia, has caused this bond to be issued in the name of the Town of Purcellville, Virginia, to be signed by its Mayor, its seal to be affixed hereto and attested by the signature of the Town Clerk, and this bond to be dated the date first above written.

Mayor, Town of Purcellville, Virginia

(SEAL)

Town Clerk,
Town of Purcellville, Virginia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing

_____,
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such
as a Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union
or Savings Association who is a member
of a medallion program approved by The
Securities Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the
registered owner as it appears on the
front of this bond in every particular,
without alteration or enlargement or any
change whatsoever.

**NEW ISSUE
BOOK-ENTRY ONLY**

**RATINGS: Moody's:
S&P:
Fitch:
(See "RATINGS" herein)**

In the opinion of Bond Counsel, interest on the Bonds is included in gross income for federal income tax purposes, and, under current law, interest on the Bonds is exempt from income taxation by the Commonwealth of Virginia.. See "TAX MATTERS" herein.

TOWN OF PURCELLVILLE, VIRGINIA

**\$_____ * GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017B
(FEDERALLY TAXABLE)**

Dated: Date of Delivery

Due: February 1, as shown on the inside cover

This Official Statement has been prepared by the Town of Purcellville, Virginia (the "Town"), to provide information on its General Obligation Refunding Bonds, Series 2017B (Federally Taxable) (hereinafter, the "Bonds"), the security therefor, the Town and other relevant information. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Bonds, a prospective investor should read this Official Statement in its entirety.

Security	The Bonds will be general obligations of the Town for the payment of which its full faith and credit will be irrevocably pledged. The Town Council is authorized and required, unless other funds are lawfully available and appropriated for timely payment of the Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds as the same respectively become due and payable.
Redemption	The Bonds are subject to optional and mandatory sinking fund redemption as set forth herein.
Purpose	The proceeds of the Bonds will be used to refund certain outstanding bonds of the Town and to pay the costs incurred in connection therewith.
Interest Rates/Yields	See inside cover.
Interest Payment Dates	_____ and _____, commencing _____, 20__.
Denominations	\$5,000 or integral multiples thereof.
Closing/Delivery Dates	On or about _____, 2017.
Registration	Full book-entry only; The Depository Trust Company, New York, New York.
Registrar/Paying Agent	_____
Financial Advisor	Davenport & Company LLC, Richmond, Virginia.
Bond Counsel	Hunton & Williams LLP, Richmond, Virginia.
Town Attorney	Sally G. Hankins, Esquire.
Underwriter's Counsel	_____
Conditions Affecting Issuance	The Bonds are offered for delivery when, as and if issued, subject to the approving opinion of Hunton & Williams LLP, Bond Counsel, and to certain other conditions referred to herein.

[_____]

Official Statement Dated _____, 2017

* Preliminary, subject to change.

TOWN OF PURCELLVILLE, VIRGINIA

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS

\$ _____*
**GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2017B
(FEDERALLY TAXABLE)**

Year (_____ 1)*	Principal Amount*	Interest Rate	Yield	CUSIP [†]
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* Preliminary, subject to change.

[†] Copyright 2013, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Bonds and neither the Town nor the Underwriters make any representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

TOWN OF PURCELLVILLE, VIRGINIA

TOWN COUNCIL

Kwasi Fraser, *Mayor*

Chris Bledsoe

Ryan Cool

Kelli Grim

Karen Jimmerson

Doug McCollum

Nedim Ogelman

CERTAIN TOWN OFFICIALS

Alex Vanegas
Interim Town Manager

Daniel C. Davis
Assistant Town Manager

Diana Hays
Town Clerk

Elizabeth B. Krens
Director of Finance/Treasurer

Sally G. Hankins
Town Attorney

Financial Advisor

Davenport & Company LLC
Richmond, Virginia

Bond Counsel

Hunton & Williams LLP
Richmond, Virginia

Auditors

Robinson, Farmer, Cox Associates
Charlottesville, Virginia

The Bonds will be exempt from registration under the Securities Act of 1933, as amended. As obligations of a political subdivision of the Commonwealth of Virginia, the Bonds will also be exempt from registration under the securities laws of Virginia.

No broker, dealer, salesman, or other person has been authorized by the Town or the Underwriter (as hereinafter defined) to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Town. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. This Official Statement is not to be construed as a contract or agreement between the Town and the purchasers or owners of any of the Bonds. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Town since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Certain persons participating in this offering may engage in transactions that stabilize, maintain, or otherwise affect the price of the Bonds, including transactions to (a) over allot in arranging the sales of the Bonds and (b) make purchases and sales of Bonds, for long or short account, on a when-issued basis or otherwise, at such prices, in such amounts and in such manner as the Underwriter may determine.

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OFFICIAL STATEMENT
TOWN OF PURCELLVILLE, VIRGINIA

\$ _____*
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2017 (FEDERALLY TAXABLE)

SECTION ONE: INTRODUCTION

The purpose of this Official Statement, including the cover page and Appendices hereto, is to furnish information in connection with the sale by the Town of Purcellville, Virginia (the "Town"), of its General Obligation Refunding Bonds, Series 2017B (Federally Taxable) (the "Bonds"). The Bonds will be general obligations of the Town, to the payment of which the full faith and credit of the Town are irrevocably pledged. Financial and other information contained in this Official Statement has been prepared by the Town from its records (except where other sources are noted). This information speaks as of its date and is not intended to indicate future or continuing trends in the financial or economic position of the Town.

The Issuer

The Town was incorporated in 1908 and is located in Loudoun County, Virginia, approximately 60 miles west of Washington, D.C. The Town has a land area of approximately 3.15 square miles. The 2010 census indicated the Town's population to be approximately 7,727, a significant increase over the 2000 census population estimate of 3,584. More recent estimates from Loudoun County project the Town's current population at approximately 8,149.

Information about the Town is attached hereto as Appendix A.

The audited financial statements of the Town for the fiscal year ended June 30, 2016, are attached hereto as Appendix B.

The Bonds

The Bonds consist of \$ _____ General Obligation Refunding Bonds, Series 2017B (Federally Taxable), dated the date of their delivery, with principal payments due annually, or will be subject to mandatory sinking fund installments due, on _____ 1 in the years set forth on the inside cover. The Bonds will be issued in authorized denominations of \$5,000 and integral multiples thereof and will be held by The Depository Trust Company, New York, New York ("DTC"), or by its nominee as securities depository with respect to the Bonds.

Interest on the Bonds will be payable semi-annually on each _____ and _____, commencing _____, 20____, until the earlier of maturity or redemption. As long as the Bonds are held by DTC or its nominee, interest will be paid to Cede & Co., as nominee of DTC, in same day funds on each interest payment date.

Use of Proceeds

The Town is issuing the Bonds to (i) refund certain outstanding debt and (ii) pay the costs of issuing the Bonds and refunding such outstanding debt, all as further described in the subsection "Plan of Financing" in Section Two.

Redemption

The Bonds maturing on or after _____, 20____, will be subject to redemption prior to maturity, at the option of the Town, in whole or in part (in integral multiples of \$5,000) at any time on or after _____, 20____.

* Preliminary, subject to change.

[The Bonds maturing on _____ in the year 20__ are subject to mandatory sinking fund redemption.]

A more complete description of the redemption features is provided in the subsections “Optional Redemption” and “Mandatory Redemption” in Section Two.

Delivery

The Bonds are offered for delivery, when, as and if issued, subject to the approval of their validity by Hunton & Williams LLP, Bond Counsel, and to certain other conditions referred to herein. Certain legal matters will be passed upon for the Town by the Town Attorney, Sally G. Hankins, Esquire, and for _____ (the “Underwriter”) by its counsel, _____. It is expected that the Bonds will be available for delivery, at the expense of the Town, in New York, New York, through the facilities of DTC, on or about _____, 2017.

Auditors

The Town’s general purpose financial statements for the fiscal year ended June 30, 2016, have been audited by the independent public accounting firm of Robinson, Farmer, Cox Associates, Charlottesville, Virginia, and are attached as Appendix B. Robinson, Farmer, Cox Associates has not reviewed this Official Statement or any other matters related to the issuance of the Bonds.

Ratings

The Bonds have been rated as shown on the cover page hereto by Moody’s Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; by Standard & Poor’s, 55 Water Street, New York, New York 10041; and by Fitch Ratings, One State Street Plaza, New York, New York 10004. A more complete description of the ratings are provided in the subsection “Ratings” in Section Three.

Financial Advisor

The Town has retained Davenport & Company LLC, Richmond, Virginia (the “Financial Advisor”), as its financial advisor in connection with the Town’s preparation for issuance of the Bonds. A portion of the Financial Advisor’s compensation for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

Continuing Disclosure

The Town has agreed to execute a Continuing Disclosure Agreement at closing to assist the Underwriter in complying with the provisions of Rule 15c2-12 (the “Rule”), promulgated by the Securities and Exchange Commission (the “SEC”) and as in effect on the date hereof, that requires the provision of annual financial information and event notices required by the Rule. See the subsection “Continuing Disclosure” in Section Three.

Additional Information

Any questions concerning the content of this Official Statement should be directed to [Kyle Laux], Davenport & Company LLC (804-697-2913), or Elizabeth B. Krens, the Town’s Director of Finance (540-751-2315).

SECTION TWO: THE BONDS

Authorization of the Bonds

The Bonds are being issued pursuant to the Constitution of the Commonwealth of Virginia, the provisions of the Public Finance Act of 1991 (Chapter 26 of Title 15.2 of the Code of Virginia, 1950, as amended), the Town Charter and a resolution adopted by the Town Council on _____, 2017 (the “Bond Resolution”).

Description of the Bonds

The Bonds will be dated the date of their delivery and will mature, or be subject to mandatory sinking fund installments, on _____ in the years set forth on the inside cover. Interest on the Bonds will be payable on _____ and _____, commencing _____, 20____, by check or draft mailed to the registered owners at their addresses as they appear on the registration books on the _____ and _____ immediately preceding each _____ and _____; provided, however, that as long as the Bonds are held by DTC or its nominee, interest will be paid to Cede & Co., as nominee of DTC, in same day funds on each interest payment date. If such interest payment date is not a business day, such payment shall be made on the next succeeding business day with the same effect as if made on the interest payment date and no additional interest shall accrue. The registration books are kept by [_____], which has been appointed paying agent and registrar (the “Paying Agent”).

Form and Denomination

The Bonds will be issued by means of a book-entry only system with no physical distribution of Bond certificates made to the public. One Bond certificate for each maturity will be issued to DTC, or its nominee, and immobilized in its custody. Beneficial Owners (as hereinafter defined) will not receive physical bond certificates representing their interests in the Bonds purchased. So long as DTC or its nominee is the registered owner of the Bonds, references in this Official Statement to the owners of the Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. The Bond Resolution contains provisions applicable to periods when DTC or its nominee is not the registered owner. See Appendix E for more information on DTC and the Book-Entry Only System.

Optional Redemption

[The Bonds maturing on or before _____, 20____, are not subject to redemption prior to maturity. The Bonds maturing on or after _____, 20____, are subject to redemption prior to maturity at the option of the Town at any time on or after _____, 20____, in whole or in part (in integral multiples of \$5,000), upon payment of 100% of the Bonds to be redeemed plus interest accrued and unpaid to the date fixed for redemption.]

[Mandatory Redemption]

The Bonds maturing on _____, 20____, are required to be redeemed prior to maturity in part upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date on _____ in years and amounts, as follows:

Year	Amount
------	--------

Manner of Redemption

Manner of Redemption. If less than all of the Bonds of a series are called for redemption, the Bonds to be redeemed will be selected in such manner as the Town’s Director of Finance may determine to be in the best interest of the Town.

If less than all of the Bonds of a particular maturity of a series are called for redemption, the Bonds to be redeemed will be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the Book-Entry Only System is discontinued, will be selected by the Registrar by lot in such manner as the Registrar at its discretion may determine.

The portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. In selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If a portion of a Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof.

Notice of Redemption

The Town shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to DTC, or its nominee, as the registered owner of the Bonds. If a portion of this Bond is called for redemption, a new Bond in principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof. The Town shall not be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds.

In the case of an optional redemption, the notice may state that (i) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (ii) the Town retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The Town shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the Town to make funds available on or before the redemption date shall not constitute an event of default, and the Town shall give immediate notice to all organizations registered with the Securities and Exchange Commission as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

Plan of Refunding

The Town is issuing the Bonds to (i) [defeasance and refund portions described below (such portions, the “Refunded Bonds”) of the Town’s outstanding _____ and (ii) pay the costs of issuing the Bonds and refunding the Refunded Bonds. The Refunded Bonds will be defeasanced to the earlier of their respective maturity or redemption dates. The Town is undertaking such defeasance and refunding to provide for a strategic refunding for cash flow and other governmental purposes benefitting the Town and not for debt service savings purposes.]

Refunded Bonds	Principal Amount to be Defeased	Principal Installment Dates	Redemption Price
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Upon delivery of the Bonds, the Town will enter into an Escrow Deposit Agreement (the “Escrow Agreement”) with the Escrow Agent. The Escrow Agreement creates an irrevocable escrow fund (the “Escrow Fund”), which is to be held by the Escrow Agent and is to be applied solely to the payment of the Refunded Bond.

The Town will deposit a portion of the proceeds of the sale of the Bonds and other available funds with the Escrow Agent for deposit in the Escrow Fund in an amount which will be invested, at the direction of the Town, in Government Securities maturing in amounts and bearing interest at rates sufficient without reinvestment to pay when due the principal of, premium, if any, and accrued interest on the Refunded Bonds through the earlier of their respective maturity dates or dates fixed for redemption. The Escrow Fund, including the interest earnings on the securities, is pledged solely for the benefit of the holders of the Refunded Bonds.

Sources and Uses

The following table sets forth the anticipated application of the proceeds of the Bonds for the purposes described above:

Estimated Sources of Funds	
Par Amount of Bonds	
[Net] Original Issue [Premium][Discount]	
[Contribution from Town]	
Total Sources	
Estimated Uses of Funds	
Deposit to Escrow Fund	
Costs of Issuance (including Underwriter’s compensation)	
Total Uses	

Verification of Mathematical Computations

The Verification Agent will verify the arithmetical accuracy of certain mathematical computations relating to the sufficiency of the moneys and investments deposited in the Escrow Fund (i) to pay, when due, the interest on the Refunded Bonds from their respective previous interest payment dates to their respective earliest redemption or maturity dates, (ii) to pay the principal of such refunded bonds when due to their stated redemption or maturity dates, and (iii) to pay the redemption prices of such refunded bonds at redemption prices equal to the respective principal amounts of such Refunded Bonds to be redeemed, plus interest accrued and unpaid to such redemption or maturity date, plus the applicable premium based on information provided by the Financial Advisor, on behalf of the Town (see “Plan of Refunding”). The Verification Agent will restrict its procedures to verifying the arithmetical accuracy of certain computations and will not make any study or evaluation of the assumptions and information upon which the computations will be based and, accordingly, will not express an opinion on the data used, the reasonableness of the assumptions, or the achievability of future events or as to the tax status of the interest on the Bonds.

Security for and Sources of Payment of the Bonds

The Bonds will be general obligations of the Town for the payment of which the Town’s full faith and credit will be irrevocably pledged. While the Bonds remain outstanding and unpaid, the Town Council is authorized and required, unless other funds are lawfully available and appropriated for the timely payment of the Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, upon all locally taxable property within the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

The Town has never defaulted in the payment of either principal of or interest on any indebtedness.

Bondholders' Remedies in the Event of Default

Section 15.2-2659 of the Code of Virginia of 1950, as amended, provides that upon affidavit filed with the Governor of the Commonwealth of Virginia (the "Commonwealth") by any holder of or paying agent for a general obligation bond in default as to payment of principal, premium, if any, or interest, the Governor shall conduct a summary investigation to his satisfaction and, if satisfied that such default has occurred, the Governor shall order the State Comptroller to withhold all funds appropriated and payable by the Commonwealth to the political subdivision so in default and apply such funds to payment of the defaulted principal, premium, if any, and interest.

Section 15.2-2659 also provides for notice to the registered owners of such bonds of the default and the availability of withheld funds. The State Comptroller advises that to date no order to withhold funds pursuant to Section 15.2-2659 or the predecessor provisions of Section 15.2-2659 have ever been issued. Although neither Section 15.2-2659 nor its predecessor provisions have been approved by a Virginia court, the Attorney General of Virginia has ruled that appropriated funds may be withheld by the Commonwealth pursuant to its predecessor section, Section 15.1-225. In the fiscal year ended June 30, 2016, of the \$_____ total direct appropriations paid by the Commonwealth to the Town, all of which was deposited in the Town's general fund.

Neither the Bonds, nor the proceedings with respect thereto specifically provide any remedies that would be available to a bondholder if the Town defaults in the payment of principal or interest on the Bonds, nor do they contain any provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such a default. Upon any default in the payment of principal or interest, a bondholder may, among other things, seek a writ of mandamus from an appropriate court requiring the Town Council to levy and collect taxes as described above. The mandamus remedy, however, may be impracticable and difficult to enforce. Furthermore, the right to levy and collect taxes and to enforce payment of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws and equitable principles, which may limit the specific enforcement of certain remedies.

Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code") permits a municipality such as the Town, if insolvent or otherwise unable to pay its debts as they become due, to file a voluntary petition for the adjustment of debts, provided that such municipality is "specifically authorized, in its capacity as a municipality or by name, to be a debtor..." Bankruptcy Code §109(c)(2). Current Virginia statutes do not expressly authorize the Town or municipalities generally to file for bankruptcy under Chapter 9. Chapter 9 does not authorize the filing of involuntary petitions against municipalities such as the Town.

Bankruptcy proceedings by the Town could have adverse effects on Bondholders including: (a) delay in the enforcement of their remedies, (b) subordination of their claims to claims of those supplying goods and services to the Town after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (c) imposition without their consent of a reorganization plan reducing or delaying payment of the Bonds. The effect of these and other provisions of the Bankruptcy Code cannot be predicted and may be significantly affected by judicial interpretations.

Approval of Legal Proceedings

Certain legal matters relating to the authorization and validity of the Bonds will be subject to the approving opinion of Hunton & Williams LLP, Bond Counsel, which will be furnished at the expense of the Town upon delivery of the Bonds, in substantially the form set forth in Appendix C (the "Bond Opinion"). The Bond Opinion will be limited to matters relating to authorization and validity of the Bonds and to the tax status of interest on the Bonds as described in the sections "Tax Matters." Bond Counsel has not been engaged to investigate the financial resources of the Town or its ability to provide for payment of the Bonds, and the Bond Opinion will make no statement as to such matters or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase Bonds.

Certain legal matters will be passed upon for the Town by Sally G. Hankins, Esquire, Town Attorney, and for the Underwriter by its counsel, _____.

Tax Matters [To be updated]

Opinion of Bond Counsel. In the opinion of Bond Counsel, under current law, interest on the Bonds is included in gross income for federal income tax purposes, and, under current law, interest on the Bonds is exempt from income taxation by the Commonwealth of Virginia.

Tax Consequences Generally. The following is a discussion of certain material United States federal income tax consequences of the ownership and disposition of the Bonds. This summary is based on the Code and existing and proposed Treasury regulations, revenue rulings, administrative interpretations, and judicial decisions, all as currently in effect and all of which are subject to change, possibly with retroactive effect. Except as specifically set forth in this subsection, this summary deals only with the Bonds purchased by a United States holder, as defined below, at original issuance and held as capital assets within the meaning of Section 1221 of the Code. It does not discuss all of the tax consequences that may be relevant to such a holder in light of his particular circumstances or to holders subject to special rules, such as insurance companies, financial institutions, regulated investment companies, dealers in securities or foreign currencies, traders in securities that elect the mark-to-market accounting method, persons holding the Bonds as part of a hedging transaction, “straddle,” conversion transaction, or other integrated transaction, or United States holders whose functional currency, as defined in Section 985 of the Code, is not the United States dollar. This discussion does not address United States estate tax consequences of holding the Bonds and, except as specifically described, does not address either tax consequences to pension plans or foreign investors or any aspect of state or local taxation with respect to the Bonds. Persons considering the purchase of the Bonds should consult with their own tax advisors concerning the application of the United States federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign jurisdiction. **The opinion of Bond Counsel with respect to the Bonds, the form of which is attached in Appendix C, will not address such matters.**

If a partnership or other entity classified as a partnership for United States federal income tax purposes holds Bonds, the tax treatment of the partnership and each partner generally will depend on the activities of the partnership and the status of the partner. Partnerships acquiring Bonds, and partners in such partnerships, should consult their tax advisors.

United States Holders. As used in the sections below, the term “United States holder” means a Beneficial Owner of a Bond that is for United States federal income tax purposes (a) a citizen or resident of the United States, (b) a corporation (including an entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia, (c) an estate, the income of which is includible in gross income for United States federal income tax purposes, regardless of its source, or (d) a trust if (i) a court within the United States can exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust or (ii) the trust has in effect a valid election to be treated as a domestic trust for United States federal income tax purposes. The term “United States person” shall mean those persons or entities described in (a), (b), (c), or (d) in the preceding sentence. Further, as described below, a non-United States holder is any holder of a Bond that is not a United States holder.

Taxation of Interest. Interest paid on a Bond generally will be taxable to a United States holder as ordinary interest income at the time it accrues or is received, in accordance with the United States holder’s method of tax accounting.

Sale, Exchange, or Retirement of the Bonds. Upon the sale, exchange, or retirement of a Bond, a United States holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, or retirement (other than amounts representing accrued and unpaid interest) and the United States holder’s adjusted tax basis in the Bond. A United States holder’s adjusted tax basis in a Bond will equal the cost of the Bond to that holder, increased by the amount of any original issue discount previously included in income by such holder with respect to such Bond and reduced by any principal payments received by the holder or by any amortized premium.

Gain or loss recognized on the sale, exchange, or retirement of a Bond generally will be capital gain or loss, and will generally be long-term capital gain or loss if at the time of sale, exchange, or retirement the Bond has been

held for more than one year. The deductibility of capital losses is subject to certain limitations. Prospective investors should consult their own tax advisor concerning these tax law provisions.

Any amount realized on the sale, exchange, or retirement of a Bond that is attributable to accrued interest will be taxable as interest unless previously taken into account. In addition, the tax treatment of the receipt of any redemption premium resulting from the exercise of an extraordinary optional redemption of the Bonds (see “Redemption – Extraordinary Optional Redemption”) is unclear, and prospective purchasers of the Bonds are urged to consult their tax advisors regarding the tax treatment of any such payment.

Defeasance or material modification of the terms of any Bond may result in a deemed reissuance thereof, in which event a Beneficial Owner of the defeased Bond generally will recognize taxable gain or loss equal to the difference between the amount realized from the sale, exchange, or retirement (less any accrued qualified stated interest which will be taxable as such) and the Beneficial Owner’s adjusted tax basis in the Bond. Prospective purchasers of the Bonds are urged to consult their tax advisors regarding the foregoing matters.

Original Issue Discount or Premium. “Original issue discount” will arise for United States federal income tax purposes in respect of any Bond if its stated redemption price at maturity exceeds its issue price by more than a de minimis amount (as determined for tax purposes). The stated redemption price at maturity of a Bond is the sum of all scheduled amounts payable on such Bond other than qualified stated interest. United States holders of Bonds generally will be required to include any original issue discount in income for United States federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, United States holders of Bonds issued with original issue discount generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

“Premium” generally will arise for United States federal income tax purposes in respect of any Bond purchased, whether upon issuance or otherwise, for an amount (excluding any amount attributable to accrued interest) in excess of their principal amount. Bonds so purchased will be treated for federal income tax purposes as having amortizable bond premium. A holder’s basis in such a Bond must be reduced by the amount of the premium which accrues while such Bond is held by the holder. A United States holder of a Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such United States holder, to amortize such premium, using a constant yield method over the term of such Bond. Purchasers of Bonds should consult their own tax advisors as to the calculation, accrual, and treatment of amortizable bond premium and the state and local tax consequences of holding such Bonds.

Taxation of Tax-Exempt Investors. Special considerations apply to employee benefit plans and other investors (“Tax-Exempt Investors”) that are subject to tax only on their unrelated business taxable income (“UBTI”). A Tax-Exempt Investor’s income from the Bonds generally will not be treated as UBTI under current law, so long as such Tax-Exempt Investor’s acquisition of such Bonds is not debt-financed. Tax-Exempt Investors should consult with their own tax advisors concerning these special considerations.

The Employees Retirement Income Security Act of 1974, as amended (“ERISA”), and the Code generally prohibit certain transactions between a qualified employee benefit plan under ERISA or tax-qualified retirement plans and individual retirement accounts under the Code (collectively, the “Plans”) and persons who, with respect to a Plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. All fiduciaries of Plans, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any Bonds.

Non-United States Holders. *The following applies to a holder if the holder is a Beneficial Owner of a Bond and is not a United States holder or a United States partnership (or entity treated as a partnership for United States federal income tax purposes) (hereinafter a “non-United States holder”). Special rules which will not be addressed herein may apply if a non-United States holder is a “controlled foreign corporation” or a “passive foreign investment company” for United States federal income tax purposes. If a non-United States holder is such an entity, the non-United States holder should consult its tax advisor to determine the tax consequences that may be relevant to the non-United States holder.*

All payments on a Bond made to a non-United States holder and any gain realized on a sale, exchange, or other disposition of a Bond by a non-United States holder will be exempt from United States federal income and withholding tax, provided that:

- the non-United States holder does not own, actually or constructively, 10% or more of the Town's outstanding capital or profit interests within the meaning of the Code and the Treasury regulations;
- the non-United States holder is not a controlled foreign corporation related, directly or indirectly, to the Town through stock ownership;
- the non-United States holder is not a bank whose receipt of interest on the Bonds is described in Section 881(c)(3)(a) of the Code;
- the non-United States holder has fulfilled the certification requirement described below;
- such payments are not effectively connected with the conduct by the non-United States holder of a trade or business in the United States; and
- in the case of gain realized on the sale, exchange, or other disposition of a Bond, if the non-United States holder is a nonresident alien individual, the non-United States holder is not present in the United States for 183 or more days in the taxable year of the disposition where certain other conditions are met.

The certification requirement referred to above will be fulfilled if the non-United States holder provides its name and address to the Trustee on IRS Form W-8BEN (or an acceptable substitute), and certifies, under penalties of perjury, that the holder is not a United States person.

If the non-United States holder is engaged in a trade or business in the United States, and if payments on a Bond are effectively connected with the conduct of that trade or business, or are attributable to a permanent establishment maintained by the non-United States holder in the United States, the holder will generally be taxed in the same manner as a United States holder (see "United States Holders" above), except that the non-United States holder will be required to provide a properly executed IRS Form W-8ECI in order to claim an exemption from or reduction of withholding tax.

Recently proposed legislation could impose United States withholding tax on payments of interest and proceeds of sale in respect of the Bonds to a non-United States holder that does not comply with certain disclosure requirements related to the equity ownership of the non-United States holder by United States Persons. If payment of withholding taxes were required, non-United States holders that were eligible for an exemption from United States withholding taxes with respect to such interest and proceeds would be required to seek a refund from the IRS to obtain the benefit of such exemption. It is unclear whether this legislation will be enacted and if so in what form.

Non-United States holders should consult their tax advisors with respect to other tax consequences of the ownership of the Bonds, including the possible imposition of a 30% branch profits tax.

Information Reporting and Backup Withholding. Information returns may be filed with the Internal Revenue Service ("IRS") in connection with payments on the Bonds and the proceeds from a sale, exchange, or other disposition of the Bonds. Holders may receive statements containing the information reflected on these returns. If the holder is a United States holder, the holder may be subject to United States backup withholding tax on these payments if it fails to provide its taxpayer identification number to the paying agent and comply with certification procedures or otherwise establish an exemption from backup withholding. If the holder is not a United States holder, it may be subject to United States backup withholding tax on these payments unless the holder complies with certification procedures to establish that the holder is not a United States person. The certification procedures required of the holder to claim the exemption from withholding tax on certain payments on the Bonds described above will satisfy the certification requirements necessary to avoid the backup withholding tax as well.

The amount of any backup withholding made from a payment will be allowable as a credit against the holder's United States federal income tax liability and may entitle the holder to a refund, provided that the holder timely furnishes the required information to the IRS.

Certain State and Local Tax Consequences. In addition to the United States federal income tax consequences described above, prospective investors should consider the potential state and local tax consequences of an investment in the Bonds. State income tax law may vary substantially from state to state, and this discussion does not purport to describe any aspect of the income tax laws of any state or locality. Therefore, potential purchasers should consult their own tax advisors with respect to the various state and local tax consequences of an investment in the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than Virginia.

The Internal Revenue Service (the "Service") has a program to audit state and local government obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the Service does audit the Bonds, under current Service procedures, the Service will treat the Town as the taxpayer and the owners of the Bonds will have only limited rights, if any, to participate.

Bond Counsel's opinions represent its legal judgment based in part upon the representations and covenants referenced therein and its review of existing law, but are not a guarantee of result or binding on the Service or the courts. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may come to Bond Counsel's attention after the date of its opinions or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

There are many events that could affect the value and liquidity or marketability of the Bonds after their issuance, including but not limited to public knowledge of an audit of the Bonds by the Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, legislative or regulatory proposals affecting state and local government securities and changes in judicial interpretation of existing law. In addition, certain tax considerations relevant to owners of Bonds who purchase Bonds after their issuance may be different from those relevant to purchasers upon issuance. Neither the opinions of Bond Counsel nor this Official Statement purports to address the likelihood or effect of any such potential events or such other tax considerations, and purchasers of the Bonds should seek advice concerning such matters as they deem prudent in connection with their purchase of Bonds.

SECTION THREE: MISCELLANEOUS

Pending Litigation and Administrative Proceedings

The Town and its employees have been named from time to time as defendants in various claims, which are being defended by the Town Attorney and associated counsel. The Town's potential liability is protected partially by sovereign immunity and by indemnification agreements. The Town Attorney is of the opinion that none of the litigation currently pending against the Town reasonably can be expected to have a material adverse effect on the Town's financial condition.

[According to the Town Attorney, there is no litigation of any kind now pending or, to the best of her information, knowledge and belief, threatened against the Town which would affect the validity of the Bonds or the right of the Town to levy or collect an annual ad valorem tax, over and above all other taxes authorizing or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay the principal of and interest on the Bonds as the same became due.]

Ratings [UPDATE]

Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Public Finance Ratings ("S&P") and Fitch Ratings ("Fitch") have assigned ratings of "____", "____" and "____", respectively, to the Bonds.

Reference should be made to the rating agencies for a description of the meaning of the respective ratings assigned by such rating agencies. The ratings are not a recommendation to buy, sell or hold the Bonds. The ratings are subject to review and change or withdrawal at any time if, in the judgment of the respective rating agency, circumstances so warrant. There is no assurance that any such ratings will continue for any period of time or that they will not be revised or withdrawn. A downward revision or withdrawal of any rating may have an adverse effect on the market price of the Bonds.

Financial Advisor

The Town has retained Davenport & Company LLC, Richmond, Virginia (the “Financial Advisor”), as its financial advisor in connection with the Town’s preparation for issuance of the Bonds. A portion of the Financial Advisor’s compensation for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

Underwriting [for use in negotiated sale]

[The Bonds are being purchased by _____ (together, the “Underwriter”). The purchase contract (the “Bond Purchase Agreement”) sets forth the Underwriter’s obligation to purchase Bonds at an aggregate purchase price of \$_____ (reflecting par less an Underwriter’s discount of \$_____ (or _____% of the aggregate principal amount)), and is subject to certain terms and conditions, including the approval of certain legal matters by counsel. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices or yields different from the public offering prices and yields stated on the inside cover of this Official Statement. The public offering prices and yields may be changed from time to time at the discretion of the Underwriter.]

Continuing Disclosure

To permit compliance by the Underwriter with the continuing disclosure requirements of the Rule, the Town will execute a Continuing Disclosure Agreement (the “CDA”) at closing agreeing to provide certain annual financial information and event notices required by the Rule. Such information will be filed through the Electronic Municipal Market Access System (“EMMA”) maintained by the Municipal Securities Rulemaking Board and may be accessed through the Internet at emma.mrsb.org. As described in Appendix D, the CDA requires the Town to provide only limited information at specific times, and the information provided may not be all the information necessary to value the Bonds at any particular time. The Town may from time to time disclose certain information and data in addition to that required by the CDA. If the Town chooses to provide any additional information, the Town shall have no obligation to continue to update such information or to include it in any future disclosure filing.

Failure by the Town to comply with the CDA is not an event of default under the Bonds or the Bond Resolution. The sole remedy for a default under the CDA is to bring an action for specific performance of the Town’s covenants hereunder, and no assurance can be provided as to the outcome of any such proceeding.

[address past continuing disclosure compliance].

Certain Relationships

Hunton & Williams LLP, which is serving as Bond Counsel for the Bonds, represents the Underwriter from time to time in matters unrelated to the Bonds or the Town.

Approval of Official Statement

Any statements in this Preliminary Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not representations of fact. No representation is made that any of

the estimates will be realized. Neither this Preliminary Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holder of the Bonds.

The attached Appendices are an integral part of this Preliminary Official Statement and must be read together with the balance of this Preliminary Official Statement.

The distribution of this Preliminary Official Statement has been duly authorized by the Town Council. The Town Council has deemed this Official Statement “final” as of its date within the meaning of the Rule with the exception of certain pricing and other information permitted to be omitted by the Rule.

TOWN OF PURCELLVILLE, VIRGINIA

By: _____
Town Manager

THE TOWN OF PURCELLVILLE, VIRGINIA

**BASIC FINANCIAL STATEMENTS OF THE TOWN
FOR THE FISCAL YEAR ENDED JUNE 30, 2016**

PROPOSED FORM OF BOND COUNSEL OPINION

Set forth below is the proposed form of opinion of Hunton & Williams LLP, Richmond, Virginia, Bond Counsel.

_____, 2017

Mayor and Town Council
Town of Purcellville
Purcellville, Virginia

Town of Purcellville, Virginia
\$ _____ General Obligation Refunding Bonds
Series 2017B (Federally Taxable)

Ladies and Gentlemen:

We have examined the applicable law and certified copies of proceedings and documents relating to the issuance and sale by the Town of Purcellville, Virginia (the “Town”), of its \$ _____ General Obligation Refunding Bonds, Series 2017B (Federally Taxable) (the “Bonds”). The Bonds are being issued to provide funds to (i) refund certain outstanding debt of the Town (the “Refunded Bonds”) and (ii) pay the costs of issuing the Bonds and refunding such outstanding debt. Reference is made to the form of the Bonds for information concerning their details, including payment and prepayment provisions and the proceedings pursuant to which they are issued.

Without undertaking to verify the same by independent investigation, we have relied on (a) computations provided to the [_____], independent public accountants and consultants, the mathematical accuracy of which was verified by them, relating to the sufficiency of investments in the escrow fund established in connection with the refunding of the Refunded Bonds to pay when due the principal of and premium, if any, and interest on the Refunded Bonds and (b) certifications by representatives of the Town as to certain facts relevant to our opinion.

Based on the foregoing, in accordance with customary opinion practice, we are of the opinion that:

1. The Bonds have been authorized and issued in accordance with the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, and constitute valid and binding obligations of the Town, and its Council is authorized and required by law, unless other funds are lawfully available and appropriated for the timely payment of the Bonds, to levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.
2. The rights of the holders of the Bonds and the enforceability of such rights may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.
3. Interest on the Bonds will be included in gross income for federal income tax purposes. We express no opinion regarding the federal tax consequences of the ownership of or receipt or accrual of interest on the Bonds.
4. Under current law, interest on the Bonds is exempt from income taxation by the Commonwealth of Virginia.

Our services as bond counsel to the Town have been limited to delivering the foregoing opinion based on our review of such proceedings and documents as we deem necessary to approve the validity of the Bonds and the tax status of interest thereon. We express no opinion herein as to the financial resources of the Town, its ability to provide for payment of the Bonds or the accuracy or completeness of any information, including the Town’s

Preliminary Official Statement dated _____, 2017, and its Official Statement dated _____, 2017, that may have been relied upon by anyone in making the decision to purchase the Bonds.

Very truly yours,

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated _____, 2017 (the “Disclosure Agreement”), is executed and delivered by the Town of Purcellville, Virginia (the “Issuer”), in connection with the issuance by the Issuer of its General Obligation Refunding Bonds, Series 2017B (Federally Taxable) (the “Bonds”). The Issuer hereby covenants and agrees as follows:

Section 1. Purpose. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the holders of the Bonds and in order to assist the original purchasers of the Bonds in complying with the provisions of Section (b)(5)(i) of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”) by providing certain annual financial information and material event notices required by the Rule.

Section 2. Annual Disclosure. (a) The Issuer shall provide annually financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule as follows:

- (i) audited financial statements of the Issuer, prepared in accordance with generally accepted accounting principles; and
- (ii) the operating data with respect to the Issuer of the type described in the section entitled “Tax Base Data” in Appendix A of the Issuer’s Official Statement dated _____, 2017, relating to the Bonds.

If the financial statements filed pursuant to Section 2(a)(i) are not audited, the Issuer shall file such statements as audited when available.

(b) The Issuer shall file annually with the Municipal Securities Rulemaking Board (the “MSRB”) the financial information and operating data described in subsection (a) above (collectively, the “Annual Disclosure”) within 210 days after the end of the Issuer’s fiscal year, commencing with the Issuer’s fiscal year ending June 30, 201[7].

(c) Any Annual Disclosure may be included by specific reference to other documents previously provided to the MSRB or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

(d) The Issuer shall file with the MSRB in a timely manner notice specifying any failure of the Issuer to provide the Annual Disclosure by the date specified.

Section 3. Event Disclosure. The Issuer shall file with the MSRB in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices, events or determinations with respect to the tax status of the Bonds;

- (g) modifications to rights of Bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasance of all or any portion of the Bonds;
- (j) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (m) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry of a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material; and
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

Section 4. Termination. The obligations of the Issuer hereunder will terminate upon the redemption, defeasance (within the meaning of the Rule), or payment in full of all the Bonds.

Section 5. Amendment. The Issuer may modify its obligations hereunder without the consent of Bondholders, provided that this Disclosure Agreement as so modified complies with the Rule as it exists at the time of modification. The Issuer shall within a reasonable time thereafter file with the MSRB a description of such modification(s).

Section 6. Defaults. (a) If the Issuer fails to comply with any covenant or obligation regarding Continuing Disclosure specified in this Disclosure Agreement, any holder (within the meaning of the Rule) or beneficial holder of Bonds then outstanding may, by notice to the Issuer, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Issuer's covenant to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the Issuer to comply with any obligation regarding Continuing Disclosure specified in this Disclosure Agreement (i) shall not be deemed to constitute an event of default under the Bonds or the resolution providing for the issuance of the Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 6(a) above.

Section 7. Filing Method. Any filing required hereunder shall be made by transmitting such disclosure, notice or other information in electronic format to the MSRB through the MSRB's Electronic Municipal Market Access (EMMA) system pursuant to procedures promulgated by the MSRB.

Section 8. Additional Disclosure. The Issuer may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the Issuer shall not incur any obligation to continue to provide, or to update, such additional information or data.

Section 9. Counterparts. This Disclosure Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Governing Law. This Disclosure Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

TOWN OF PURCELLVILLE, VIRGINIA

Mayor, Town of Purcellville, Virginia

Town Manager, Town of Purcellville, Virginia

BOOK-ENTRY ONLY SYSTEM

DTC AND BOOK-ENTRY ONLY SYSTEM

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payments of principal of and interest on the Bonds to DTC, its nominee, Direct Participants (defined below) or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions by and between DTC, the Direct Participants, and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co., DTC's partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of each series of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of New York Banking Law, member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the Book-Entry Only System for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holding on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal of and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Paying Agent, or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates will be printed and delivered.

The Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the Town believes to be reliable, but the Town takes no responsibility for the accuracy thereof.

Neither the Town nor the Paying Agent has any responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Bond Resolution to be given to Bondholders; or (d) any other action taken by DTC, or its nominee, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Official Statement to the Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only holder of Bonds for all purposes under the Bond Resolution.

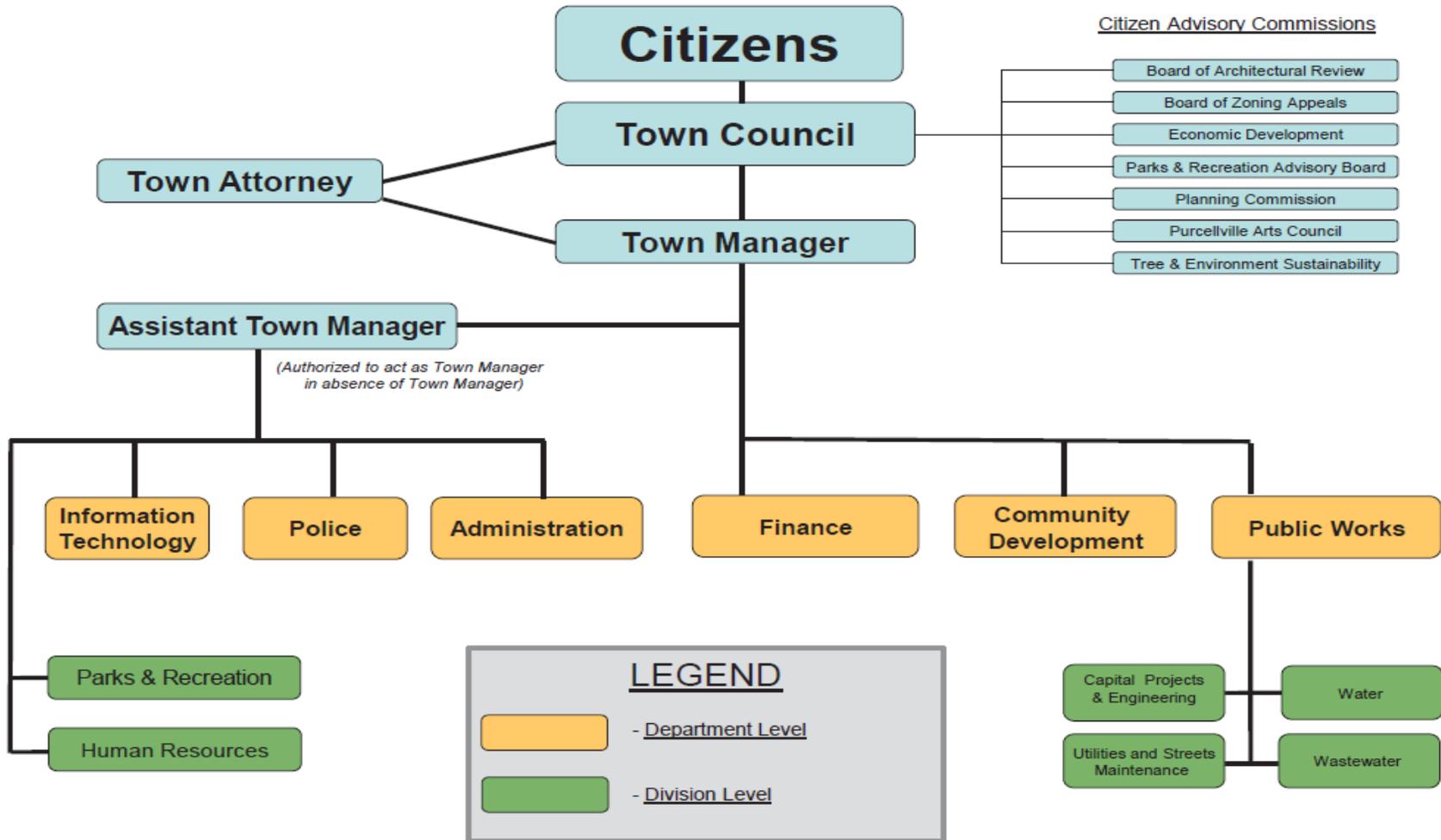
The Town may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the Book-Entry Only System to be maintained with respect to the Bonds without the consent of the Beneficial Owners or Bondholders.

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TOWN OF PURCELLVILLE

Organization Chart

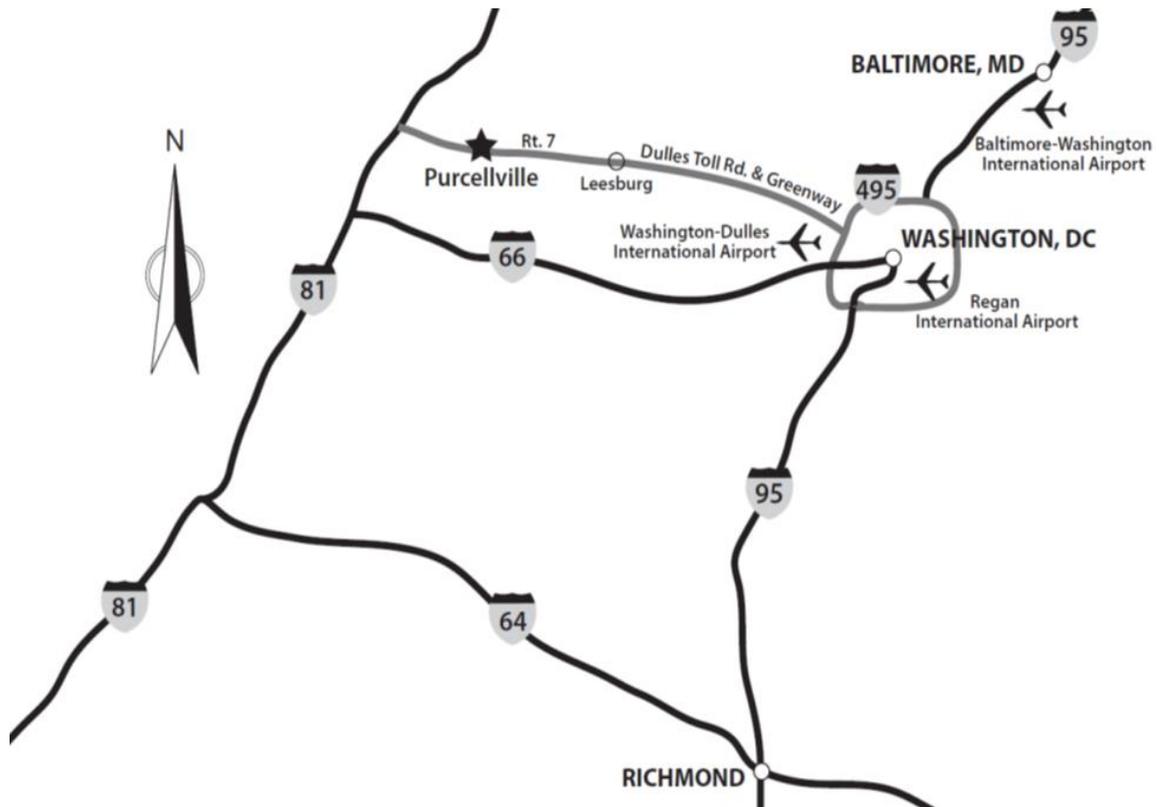


Principal Officers

Official	Name	Term and Manner of Selection	Length of Service with Town	Expiration of Term
Mayor and Council Member	Kwasi Fraser	2 years (Elected)	3 years	06/30/2018
Vice Mayor and Council Member	Nedim Ogelman	4 years (Elected)	1 year	06/30/2020
Council Member	Chris Bledsoe	4 years (Elected)	3 years	06/30/2020
Council Member	Ryan Cool	4 years (Elected)	1 year	06/30/2020
Council Member	Kelli Grim	4 years (Elected)	1 year	06/30/2018
Council Member	Karen Jimmerson	4 years (Elected)	3 years	06/30/2018
Council Member	Doug McCollum	4 years (Elected)	3 years	06/30/2018
Interim Town Manager	Alex Vanegas	Appointed by Town Council	[12] years	Pleasure of Town Council
Assistant Town Manager	Daniel C. Davis	Appointed by Town Manager	[2] years	Pleasure of Town Manager
Director of Finance/ Treasurer	Elizabeth B. Krens	Appointed by Town Manager	[20] years	Pleasure of Town Manager
Town Attorney	Sally Hankins	Appointed by Town Council	5 years	Pleasure of Town Council
Clerk of Council	Diana Hays	Appointed by Town Manager	5 years	Pleasure of Town Manager
Director of Community Development	Patrick Sullivan	Appointed by Town Manager	[_] years	Pleasure of Town Manager
Director of Public Works/ Operations (Interim)	Dale Lehnig	Appointed by Town Manager	[_] years	Pleasure of Town Manager
Chief of Police	Cynthia McAlister	Appointed by Town Manager	[2] years	Pleasure of Town Manager
Executive Assistant to Town Manager	Vadah McCann	Appointed by Town Manager	[_] years	Pleasure of Town Manager

Introduction

The Town was incorporated in 1908 and is located in Loudoun County, Virginia, approximately 60 miles west of Washington, D.C., approximately 10 miles west of Leesburg, Virginia, and approximately 26 miles northwest of Dulles Airport. The Town has a land area of approximately 3.25 square miles. The 2010 census indicated the Town's population to be approximately 7,727, a significant increase over the 2000 census population estimate of 3,584. More recent estimates from Loudoun County project the Town's current population at approximately 9,200.



Government

The Town is operated based on a Council-Manager form government. The Town Council is the legislative body of the Town and is empowered by the charter to make all Town policy. The six Town Council Members are elected for four-year overlapping terms, and the Mayor, also a member of the Council, is elected for a two-year term.

The Town Council appoints a Town Manager to act as executive and administrative head of the Town. The Town Manager serves at the pleasure of the Town Council, carries out its policies, directs business procedures, and has the power of appointment and removal of all Town employees except the Town Attorney. Duties and responsibilities of the Town Manager include preparation, submission and administration of the capital and operating budgets, advising the Town Council on the affairs of the Town, enforcement of the Town Charter and laws of the Town, and direction and supervision of all departments.

The Town Council adopts all ordinances and resolutions and establishes the general policies of the Town. The Town Council also sets the tax rate and adopts the budget.

Profiles of Elected Officials

Kwasi Fraser, Mayor. [Biographical sketch to come]

Nedim Ogelman, Vice Mayor. [Biographical sketch to come]

Chris Bledsoe, Council Member. [Biographical sketch to come]

Ryan Cool, Council Member. [Biographical sketch to come]

Kelli Grim, Council Member. [Biographical sketch to come]

Karen Jimmerson, Vice Mayor. [Biographical sketch to come]

Doug McCollum, Council Member. [Biographical sketch to come]

Profiles of Certain Town Administrative Staff

Alex Vanegas, CPM, Interim Town Manager. Mr. Vanegas was appointed as the Interim Town Manager in May 2017. Prior to this assignment, Mr. Vanegas was the Director of Public Works for the Town. He has been employed with the Town for nearly 12 years, promoted through the organization from the Waterworks Superintendent in 2005 to his current position. Mr. Vanegas is an affiliate member the International City/County Management Association (ICMA). He is active on the Planning Commission in Prince William County. Mr. Vanegas is a Certified Public Manager through the Regional Executive Development Program accredited by the Metropolitan Washington Council of Governments. He holds a Master's degree in Urban & Environmental Planning from the University of Virginia and a second Master's Degree in Organizational Management from George Washington University. Mr. Vanegas also has a Graduate Certificate in Executive Leadership Coaching from George Washington University.

Daniel C. Davis, Assistant Town Manager. Mr. Davis was hired as the Assistant Town Manager in September 2015. He has worked in local government for nearly fourteen years, serving most of that time in policy development and executive management for the Loudoun County government. Mr. Davis has broad experience in local government issues, including community development, transportation, organizational development, employee relations, and public information and outreach. He is a member of the International City/County Management Association and Virginia Local Government Management Association (VLGMA), serving as co-chair of the February 2015 VLGMA Conference. He attended Patrick Henry College, where he received a Bachelor's degree in Government with a focus on Public Policy. In 2013, he graduated from George Mason University with a Master's degree in Public Administration.

Elizabeth B. Krens, Director of Finance/Treasurer. Ms. Krens has served as the Director of Finance since 1997 and has over [32] years' experience in finance and accounting. After graduating from Virginia Tech with a Bachelor of Science degree in Finance, she worked at Wheat First Securities in Richmond in accounting and in equity research as an Assistant Analyst. Later, she moved to the Northern Virginia area and worked as the Controller for Sterling Elevator Service until she came to the Town. Ms. Krens is active in the Virginia Government Finance Officers' Association (GFOA) and the Treasurer's Association of Virginia and is certified as a Master Governmental Treasurer. [Under her leadership, the Town's Finance Department has received the GFOA's Distinguished Budget Presentation Award every year beginning July 1, 2009, and GFOA's Certificate of Excellence for the Comprehensive Annual Financial Reports every year for fiscal years ending June 30, 2008, through June 30, 2016.]

Connie LeMarr, Assistant Director of Finance. Ms. LeMarr has been employed with the Town for [eight] years. Previously, Ms. LeMarr was employed for 10 years as the Accounting Manager at the National Council of Teachers of Mathematics, a non-profit educational organization. She has over 20 years of managerial experience in financial, revenue, payroll, and payables accounting. Ms. LeMarr has a Bachelor of Science degree in Public Administration from George Mason University.

Sally G. Hankins, Town Attorney. Ms. Hankins received her law degree from the University of Texas at Austin in 2002. Upon graduation from law school, she began her practice as a land development and zoning attorney in Northern Virginia. In June 2012, she expanded her practice to include all areas of local government law, becoming the Town Attorney for the Town.

Patrick Sullivan, Director of Community Development. [Biographical sketch to come]

Dale Lehnig, Director of Public Works/Operations (Interim). [Biographical sketch to come]

Diana Hays, Clerk of Council. [Biographical sketch to come]

Cynthia McAlister, Chief of Police. Chief McAlister joined the Purcellville Police Department in June 2015, after retiring as Patrol Bureau Major with the Fairfax County Police Department. She brought with her 33 years of police experience in various fields of police operations. Chief McAlister began her career as a patrol officer working in the Chantilly and McLean areas of Fairfax County. She advanced to the Public Information Office and on to the Major Crimes Division as a juvenile fugitive and child abuse detective. Upon promotion to the supervisory level, she oversaw the Financial Crimes Unit, Field Training, and various patrol squads. Once promoted to Commander, Chief McAlister was involved in Animal Services, Patrol Command, Criminal Justice Academy operations, Resource Management, and Patrol Bureau operations. Chief McAlister is a member of the International Association of Chiefs of Police, the FBI National Academy Alumni Association, the Virginia Association of Chiefs of Police, and the Police Executive Research Forum. She holds a Bachelor of Science degree from George Mason University and is a graduate of the FBI National Academy (session 240) and the Police Executive Leadership School. She is also an instructor for the International Association of Chiefs of Police program, “Leadership in Police Organizations.”

Vadah McCann, Executive Assistant to the Town Manager and the Director of Administration Department. Ms. McCann has worked in local government for 27 years. Ms. McCann has been employed with the Town for a total of 17 years, serving in her current role for 10 years, with the previous 7 years in the Finance Department. She previously served as Treasurer/Acting Zoning Administrator for the Town of Hamilton for 3 years and in the Commissioner of the Revenue’s Office for Loudoun County for 7 years. Ms. McCann has been active in her community, coaching and assisting with softball and baseball teams, providing support for Autism Awareness, and assisting with conservation efforts as a member of the local chapter of the Wild Turkey Federation.

Services Provided by the Town

The Town provides a full range of municipal services, including police protection, refuse collection, construction and maintenance of streets and other infrastructure, parks and recreational facilities, zoning inspection services, and general administrative services. The Town also maintains and operates two enterprise funds for the production, distribution, and treatment of water and wastewater on behalf of Town residents.

Other services are also provided by Loudoun County. These include public education in grades kindergarten through twelve and certain technical and special education, health and social services, mental health assistance, agricultural services, judicial activities, libraries, and correctional facilities.

Public Works

The Public Works Department is responsible for overseeing four divisions: Streets/Maintenance, Capital Projects/Engineering, Water, and Wastewater. The Public Works Department is responsible for water resource development, treatment, and distribution to residents and businesses; wastewater collection and treatment; improving and maintaining the Town’s streets and utility infrastructure; overseeing capital projects; and stormwater management. Additionally, through the Water Treatment Plant, the Town provides a safe and dependable water supply to the citizens of Purcellville, and the Basham Simms Wastewater Facility treats the Town’s wastewater. Staff of the Public Works Department includes the Director, Assistant Director, Manager-CIP & Engineering, and Superintendents for Streets/Maintenance, Water, and Wastewater. The Department also has direct Administrative Support, Inspectors, and part-time Engineering Assistants.

The Town obtains its water from surface water and ground water as described below. The surface water source is the J.T. Hirst Reservoir, built about 1955, which has an operational capacity of 300,000 gallons per day (gpd). The storage capacity of the reservoir is about 29 million gallons. The reservoir is filled by three primary water springs: Harris Spring, Potts Spring, and Cooper Spring. Cooper Spring is piped (gravity line) to a 12-inch pipe just below the reservoir which then carries water to the water treatment plant for filtration. The Harris and Potts springs flow directly into the J.T. Hirst Reservoir. Forbes/Cornwell Well System, Main Street Village Well System, Mountain View Well System and Hirst Farm Well System are the ground water sources and collectively have a capacity of 753,000 gpd. The total production capacity is 1,053,000 gpd including the reservoir. The current average use is about [563,000] gpd. The Town owns [1,272] acres around the reservoir and three springs, including much of the watershed for the reservoir.

The Water Treatment Plant, initially built in 1985 and expanded in 2000, consists of a high rate water filtration plant with chemical addition capabilities. Chemical treatment includes aluminum sulfate for filter performance, chlorine for disinfection, fluoride for tooth decay, potassium permanganate for iron and manganese control, and phosphate for water system corrosion control. There are two water tanks in the system; one has a capacity of 200,000 gallons and the other 1.0 million gallons. There are 47 miles of pipeline in the system. The plant has a capacity of 600,000 gpd of surface water but is limited to 300,000 gpd by the reservoir capacity. Currently, there are approximately [2,259] residential and [295] commercial customers. Water bills are mailed every two months, and there is an option for online payment.

The Basham Simms Wastewater Facility was built in 2002 and upgraded for advanced nutrient removal and increased capacity to 1.5 million gallons per day (mgd) in 2010. The average daily wastewater flow is 575,000 gpd. There are about 35 miles of sewer lines, including 2.5 miles of force mains, four Town-maintained pump stations and four private pump stations. The treatment process includes coarse screening, grit removal, primary clarification, fine screening, enhanced nutrient removal in a membrane biological reactor, and ultraviolet radiation disinfection.

The Town's Streets and Maintenance Division is responsible for maintaining the Town's infrastructure including streets, utilities and Town-owned facilities. Routine responsibilities include road maintenance, sign installation and repair, road markings, water and sewer line inspections and cleaning, hydrant maintenance and repair, storm drain maintenance and repair, fire flow tests, and maintenance of Town-owned facilities within and outside of Town limits. The division maintains 54 miles of streets; five parking lots with a total of 191 spaces; 1,272 acres of mountain watershed property containing a reservoir and three springs; three parks with a total of about 31 acres; and fifteen other properties with Town buildings and facilities totaling 295 acres. The Division also maintains approximately 47 miles of water line, 35 miles of sewer line, and 17 miles of stormwater lines.

Public Schools

Primary and secondary education is provided by Loudoun County Public Schools. The Town has no responsibility to finance or operate the public schools, although residents of the Town do assist in financing the schools through the payment of taxes to Loudoun County.

Higher Education

The Town has a variety of accessible and well-known colleges and universities located in Loudoun County. Patrick Henry College is a private, four-year institution located within the Town boundaries. The following institutions are located near the Town in Loudoun County and neighboring jurisdictions: The George Washington University Virginia Campus, Northern Virginia Community College's Loudoun Campus, George Mason University Loudoun Campus, Marymount University's Loudoun Academic Center, Old Dominion University's Northern Virginia Center, Shenandoah University's Northern Virginia Campus, and Strayer University. Other nearby colleges and universities with particular undergraduate and graduate programs located in Loudoun County include: George Mason University, Shepherd University, Virginia Commonwealth University School of Social Work, Virginia Tech, and the University of Virginia. Just 60 miles away in Washington, D.C., are many other outstanding public and private higher education opportunities, including: Catholic University, American University, Howard University, and Georgetown University.

Transportation

The Town is located along State Route 7. Route 7 provides a four-lane highway between the Town and the Washington, D.C. area. The Town is within 50 miles of interchanges for Interstate 95 and Interstate 81, major north-south routes, Interstate 66, Interstate 270, and U.S. 29. These highways provide access to most areas along the eastern seaboard.

Air transportation is provided primarily at Washington Dulles International Airport, located in eastern Loudoun County, approximately 26 miles from the Town. The airport provides both national and international flights as well as charter service.

Public transportation includes a commuter bus system managed by Loudoun County that provides a one-seat ride from Purcellville into Arlington, Virginia, and Washington, D.C. The Town is located approximately 20 miles from the future Ashburn Station on the Silver Line of the Washington Metropolitan Area Transit Authority's "Metro," a direct heavy rail link into Washington, D.C. and surrounding areas.

Community Facilities

Loudoun Hospital Center, a private non-profit organization, operates an 88-bed facility for acute and general care located in Lansdowne, which is approximately 17 miles east of the Town. Loudoun Hospital Center also operates Loudoun Medical Center West, an emergency outpatient center on Cornwell Street in the nearby Town of Leesburg. In addition, Heritage Hall, a 120-bed, private intermediate care nursing facility, is located in the Town of Leesburg. INOVA also has medical facilities located within the Town of Purcellville.

Historic Preservation

The Town has a significant interest in the preservation and conservation of its cultural and architectural heritage. The Purcellville Preservation Association is a non-profit organization dedicated to promoting community pride and awareness of the Town's historical and natural resources and enhancing the environment through preservation and beautification.

ECONOMIC AND RELATED DATA

The following tables present population and income information for the Town.

Population

<u>Year</u>	<u>Population</u>
2007	7,304
2008	7,497
2009	7,632
2010	7,727
2011	7,786
2012	7,820
2013	7,902
2014	7,975
2015	8,075
2016	8,149

Sources: 2010: U.S. Census Bureau, 2010 Decennial Census; 2007-2009, 2011-2016: Loudoun County Department of Planning and Zoning, Estimates Series, April 15, 2016.

Per Capita Personal Income

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Loudoun County	\$66,010	\$68,174	\$66,441	\$67,450	\$69,895
Commonwealth of Virginia	47,544	49,294	48,460	50,105	52,052

United States	42,453	44,267	44,462	46,414	48,112
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Source: U.S. Department of Commerce, Bureau of Economic Analysis. Most recent information available.

Note: Data not tracked separately for the Town. Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2011-2015 reflect county population estimates available as of March 2016.

All state and local area dollar estimates are in current dollars (not adjusted for inflation).

Median Household Income*

Town of Purcellville	\$124,276
Commonwealth of Virginia	65,015
United States	53,889

Source: U.S. Census Bureau, American Community Survey.

* Five-year estimate shown in 2015 inflation-adjusted dollars.

BUSINESS AND LABOR

The following tables present employment, retail sales, construction and housing information for the Town.

Principal Employers

Employer	Type of Industry	Fiscal Year 2016		Fiscal Year 2008	
		Employees	Rank	Employees	Rank
Loudoun County Schools	Education	595	1	483	1
Wholesale Screening Solutions	Data/Background Checks	220	2	N/A	N/A
Blue Ridge Veterinary Assoc., Inc.	Medical	125	3	90	7
Harris Teeter	Grocery	125	4	N/A	N/A
Home School Legal Defense	Legal	100	5	90	6
Giant	Grocery	85	6	147	2
Magnolia's at the Mill	Restaurant/Retail	84	7	N/A	N/A
Food Lion/Bloom	Grocery	80	8	80	8
Chick-fil-A	Restaurant	80	9	N/A	N/A
Town of Purcellville	Government	78	10	75	9

Source: Town of Purcellville, Virginia (derived from Business License Renewal information).

Unemployment Rate

	2012	2013	2014	2015	2016	2017*
Loudoun County**	4.4%	4.4%	4.3%	3.6%	3.2%	3.2%
Commonwealth of Virginia	6.1	5.7	5.2	4.5	4.0	3.8
United States	8.1	7.4	6.2	5.3	4.9	4.3

Sources: Virginia Employment Commission; U.S. Bureau of Labor Statistics.

* As of May, 2017.

** Data specific to the Town not available.

**Taxable Retail Sales and Taxable Retail Sales Per Capita
Loudoun County (including the Town of Purcellville)**

Calendar Year	Loudoun County Population	Taxable Retail Sales	Taxable Retail Sales Per Capita
2007	278,986	\$4,185,298,375	\$15,001.82
2008	289,143	4,114,591,916	14,230.30
2009	309,640	4,113,301,056	13,284.14
2010	312,311	4,280,997,983	13,707.48
2011	324,337	4,482,966,036	13,821.94
2012	333,253	5,041,019,885	15,126.71
2013	347,969	4,858,737,333	13,963.13
2014	361,708	4,986,977,605	13,787.30
2015	374,451	5,335,423,939	14,248.66
2016	385,327	5,564,634,638	14,441.33

Source: Virginia Department of Taxation.
Note: Data not tracked separately for the Town.

The following data illustrates the character of housing in the Town:

Housing [To be updated]

	<u>2008</u>		<u>2016</u>	
	No.	Assessment	No.	Assessment
Single Family Detached				
Single Family Attached (condo):				
Other (incl. vacant land)				
Single Family Suburban ¹				
Total				

Source: Assessor of Real Estate, Loudoun County, Virginia.

The following data presents zoning permit information for the Town.

Zoning [To be updated]

Fiscal Year	Occupancy Permits Issued	Zoning Permits Issued	Development Plans Processed
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017*			

Source: Town of Purcellville, Virginia.
* Five months.

ECONOMIC DEVELOPMENT ACTIVITIES [To be updated]

[From 2010 to 2016 Purcellville's population grew by 123%. This population growth has been accompanied by commercial and industrial growth in the Town.

The Town serves as a traditional business hub of western Loudoun County, with a population that exceeds 60,000 within a fifteen-minute drive of the center of Town. This population base allows the Town to benefit from a larger economic base than the Town population referenced above. Forbes Magazine recently ranked Loudoun County as the wealthiest county in the nation, with a median annual household income of \$116,317. The Town continues to benefit from its close proximity to Washington, D.C., and the highly affluent and economically vibrant outskirts that stretch all the way to Purcellville.

During the last two calendar years, the Town has seen over 175,000 square feet of commercial/industrial expansion with over a \$60,000,000 investment in new and expanded businesses. This expansion has resulted in 300 new jobs in 2012 and 223 jobs so far in 2013.

In anticipation of continued future growth, the Town is pursuing new businesses with a strong emphasis on creating a business-friendly environment. The Town is supplementing this effort by upgrading infrastructure and rewriting zoning regulations with the goal of making it easier and less expensive for a business to locate in Purcellville.

A number of breweries, wineries, and distilleries have located in the Town. Calendar year 2013 has seen a major expansion of a distillery and the arrival of two breweries. In addition, the Town offers space in its downtown train station to Visit Loudoun as an information center to promote Northern Virginia's wine country.

Several noteworthy commercial projects completed in 2013 include: (1) a \$40 million large shopping development known as the Gateway Project, which is anchored by a Harris Teeter grocery store and is expected to produce hundreds of jobs, (2) the addition of new medical facilities in the Town, (3) the addition of seven full-service restaurants, which are expected to produce significant meals tax revenues for the Town, and (4) the addition of a new branch office for the Bank of Clark County.

Purcellville is the home to Patrick Henry College. The Town anticipates that the college's long term plans for growth will serve as an economic driver for the area.

The Town saw a variety of small businesses open this past year. The Town's downtown business district currently reflects a 90% occupancy rate. The Town anticipates shortly commencing a \$1.8 million infrastructure upgrade to the downtown streets, sidewalks and environs to make the Town more conducive to local business growth.]

TAX BASE DATA

Real estate and personal property taxes are assessed annually by Loudoun County, Virginia, for all property of record as of January 1 of the tax year. The Town bills and collects its own property taxes based on the assessed values provided by the County. Taxes are levied annually on January 1 and are due by June 5 and December 5. Taxes that remain unpaid after the due date are subject to a late payment penalty of 10% of the taxes due. Interest of 10% per annum is assessed on delinquent taxes plus penalties that remain unpaid.

The following tables present certain tax data concerning the Town.

**Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years**

Fiscal Year	Real Estate*	Personal Property	Public Service	Total Taxable Assessed Value	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
2007	\$1,195,641,850	\$58,069,859	\$11,220,869	\$1,264,932,578	\$1,264,932,578	100%
2008	1,160,800,550	56,347,033	11,912,214	1,229,059,797	1,229,059,797	100
2009	1,048,886,350*	108,172,940	12,226,592	1,169,285,882	1,169,285,882	100
2010	961,287,250	56,657,467	12,470,666	1,030,415,383	1,030,415,383	100
2011	960,616,700	62,755,192	12,415,217	1,035,787,109	1,035,787,109	100
2012	976,555,250	61,387,349	17,270,331	1,055,212,930	1,055,212,930	100
2013	1,010,965,950	63,685,657	20,575,695	1,095,227,302	1,095,227,302	100
2014	1,064,663,675	64,959,370	20,976,414	1,150,599,459	1,150,599,459	100
2015	1,140,041,935	65,961,448	21,628,009	1,227,631,392	1,227,631,392	100
2016	1,202,445,320	63,071,081	21,747,771	1,287,264,172	1,287,264,172	100

Sources: Commissioner of Revenue, Loudoun County, Virginia and Assessor of Real Estate, Loudoun County, Virginia – County Wide Assessment Summary Report.

* In fiscal year 2009, the Personal Property tax due date was changed, therefore, two tax bill cycles are included.

Note: This schedule % of assessment reflects that Loudoun County tax bill is based on 100% of the assessment. Some localities tax on less than 100% of assessed value.

Principal Real Property Taxpayers

Taxpayer	Type Business	Fiscal Year 2016		Fiscal Year 2007	
		2016 Assessed Valuation	% of Total Assessed Valuation	2007 Assessed Valuation	% of Total Assessed Valuation
NSHE Fool Hollow Lake LLC	Shopping Center	\$27,964,660	2.30%	\$ 4,542,600	0.38%
Main St. Station LLC	Shopping Center	18,509,880	1.52	12,247,800	1.03
Purcellville Shopping Center LLC	Shopping Center	12,208,350	1.00	9,924,300	0.84
S R B Enterprises LLC	Shopping Center	11,612,670	0.95	5,365,800	0.45
Valley Medical Center LLC	Medical Center	9,117,590	0.75	N/A	N/A
Maple Avenue Apartments LP	Apartments	5,340,730	0.44	5,449,200	0.46
Main Street Associates LP	Apartments	4,363,680	0.36	5,227,500	0.44
Purcellville Development LLC	6.53 Acre Catoctin Corner	3,862,960	0.32	N/A	N/A
Purcellville Plaza LLC	201 N. Maple Ave.	3,477,910	0.29	54,628,000	0.46
413 Browning Court LLC	Office Building	3,456,630	0.28	690,000	0.06
		\$99,915,060	8.21	\$48,910,000	4.12

Source: Assessor of Real Estate, Loudoun County, Virginia.

Note: Total Assessed Value is adjusted for land use deferral.

**Governmental Activities Local Tax Revenue by Source
Last Ten Fiscal Years
(accrual basis of accounting)**

Fiscal Year	Property Tax	Local Sales and Use Tax	Utility License Taxes	Motor Vehicle License Tax	Meals Taxes	Business Licenses	Other Local Taxes	Total
2007	\$2,409,596	\$652,195	\$256,927	\$128,959	\$ 699,300	\$525,813	\$536,352	\$5,209,142
2008	2,469,194	678,260	200,387	134,023	682,534	625,138	577,660	5,367,196
2009	2,728,737	688,327	201,503	126,268	689,856	534,537	547,409	5,516,637
2010	2,487,151	811,566	204,768	127,915	679,083	633,268	425,276	5,369,027
2011	2,526,829	878,531	208,945	136,777	775,398	549,271	447,658	5,523,409
2012	2,526,297	952,497	201,784	154,275	788,948	621,289	472,815	5,717,905
2013	2,850,968	931,067	209,182	149,973	1,229,495	709,692	475,834	6,556,211
2014	3,095,888	898,669	218,543	153,981	1,384,194	666,178	508,110	6,925,563
2015	3,239,133	998,571	222,625	145,791	1,607,222	677,503	535,057	7,425,902
2016	3,472,962	1,110,071	220,033	146,961	1,786,932	765,795	537,536	8,040,290

Source: Comprehensive Annual Financial Report, Town of Purcellville, Virginia (Fiscal Year 2016).

**Property Tax Rates^(*)
Direct and Overlapping Governments Last Ten Fiscal Years**

Fiscal Year	<u>Town of Purcellville, Virginia</u>						<u>Overlapping Rates County of Loudoun, Virginia</u>		
	Real Estate	FF Service Tax District^(**)	Personal Property	Volunteers	Machinery and Tools	Merchants' Capital	Real Estate	Personal Property	Machinery and Tools
2007	\$.17/.18	N/A	\$1.05	\$0.01	\$0.55	N/A	\$0.92	\$4.20	\$2.75
2008	.18/.19	N/A	1.05	0.01	0.55	N/A	1.14	4.20	2.75
2009	.19/.225	N/A	1.05	0.01	0.55	N/A	1.245	4.20	2.75
2010	.225/.23	N/A	1.05	0.01	0.55	N/A	1.30	4.20	2.75
2011	.23/.23	N/A	1.05	0.01	0.55	N/A	1.29	4.20	2.75
2012	.23/.225	N/A	1.05	0.01	0.55	N/A	1.24	4.20	2.75
2013	.225/.225	NA/.035	1.05	0.01	0.55	N/A	1.205	4.20	2.75
2014	.225/.21	.035/.035	1.05	0.01	0.55	N/A	1.155	4.20	2.75
2015	.21/.21	.035/.035	1.05	0.01	0.55	N/A	1.135	4.20	2.75
2016	.22/.22	.035/.035	1.05	0.01	0.55	NA	1.145	4.20	2.75

Source: Town of Purcellville, Virginia, Finance Department and Treasurer, Loudoun County, Virginia.

* Per \$100.00 of assessed value.

**Property Tax Levies and Collections
Last Ten Fiscal Years**

Fiscal Year	Real Estate Tax Levy for Fiscal Year	Personal Property Tax Levy for Fiscal Year	Total Tax Levy for Fiscal Year	Collected Within the Fiscal Year of the Levy		Total Collections to Date		
				Amount	Percentage of Levy	Collections in Subsequent Years	Amount	Percentage of Levy
2007	\$2,075,259	\$336,483	\$2,411,741	\$2,347,023	97.32%	\$ 61,092	\$2,408,114	99.85%
2008	2,137,439	343,010	2,480,449	2,435,698	98.20	40,063	2,475,761	99.81
2009	2,183,022	633,639**	2,816,661	2,725,048	96.75	84,417	2,809,465	99.74
2010	2,192,212	319,036	2,511,248	2,436,375	97.02	71,372	2,507,747	99.86
2011	2,208,797	383,180	2,591,977	2,494,927	96.26	93,266	2,588,193	99.85
2012	2,214,116	395,634	2,609,750	2,523,249	96.69	80,726	2,603,976	99.78
2013	2,448,170	422,435	2,870,605	2,746,752	95.69	119,206	2,865,958	99.84
2014	2,684,760	431,752	3,116,512	3,021,519	96.95	89,227	3,110,746	99.81
2015	2,833,250	438,636	3,271,886	3,099,061	94.72	151,784	3,250,845	99.36
2016	3,006,627	427,528	3,434,155	3,320,031	96.68	N/A	3,320,031	99.68

Sources: Finance Department, Town of Purcellville, Virginia and Commissioner of Revenue, Loudoun County, Virginia.

* In fiscal year 2009, the Personal Property tax due date was changed, therefore, two tax bill cycles are included.

FINANCIAL INFORMATION

Accounting System and Annual Audit

The accounts of the Town are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting and reporting entity. Operations are accounted for by a separate group of self-balancing accounts which comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses. The accounting policies of the Town conform with accounting principles generally accepted in the United States of America.

The Town Charter and Section 15.2.-2511 of the Code of Virginia require an annual audit of the Town's financial affairs performed by independent certified public accountants. The Town has contracted with Robinson, Farmer, Cox Associates, Certified Public Accountants to provide audit services in a five-year contract. Robinson, Farmer, Cox Associates has issued an unqualified opinion on the Town's financial statements for the fiscal year ended June 30, 2016. Robinson, Farmer, Cox Associates has not been engaged to review or confirm any financial or other information contained in this Official Statement.

Selected Financial Information

The financial data shown in the following table presents a summary of the General Fund revenues, expenditures, and fund balances for the last five fiscal years, each of which ended on June 30 of the relevant calendar year. The unaudited summaries for the fiscal years 2012, 2013, 2014, 2015 and 2016 have been compiled by the Town from its audited financial statements.

Five-Year Summary of Revenues, Expenditures and Changes in Fund Balances (General Fund)

	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Revenues:					
General property taxes	\$2,526,297	\$2,677,535	\$2,723,826	\$2,842,910	\$3,054,559
Other local taxes	3,191,608	3,705,243	3,829,675	4,186,769	4,567,328
Permits, privilege fees and regulatory licenses	81,782	102,822	217,668	161,370	142,774
Fines and forfeitures	73,046	84,156	64,947	57,326	42,844
Revenue from use of money and property	50,350	1,770	1,028	1,127	3,256
Miscellaneous	70,166	63,746	51,588	70,006	38,640
Intergovernmental revenues:					
Local government	-	237,739	222,228	253,365	223,147
Commonwealth	1,095,491	1,105,836	1,125,299	1,159,502	1,169,923
Federal	36,930	18,452	27,542	1,024	500
Total revenues	\$7,125,670	\$7,997,299	\$8,263,801	\$8,733,399	\$9,242,971
Expenditures:					
General government administration	\$2,366,088	\$2,390,979	\$2,515,213	\$2,471,121	\$2,611,773
Public safety	1,788,562	1,838,119	1,906,858	1,968,590	2,068,546
Public works	2,769,287	2,747,417	3,285,281	2,729,601	3,387,426
Parks, recreation, and cultural	80,475	-	-	-	-
Community development	420,361	426,093	420,836	431,276	495,504
Debt service:					
Principal	672,460	3,372,258	8,402,384	596,531	658,336
Interest and other fiscal charges	665,834	655,255	426,179	548,839	590,868
Bond issue costs	-	-	163,254	-	-
Total expenditures	\$8,763,067	\$11,430,121	\$17,120,005	\$8,745,958	\$9,812,453
Revenues over (under) expenditures	\$(1,637,397)	\$(3,432,822)	\$(8,856,204)	\$(12,559)	\$(569,482)
Other financing sources (uses):					
Transfers in	\$1,270,560	\$1,115,904	\$1,115,904	\$1,031,904	\$1,033,241
Transfers out	(4,567,672)	-	(463,512)	(208,457)	(141,500)
Proceeds from sale of property	-	1,259,700	-	-	-
Issuance of Debt	-	2,793,772	10,840,000	-	-
Premium on general obligation refunding bonds	-	-	1,274,027	-	-
Payment to advance refund bond escrow agent	-	-	(4,278,235)	-	-
Total other financing sources (uses)	\$(3,297,112)	\$5,169,376	\$8,488,184	\$823,447	\$891,741
Net change in fund balances	\$(4,934,509)	\$1,736,554	\$(368,020)	\$810,888	\$322,259
Fund balances, beginning of year	\$10,742,845	\$5,846,789	\$5,389,657	\$5,021,637	\$5,832,525
Fund balances, end of year	\$5,808,336	\$7,583,343	\$5,021,637	\$5,832,525	\$6,154,784

Sources: Unaudited presentation based on information contained in Comprehensive Annual Financial Report, Town of Purcellville, Virginia (Fiscal Years 2012 - 2016).

General Fund Budget Information

	Adopted Budget 2016	Adopted Budget 2017
Revenues:		
Property Taxes	\$2,962,960	\$ 3,043,215
Other Local Taxes	4,058,965	4,482,727
Permits, Fees, Licenses	118,000	116,000
Fines and Forfeitures	56,100	38,100
Use of Money & Property	1,000	1,400
Miscellaneous	1,054,096	1,503,323
Transfer of Cash Reserves	117,894	297,409
Intergovernmental revenues	1,475,951	1,378,375
Total revenues	\$9,844,966	\$10,860,549
Expenditures:		
Administration	1,333,370	\$ 1,379,346
Finance & Financial Administration	882,284	928,316
Information Technology	262,801	374,706
Police & Public safety	2,078,218	2,152,699
Public Works	3,361,105	3,383,922
Community Development	458,657	507,092
Legislative & Advisory	132,326	135,688
Adjustments & Transfers	87,000	647,212
Capital Outlay	-	91,000
Debt Retirement	1,249,204	1,260,568
Total expenditures	\$9,844,966	\$10,860,549
Revenues over (under) expenditures	\$ 0	\$ 0

Source: Finance Department, Town of Purcellville, Virginia

Management Discussion Regarding Fiscal Year ended June 30, 2017

[TO COME]

Capital Improvements Program

Pursuant to Section 15.2-2239 of the Code of Virginia, the Town annually submits a six-year Capital Improvements Program (“CIP”) for adoption by the Town Council. The CIP is a guide for financial decisions, annual budgets, and the coordination of major public investments. The CIP shows how the Town will meet its public facility needs from available resources during the applicable program period.

A five-step process is used in preparing the CIP. First, department directors identify potential capital projects for the coming years. Second, an analysis of each project is performed to identify those with highest priority. Third, an investigation of the Town’s financial capabilities is completed to determine revenue available for capital projects. Fourth, a capital projects schedule is prepared for the five-year planning period and reviewed by the Town Manager. Finally, prior to adoption, the Planning Commission reviews the proposed CIP and makes its recommends to the Town Council.

The following is a summary of the FY 2017-2021 capital improvements plan:

Financing Summary – All Funds

Sources	2017	2018	2019	2020	2021	Total
Bonds	\$ 4,753	-	-	-	-	\$ 4,753
Cash	274,000	\$ 101,000	-	-	-	375,000
Grants – VDOT	429,000	1,739,826	\$ 359,375	\$ 354,375	-	2,882,576
NVTA Local Funding	506,785	551,388	446,940	461,578	\$476,728	2,443,419
Unidentified		2,951,062	1,824,995	2,949,375	-	7,725,432
Total	\$1,214,538	\$5,343,276	\$2,631,310	\$3,765,328	\$476,728	\$13,431,180

Expenditure Summary – All Funds

Uses	2017	2018	2019	2020	2021	Total
General Fund	\$1,115,785	\$3,652,214	\$1,165,690	\$1,170,328	\$476,728	\$7,580,745
Water Fund	98,753	1,691,062	1,465,620	2,595,000		5,850,435
Total	\$1,214,538	\$5,343,276	\$2,631,310	\$3,765,328	\$476,728	\$13,431,180

Source: Fiscal Year 2017 Adopted Budget, Town of Purcellville, Virginia.

DEBT MANAGEMENT

Article VII, Section 10(a) of the Constitution of Virginia, 1971, and Section 15.2-2634 of the Public Finance Act, contain a limitation on outstanding indebtedness that may be incurred by cities and towns. Such limitation is expressed as 10% of the assessed value of the real estate within the city or town, which is subject to local taxation. As of June 30, 2016, the legal debt margin of the Town was as follows:

**Statement of General Obligation Debt
As of June 30, 2016**

Total Assessed Value of Real Estate	\$1,224,193,091
Debt Limit (10% of Assessed Value)	122,419,309
Debt applicable to Limit	<u>62,519,871</u>
Legal Debt Margin	<u>\$ 59,899,438</u>

Source: Comprehensive Annual Financial Report, Town of Purcellville, Virginia (Fiscal Year 2016).

Ratio of Net General Bonded Debt to Assessed Value and Net Bonded Debt per Capita

Fiscal Year	Net Bonded Debt^{(1), (3)}	Ratio of General Obligation Debt To Assessed Valuation⁽²⁾	Net Bonded Debt Per Capita
2007	\$16,164,564	1.28%	\$2,213
2008	33,947,780	2.76	4,528
2009	48,887,618	4.18	6,406
2010	61,685,660	5.99	7,983
2011	65,608,641	6.33	8,416
2012	63,866,201	6.05	8,158
2013	64,314,289	5.87	8,132
2014	64,921,414	5.64	8,141
2015	63,934,609	5.21	7,917
2016	62,519,871	4.86	7,672

Source: Comprehensive Annual Financial Report, Town of Purcellville, Virginia (Fiscal Year 2016).

⁽¹⁾ Includes all long-term general obligation bonded debt, capital leases, and notes payable paid from tax revenues.

⁽²⁾ See the preceding table entitled "Schedule of Assessed Value and Estimated Actual Value of Taxable Property."

⁽³⁾ Net bonded debt is tax supported debt.

Ratios of Outstanding Debt by Type

Fiscal Years	Governmental Activities		Business-Type Activities		Total Primary Government	Percentage of Personal Income⁽¹⁾	Per Capita
	General Obligation Bonds	Other Notes/Bonds	General Obligation Bonds	Capital Leases			
2007	\$ 2,783,945	-	\$13,380,619	-	\$16,164,564	4.46%	\$2,213
2008	5,220,223	\$1,605,000	27,122,557	-	33,947,780	8.75	4,528
2009	6,483,776	1,530,000	40,873,842	-	48,887,618	12.68	6,406
2010	12,953,021	1,445,000	47,287,639	-	61,685,660	14.83	7,983
2011	19,032,196	1,360,000	45,216,445	-	65,608,641	14.70	8,416
2012	18,444,736	1,275,000	44,146,465	-	63,866,201	14.10	8,158
2013	19,929,554	1,190,000	43,194,735	-	64,314,289	14.00	8,132
2014	19,642,757	1,105,000	44,173,657	-	64,921,414	14.02	8,141
2015	19,094,249	1,020,000	43,475,334	\$345,026	63,934,609	12.54	7,917
2016	18,251,388	935,000	43,033,090	300,393	62,519,871	10.41	7,672

Source: Comprehensive Annual Financial Report, Town of Purcellville, Virginia (Fiscal Year 2016).

⁽¹⁾ Personal income figures are derived from the Loudoun County Department of Management and Financial Services.

**Schedule of Existing Tax-Supported Debt to Maturity [To be updated]
as of June 30, 2016**

FY	Principal	BAB Subsidy*	Interest	Total
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Source: Finance Department, Town of Purcellville, Virginia.

* BABs subsidy actually received by the Town may be less than the amount indicated because of the federal government's failure to pay the full amount originally anticipated by the Town, whether related to the impact of sequestration on the federal budget or otherwise

**Schedule of Existing Self-Supported (Utility/Enterprise Fund) Debt to Maturity [To be updated]
as of June 30, 2016**

FY	Principal	BAB Subsidy*	Interest	Total
<hr/>				
<hr/>				
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Source: Finance Department, Town of Purcellville, Virginia.

* BABs subsidy actually received by the Town may be less than the amount indicated because of the federal government's failure to pay the full amount originally anticipated by the Town, whether related to the impact of sequestration on the federal budget or otherwise.

Debt Service Requirements on Currently Outstanding Tax-Supported Debt and Series 2017 Bonds [To be updated]

Fiscal Year	Outstanding Debt Service Requirements As of 6/30/17⁽¹⁾	Less Refunded Debt Service	Plus Series 2017 Bonds – <u>General Fund/Parks & Rec. Fund Portion</u>			<u>Total Outstanding Debt Service</u>		
			Principal	Interest	Total	Principal	Interest	Total⁽²⁾

Source: Finance Department, Town of Purcellville, Virginia.

⁽¹⁾ Debt service shown is net of 35% Interest Subsidy Payments for Build America Bonds (Direct Pay).

⁽²⁾ Totals may not add due to rounding.

Debt Service Requirements on Currently Outstanding Enterprise Fund Debt and Series 2017 Bonds [To be updated]

Fiscal Year	Outstanding Enterprise Fund Debt Service Requirements As of 6/30/17⁽¹⁾	Less Refunded Debt Service	Plus Series 2017 Bonds – <u>Enterprise Fund Portion</u>			<u>Total Outstanding Debt Service</u>		
			Principal	Interest	Total	Principal	Interest	Total⁽²⁾

Source: Finance Department, Town of Purcellville, Virginia.

⁽¹⁾ Debt service shown is net of 35% Interest Subsidy Payments for Build America Bonds (Direct Pay).

⁽²⁾ Total may not add due to rounding.

Pension Plan [To be updated]

All full time, salaried, permanent (professional) employees of public school divisions and employees of participating employers are automatically covered by Virginia Retirement System (VRS) upon employment. Benefits vest after five years of service credit. Members earn one month of service credit for each month they are employed and their employer is paying into the VRS. Members are eligible to purchase prior public service, active duty military service, certain periods of leave, and previously refunded VRS service as credit in their plan.

Plan members are required by the Code of Virginia to contribute 5.00% of their compensation toward their retirement. All or part of the 5.00% member contribution may be assumed by the employer. In addition, the Town is required to contribute the remaining amounts necessary to fund its participation in the VRS using the actuarial basis specified by the Code of Virginia and approved by the VRS Board of Trustees. The Town's contractually required contribution rate for the fiscal year ended June 30, 2016, was 9.96% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2013.

For Fiscal Year 2016, the Town of Purcellville's annual pension cost of \$449,826 was equal to the Town's required and actual contributions. The required contribution was determined as part of the June 30, 2013, actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) 7.0% investment rate of return, (b) projected salary increases ranging from 3.50% to 5.35% per year for general government employees and 3.50% to 4.75% for employees eligible for enhanced benefits available to law enforcement officers, firefighters and sheriffs, and (c) 2.5% per year cost-of-living adjustments. Both the investment rate of return and the projected salary increases include an inflation component of 2.50%. The actuarial value of the Town's assets is equal to the modified market value of assets. This method uses techniques that smooth the effects of short-term volatility in the market value of assets over a five-year period. The Town's unfunded actuarial accrued liability is being amortized as a level percentage of projected payrolls on an open basis. The remaining amortization period at January 1, 2015, for the Unfunded Actuarial Accrued Liability (UAAL) was 30 years.

As of [January 1, 2015], the most recent actuarial valuation date, the plan was ___% funded. The actuarial accrued liability for benefits was \$_____ and the actuarial value of assets was \$_____, resulting in an unfunded actuarial liability (UAAL) of \$_____. The covered payroll (annual payroll of active employees covered by the plan) was \$4,184,800, and the ratio of the UAAL to covered payroll was ___%.

For more information, see footnote 7 in the Town's audited financial statements attached hereto as Appendix B.

Other Post-Employment Benefits Program (OPEB)

In addition to the pension benefit described above, the Town provides single-employer defined benefit post-retirement healthcare insurance benefits for employees who are eligible for retirement benefits. Individuals who retire from the Town with full VRS benefits (i.e. 50 years of age and 30 years of continuous service) and 15 years of service with the Town, receive a subsidy contribution ranging from 50% to 100% (based on years of service), for their health insurance. The retiree's spouse is also eligible to receive benefits under the plan.

The Town implemented GASB Statement No. 45 (GASB 45) for the Town's Fiscal Year commencing July 1, 2008. GASB 45 requires that municipalities record liabilities for Other Post-Employment Benefits (OPEB) on an accrual basis (total liability discounted to present value) rather than on a pay-as-you-go basis (current year's liability). In the past, the Town funded its OPEB costs on a pay-as-you-go basis.

The annual cost of the OPEB under GASB 45 is called the annual required contribution (ARC). The estimated pay as you go cost for OPEB benefits was \$286,079 for Fiscal Year 2016. The Town did not make a payment towards this obligation during the fiscal year. The Town is required to contribute the ARC of the employer an amount actuarially determined in accordance with the parameters of GASB 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) as a level percentage of payroll or an open basis over a period not to exceed 30 years.

The estimated contributions are based on projected medical premium payments, the Town's contributions, and credit for the implicit rate subsidy made during the year for the retirees of the Town. The following shows the components of the Town's annual OPEB cost for the year, the estimated annual contributions to the plan, and changes in the Town's net OPEB obligation to the Retiree Health Plan:

Annual required contribution	\$ 289,000
Interest on net OPEB obligation	51,714
Adjustment to annual required contribution	(54,635)
Annual OPEB cost (expense)	<u>\$ 286,079</u>
Contributions Made	(14,000)
Increase in net OPEB obligation	<u>\$ 272,079</u>
Net OPEB obligation – beginning of year	\$1,477,536
Net OPEB obligation – end of year	\$1,749,615

The funded status of the plan as of January 1, 2015 is as follows:

Actuarial accrued liability (AAL)	\$2,123,400
Actuarial value of plan assets	--
Unfunded actuarial accrued liability	2,123,400
Funded ratio (actuarial value of plan assets/AAL)	0%
Covered payroll (active plan members)	4,184,800
UAAL as a percentage of covered payroll	50.74%

For more information on the Town's OPEB, see footnote 12 in the Town's audited financial statements attached hereto as Appendix B.

Compensated Absences

In accordance with GASB Statement 16 "Accounting for Compensated Absences," the Town has accrued liabilities arising from compensated absences.

Town employees earn annual leave at various rates. No benefits or pay is received for unused sick leave upon termination, except employees who retire under VRS from the Town in good standing are paid for 25% of their sick leave balance. Accumulated vacation is paid upon termination. As of June 30, 2016, the Town's General Fund has outstanding accrued leave pay totaling \$321,208, and the Enterprise Funds have outstanding accrued leave pay of \$91,806.

Fact Sheet for Utility Debt and Parks/Recreation Debt Restructuring

The Town of Purcellville is pursuing the restructuring of approximately \$23 million in debt between the Water and Sewer Utility Fund (approximately \$20 million) and the Parks and Recreation Fund (approximately \$3 million). The information below is intended to provide details about the debt restructuring and its positive impact on the Town's finances and operations.

Utility Fund

- The Town's Water and Sewer utility funds are facing several challenges including:
 - Existing annual debt payments that will increase approximately \$1.8 million per year during the next several years under the current debt structure;
 - A one-time balloon debt payment of approximately \$1.44 million in FY2021;
 - The need to continue to invest in capital/infrastructure to maintain the utility system in order to provide the high quality water and sewer service that Purcellville residents expect.

- As a result, user rates were anticipated to increase significantly in the next 5-10 years to prepare for and pay for these various financial requirements. Some projections showed rate increases of 7% per year for both water and sewer every year for 8+ years to pay for this. Town Council viewed this level of annual rate increases as overly burdensome and unnecessary for Town residents.

- The existing multi-year utility financial plan anticipated future growth patterns to pay for future debt obligations. As growth assumptions and planning documents have changed, the debt should be changed to reflect those new assumptions (such as the repeal of PUGAMP and the Comprehensive Plan update).

- Given the changing variables listed above, the Town is pro-actively updating its multi-year financial plan for the Water and Sewer Utility funds. The updated plan calls for a debt realignment to more fairly and equitably distribute the cost of the system across the current and future users that will benefit from it for years to come.

- In addition, the Water and Sewer Utility funds have responsibly saved reserves during the past 3 to 4 years that are over and above the Town's minimum reserve policy limits. The updated utility multi-year plan calls for the use of approximately \$3.5 million of reserves over and above the Town's policy to help pay off some utility debt including the balloon maturity due in FY2021.

- The updated debt portfolio will remove restrictions on monetizing the Town’s assets, such as the “Aberdeen Property,” which can be leased and used for certain revenue-generating activities.
- The new debt will remain as fixed-rate debt, lowering from (on average) a 4.55% interest rate to an estimated interest rate below 4%. The new plan will also more evenly spread the cost of the debt to future users, providing a more equitable and balanced approach for debt payments.
- The present value cost of the debt realignment is in the range of \$1 million. This cost can be thought of as the cost of helping to reduce planned rate increases of 7+% per year down to the 2% to 3% range.
- The Town has established a multi-year plan to combine debt strategies, expense allocations, creative revenue sources, and modest (planned, in-Town), sustainable growth and redevelopment to keep the Utility Fund stable and structurally balanced.
- With these changes, user rates are anticipated to only grow moderately (2-3% per year) for the foreseeable future, reflecting normal increases in the cost of doing business and operational expenses.
- Based on forecast revenues and expenditures and the newly adopted budget, there is NO INCREASE to water or sewer rates for the 2018 Fiscal Year.

Parks and Recreation Fund – Fireman’s Field Operations and Debt

The Town of Purcellville is pursuing a Request for Proposals (RFP) for the Management of the Fireman’s Field Complex which includes the management of the ball field maintained by Loudoun County. This RFP process has the purpose of generating public revenue for the citizens of the town while fully and in perpetuity preserving the character and town ownership of the entire property.

There is no plan or intention to sell Fireman’s Field.

During discussions over the past months, Purcellville Town Council proposed options for gaining information on ways to proceed with future management of the entire Fireman’s Field property. The town is looking for options that will (1) generate and maximize public revenue for Purcellville citizens; and (2) permanently preserve the character and feel of the property as a historic town asset and key component of Purcellville’s community identity.

It is important to note that several members of the Purcellville Town Council and the Community have expressed a desire that any proposal maintains and/or improves upon many of the existing

activities and events as the Town Citizens and greater Purcellville Community view this Fireman's Field and Tabernacle complex as having significant community and historic value. The residents of Purcellville can be assured that the Town Council is committed to maintain, preserve, and improve current activities and events that benefit our residents.

- Since the debt restructure of 2013, the Town has been limited in its ability to generate revenue at the Fireman's Field Complex due to the IRS imposed private use restrictions associated with the tax-exempt nature of the debt.
- The Town wishes to remove these restrictions and provide more flexibility to partner with private sector entities at Fireman's Field in order to generate additional revenue for the Town and ultimately reduce/eliminate taxes tied to Fireman's Field.
- Certain debt will remain unchanged, such as the 0% interest loan from the Purcellville Volunteer Fire Department (from whom the Town bought the property).
- Based on increased revenues and limited spending, the Town has built up reserves in the General Fund and Parks and Recreation Fund above minimum policy levels. The plan calls for use of approximately \$2m in excess reserves over and above the Town's policy to pay off debt with a balloon maturity of \$1.6 million due in FY2021 (similar to the Water and Sewer Utility funds).
- Remaining debt will be restructured to taxable debt, allowing the Town to achieve a fixed-rate, taxable debt interest rate of approximately 3.42% and will completely eliminate the burden of private use restrictions.
- The resulting debt service payments will be reduced to approximately \$125,000 per year, which is a reduction of 55% from current debt service payments of \$280,000 per year.
- Issuing taxable debt will allow the Town to take advantage of creative revenue sources while maintaining the character and historic value of the property and provide for the ongoing upkeep and maintenance of the buildings, grounds, and ball fields.
- The Town looks forward to maintaining Fireman's Field as a community asset for generations to come!

Please reach out to the Town of Purcellville Administration or Finance Department if you have any questions. You can reach us at 540-338-7421 or info@purcellvilleva.gov.



STAFF REPORT
ACTION ITEM

Item # 12.d

SUBJECT: Approval of Request for Proposal (RFP) Document for Management of Fireman’s Field Complex

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Daniel C. Davis, Assistant Town Manager
Kathy Elgin, Procurement Specialist

SUMMARY and RECOMMENDATIONS:

The Town Council has discussed the outcomes of the Request for Information (RFI) for the Management of the Fireman’s Field Complex and has provided input on further information or clarifications to the RFI document. At this time, staff recommends that Council approve the attached Request for Proposal (RFP) document to be issued by August 1st for a period of 30 days.

BACKGROUND:

At the July 11th Town Council Meeting, the Council discussed the RFI responses and any potential revisions to the request prior to issuing a formal RFP. The following additions/changes were identified:

- Offerors should propose a noise abatement strategy
- Offerors should honor all previously booked events
- Responses that are not for the entire complex but only a portion of the complex may be received but might not be evaluated as highly as those that propose to manage the entire complex
- Signage at the complex must be in accordance with the deeds and restrictive easements

Staff has incorporated these changes into the RFP document and have updated the RFP document to include all formal language necessary for the RFP process. At this time, the Evaluation Team is intended to include Council Member Cool, Council Member McCollum, Daniel Davis, Kathy Elgin, and one or two other staff members.

ISSUES:

There are a few items that staff has included in the RFP that staff would like Council aware of and to provide input on, if Council so desires.

1. Length of Contract: Staff has proposed that the initial term of the contract be five (5) years, with up to five, one (1) year extensions permitted.
2. Termination for Convenience: The RFP document includes termination language that allows either party to terminate for convenience with at least 180 days' notice. This clause can be amended at Council's request (for a longer or shorter period of time).
3. Existing Contract with Purcellville Teen Center: The RFP does not directly speak to the existing contract in place with the Purcellville Teen Center, Inc. This contract is in effect until October 31, 2020, although there may be terms that permit the Town to terminate the contract for convenience. Council is asked whether the RFP should include language that asks Offerors to consider keeping the existing obligation with the Purcellville Teen Center, keep the existing contract term and language as-is, or indicate (at the least) some sort of desired transition phase, should the Offeror wish to use the Bush Tabernacle for other purposes.
4. Financial Arrangement: Staff has not identified a preferred financial arrangement at this time. This gives maximum flexibility to Offerors but may present a challenge for the Evaluation Team during negotiations with the top firms.
5. Evaluation Criteria: Staff has recommended the following breakdown of evaluation criteria:

<u>Criteria</u>	<u>Maximum Points</u>
• Experience in managing a similar venue	30
• Plan to generate and maximize public revenue	30
• Plan to preserve the character and feel of the property	30
• References	10

BUDGET IMPACT:

There is no direct impact to issuing the RFP, although it will take staff time and resources to review proposals and support the evaluation team. Future award of the contract (if awarded) is likely to result in additional revenues to the Town, depending on the responses received. Final figures are subject to negotiation through the RFP and contract process.

DRAFT MOTIONS:

1. I move that the Town Council approve the RFP document as presented as Attachment 1 to the July 25th staff report and direct staff to make public notice of this RFP through all available means.

OR

2. I move that the Town Council make the following changes to the RFP document as presented as Attachment 1: _____. I further move that the Town Council approve the RFP document with these amendments and direct staff to make public notice of this RFP through all available means.

OR

3. I move an alternate motion.

ATTACHMENTS:

1. Request For Proposal For Operation, Management and Preservation of Purcellville's Historic Fireman's Field Complex - RFP #TC-2018-07



**REQUEST FOR PROPOSAL
FOR OPERATION, MANAGEMENT AND PRESERVATION OF
PURCELLVILLE'S HISTORIC FIREMAN'S FIELD COMPLEX
RFP #TC-2018-07**

Issue Date:	August 1, 2017
Proposal Due Date:	September 5, 2017, 10:00 AM
Delivery Address:	Town of Purcellville Procurement Office 221 S. Nursery Ave. Purcellville, VA 20134
Procurement Contact & Questions:	Kathy Elgin, CPPO Procurement Specialist kelgin@purcellvilleva.gov

ADDENDA: Please note that any addenda issued for this solicitation will be posted to the Town of Purcellville's Bid Board. To register for this notice of bid's or addenda, go to www.purcellvilleva.gov/bids.

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ATTACHMENTS

- 1. Map of Property and Current Responsible Parties**
- 2. Conservation Easement**
- 3. Activities at Fireman’s Field**

I. PURPOSE

The Town of Purcellville desires to contract with a firm for the operation and management of the Bush Tabernacle and the Fireman's Field complex with the purpose of generating public revenue for the citizens of the town while fully and in perpetuity preserving the character and town ownership of the entire property. While not required, Responding Firms ("Offerors") may also propose to operate and manage the picnic pavilion and associated tables and gazebo located at Fireman's Field in conjunction with Bush Tabernacle.

The town is looking for options that will:

1. Generate and maximize public revenue for Purcellville citizens; and
2. Permanently preserve the character and feel of the property as a historic town asset and key component of Purcellville's community identity.

II. BACKGROUND

The Fireman's Field property, located at 250 South Nursery Avenue, in this context, is defined to include the entire 15.89 acre parcel, with the following amenities:

- Bush Tabernacle which is used as a skating rink, event venue and teen center.
- Haske Field operated and maintained by Upper Loudoun Little League (ULLL) which includes a little league field and t-ball field along with accessory buildings.
- Fireman's Field stadium which has been home to baseball teams from Loudoun Valley High School, Babe Ruth, American Legion and currently the Purcellville Cannons. The stadium has also been used for decades by Upper Loudoun Youth Football League (ULYFL) in the fall when they convert the baseball outfield to a football field.
- Dillion's Woods which includes some of the largest remaining stands of oak trees in Loudoun County and also includes the performing pavilion, picnic shelter which has currently been removed for safety purposes and is in the process of being restored and picnic table pad sites throughout the wooded area.
- Hard surface landscaped environmentally friendly parking spaces to support all of Fireman's Field operations and the Town Hall.
- 9/11 First Responder's Memorial
- Pavilions and a Gazebo

A map of the property and current responsible parties is provided as Attachment 1.

The Fire Department placed Fireman's Field in a conservation easement with the Commonwealth of Virginia, Department of Historic Resources. This is a perpetual conservation restrictive easement. It is perpetual and cannot be extinguished by any process other than a judicial proceeding. The conservation easement covers the Bush Tabernacle, Fireman's Field Stadium and the wooded area and open space to the east and south of the Bush

Tabernacle. There is also a restrictive covenant on the parking lots which prohibits or limits development in that section. The area known as Haske Field which includes the little league field and T-ball field is located outside the conservation easement area and the restrictive covenant area. A copy of the easement is included under Attachment 2.

It is important to note that several members of the Purcellville Town Council and the Community have expressed a desire that any proposal maintains and/or improves upon many of the existing activities and events as the Town Citizens and greater Purcellville Community view this Fireman's Field and Tabernacle complex as having significant community and historic value.

A sample listing of these events and activities are listed below:

Events and Users of Fireman's Field & Tabernacle, such as:

- Loudoun Grown Expo
- Wine & Food Festival
- Music and Arts Festival
- Christmas Events/Trolley Tour
- Baseball Tournaments, such as Babe Ruth World Series, American Legion Districts
- Upper Loudoun Youth Football League Games
- Upper Loudoun Little League Baseball Games
- Cannons (Valley League) Baseball
- Movie Nights, Skating, Birthday Parties, Weddings/Receptions, Dances, etc.
- Teen Center
- Parking Lot for Town Hall Operations/Events

Currently, the Bush Tabernacle is operated by the Purcellville Teen Center, Inc. through a Concessionaire Agreement with the Town. This contract is valid through October 31, 2020, and the Purcellville Teen Center provides activities, events, roller skating, and other similar activities within the Bush Tabernacle.

The Fireman's Field Stadium and Ballfield are maintained, operated, and scheduled by the Loudoun County Department of Parks, Recreation, and Community Services (PRCS). This arrangement continues a lease agreement that was originally approved in 1984 and has been extended multiple times. In the fall of 2016, Town Council members and staff approached the County with discussions on additional investment in the property or payments to the Town for use of the property. At that time, the County indicated that Fireman's Field, while a valuable and historic site, is not a necessary part of the PRCS ballfield inventory. As such, the County is not interested in paying for use of the field. The County did agree to extend the lease to maintain the field and areas "inside the fence" until December 31, 2017, in order to provide the Town Council an opportunity to explore other ways to continue operations of the property.

Fireman's Field is used by Greater Loudoun Babe Ruth, Upper Loudoun Little League, American Legion, the Purcellville Cannons, various tournaments and Upper Loudoun Youth Football.

Haske Field and the adjacent T-Ball/Practice Field are operated and maintained by Upper Loudoun Little League. They are responsible for all field scheduling, maintenance of dirt and turf, and cleanup of this portion of the property. Neither the Town nor County maintain these two smaller fields.

Dillon's Woods and the associated open space (including picnic shelter, picnic tables, pavilions, and gazebo) are maintained by the Town. These areas are used for Town sponsored special events, private special events, and certain areas will be available for hourly or daily rental.

The parking lot is maintained by the Town and provides parking for Town Hall, the other amenities on site, and general parking for activities in the Town. Continued public access to this parking lot is crucial for ongoing Town government operations.

The Tabernacle is an elongated octagon approximately 80 feet wide by 160 feet long which is located at Fireman's Field, 250 S. Nursery Avenue in Purcellville. This special place is listed on the Virginia Landmarks Register and is on the National Register of Historic Places. Over a century old, the building has a roller skating rink, stage, concession area, basketball goals, and a sound system. Located behind the Tabernacle is the picnic pavilion with picnic tables, long wood tables and a gazebo.

The Town became record owner of the Fireman's Field property including the Tabernacle and picnic pavilion effective April 29, 2008 and entered into a concession agreement for a one-year period beginning in June 2008. In June 2009, the Town suspended operations of the Tabernacle in order to renovate the building. Renovations included: a new geothermal HVAC system; mechanical, electrical, and plumbing improvements, bathroom renovations, kitchen improvements, structural stabilization and roof replacement. The Tabernacle will be made available for inspection by potential Offerors prior to submission deadline.

Prior to the renovations, a teen program was held at the Tabernacle, *The Vibe @ Purcellville Teen Center*, with hours of operation on Fridays from 7:00 p.m. to 9:00 p.m. for Middle School students (6th – 8th grades) and 9:00 p.m. to 11:00 p.m. for High School students (9th – 12th grades). Other examples of events that took place at the Tabernacle and picnic pavilion include: Bluemont Dance, birthday parties, private skate sessions, wedding receptions, an annual antique show, and elementary school events. In addition to skating at the Teen Center, public skate sessions were scheduled as follows: Tuesday, 9:00 a.m. – 12:00 p.m. and 5:00 p.m. – 8:00 p.m.; Wednesday, 9:00 a.m. – 12:00 p.m.; Friday, 4:00 p.m. – 6:30 p.m.; Saturday, 1:00 p.m. – 4:00 p.m.; Sunday, 2:00 p.m. – 5:00 p.m.

The current, regular schedule at the Tabernacle is as follows:
General Admission (\$6 for all-day skating, including skate rentals):

During School Year:

Monday and Tuesday, closed;
Wednesday through Friday, 3:00 to 7:00 p.m.;
Saturday, 10:00 a.m. to 7:00 p.m.; Sunday, 12:00 to 7:00 p.m.

Summer and Holidays:

Daily, 11:00 a.m. to 7:00 p.m.

Toddler Time: Wednesdays, 10:00 a.m. to 12:00 p.m.

Wednesday: \$3.00 skate

Teen Center: Fridays, 7:00 to 9:00 p.m.

Purcellville has also played host to the Babe Ruth World Series at Fireman's Field with the first tournament held in 1998. Other years the Babe Ruth World Series was played in Purcellville are 2001, 2004, 2007, 2010, and 2013. At the 2007 games, Babe Ruth's own daughter, Julia Ruth Stevens, threw out the ceremonial first pitch.

The Town intends for the restored Tabernacle to continue to be the hub of community events, cultural education and entertainment in the Town and an attraction to visitors throughout the region. The Town hosts its three signature events at Fireman's Field: the Loudoun Grown Expo in February (now managed and organized by the Purcellville Teen Center), the Purcellville Music and Arts Festival in May, and the Purcellville Wine and Food Festival in July.

More information on Fireman's Field can be found at www.firemansfield.org.

III. SCOPE OF SERVICES

The Town of Purcellville desires to contract with a firm for the operation and management of the Bush Tabernacle and the Fireman's Field complex with the purpose of generating public revenue for the citizens of the town while fully and in perpetuity preserving the character and town ownership of the entire property. While not required, Offerors may also propose to operate and manage the picnic pavilion and associated tables and gazebo located at Fireman's Field in conjunction with Bush Tabernacle.

With this RFP, the Town seeks proposals from firms that would manage the entire property on behalf of the Town. It is the Town's preference to work with a single Offeror to manage the *entire* property. However, proposals to operate and maintain portions of the complex will be considered. Proposals to manage less than the entire complex, must provide the necessary

detail about how this would be managed and coordinated with the property not under the Offeror's control.

Management responsibility may include but is not limited to the following:

1. Day to day operations of the facility
2. Hosting, coordinating, and scheduling events approved by Town Management
3. Advertising and marketing of events approved by the town
4. Ticketing and entrance fee collection on behalf of the Town Management
5. Manage the sale of ad placement (i.e. scoreboard and field banners) at all approved locations within the facility
6. Pursue and capture sponsorships and naming rights deals for additional revenue.

In addition to the comprehensive plan of managing this facility, Proposals should include:

1. Detailed revenue sharing plan
2. Detailed event schedule
3. Proposed fee schedule
4. Noise abatement strategy
5. Maintenance services or roles of both the Offeror and the Town.
6. Support or services you would need the Town to manage under your proposal.

The Town of Purcellville has established Codes, Zoning Ordinances and general regulations. Offerors seeking to operate Fireman's Field will be required to meet these requirements. Offerors must also meet the requirements and restrictions of the Deeds of Easement on the property.

The Contractor will be required to honor all reservations currently secured. A list will be provided during the negotiation phase of the contract.

IV. CONTRACT TERMS AND CONDITIONS

- A. Contract Period - The Contracts awarded under this RFP shall cover the period from October 1, 2017 through September 30, 2022, or an equivalent period depending upon the date of the Contract award. Those firms selected for award of a Contract are hereinafter referred to as "**Contractor.**"

The Contract may be renewed upon the same pricing, terms and conditions at the expiration of its term for a maximum of five (5), one-year renewal periods by mutual agreement between the parties.

Notice of intent to renew will be given to the Contractor in writing by the Town of Purcellville, normally ninety (90) days before the expiration of the Contract. Such notice

will not be deemed to commit the Town of Purcellville to renewal of the Contract. Failure to give such notice will not constitute a breach of the Contract.

- B. Authority to Bind Firm in Contract - Proposals MUST give full firm name and address of Offeror. The person signing the proposal must include documentation demonstrating his or her TITLE and AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Firm name and authorized signature must appear on the proposal in the space provided in the lower right hand corner of the RFP submission form (Appendix F). Failure to place original signature of person authorized to bind offeror on the proposal will disqualify it.
- C. Exemption from Taxes - The Town of Purcellville is exempt from State Sales and Use Tax and Federal Excise Tax.
- D. Inquiries - Inquiries pertaining to Request for Proposals must be submitted in writing as directed on the cover page of this RFP. All inquiries must INCLUDE RFP number, title and due date.

Offeror shall address inquiries, if any, in writing to the Procurement Specialist, who alone is empowered to clarify such inquiries; not later than 5_days before the due date of the Proposals.

- E. Rights of the Town of Purcellville - The Town reserves the right to reject any and all proposals, to waive technicalities and irregularities or advertise for new proposals.

The Offeror shall not be entitled to any indemnity in respect of claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Proposals shall be considered irregular and may be rejected for, but not limited to, the following reasons:

1. If there are any unauthorized additions, conditional or alternate proposals or percentage increase or decrease in the proposal price or irregularities of the kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
2. If there is a lack of any of the required documents.

Offerors may be disqualified and their proposal rejected for the following reasons, among others:

1. More than one proposal for the project is submitted for an individual firm, partnership or corporation under the same name or different name.
2. There is evidence of collusion between Offerors.
3. Falsification of any documents or price submitted with a proposal.

- F. Faith-Based Organizations - The Town, in procuring goods or services, does not discriminate against faith-based organizations on the basis of the organization's religious character.

A faith-based organization contracting with the Town (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.

- G. Ethics in Public Contracting - The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, are incorporated into all contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town's Procurement Officer. The provisions referenced above apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act (Va. Code §2.2-3100 et. seq.), the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et. seq.), or Article 2 or 3 of Chapter 10 of Va. Code Title 18.2. Violations of the Code of Virginia shall be punishable as provided therein, without limiting the Town's civil remedies. Further, the Town reserves the right to immediately terminate a contract if a violation arises of any of the Virginia Code provisions referenced in this section.
- H. Competition Intended - It is the Town's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Town in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town not later than fifteen (15) days prior to the date set for acceptance of proposals.
- I. License Requirement - All firms doing business in the Town are required to be licensed, or exempt from licensure, in accordance with the Town's "Business, Professional, and Occupational Licensing ("**BPOL**") Tax" Ordinance. Successful Offeror will be given 10 days after notification of intent to award or contract award to secure this license.

Questions concerning BPOL should be directed to the Department of Finance, telephone (540) 338-7421.

- J. Proprietary Information - It is the responsibility of each Offeror to comply with Va. Code Section 2.2-4342(F) in order to protect trade secrets or proprietary information submitted to the Town.
- K. Sub-Contractors - Offerors shall include a list of all sub-contractors in their proposal. Proposals shall also include a statement of the sub-contractors' qualifications. The Town reserves the right to reject the successful firm's selection of sub-contractors.
- L. Insurance - The Contractor shall comply with all insurance requirements during the contract period and at all times will maintain:
1. A general liability policy with excess general liability (umbrella) coverage, with not less than the minimum limits that follow this paragraph. 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 name the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary and 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 of work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.
 - a. \$1,000,000 each occurrence (bodily injury and property damage)
 - b. \$2,000,000 general aggregate per project
 - c. \$2,000,000 products/completed operations aggregate
 - d. \$1,000,000 per person or organization (personal and advertising injury)
 - e. (Excess Liability) \$3,000,000 each occurrence with a \$3,000,000 annual policy aggregate.
 2. 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 not less than the minimum limits that follow this paragraph. Prior to the commencement or any work under the Contract, the Contractor shall provide the

- Town with a Certificate of Insurance evidencing compliance with all insurance requirements under this paragraph.
- a. \$1,000,000 bodily injury each accident
 - b. \$1,000,000 bodily injury by disease each employee
 - c. \$1,000,000 bodily injury by disease policy limit
3. Automobile liability insurance with not less than the minimum limits that follow this paragraph. The coverage is to be written only 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 endorsed as an additional insured on the Contractor's automobile liability policy. 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 Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- a. \$1,000,000 each accident
4. At all times during the term of the Contract, the Contractor will maintain professional liability insurance with not less than the minimum limits that follow this paragraph. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted and may be grounds for termination of the Contract. If the Contractor has professional liability insurance on a claims made basis, the Contractor shall agree that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this Contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- a. \$2,000,000 each wrongful act
 - b. \$3,000,000 annual policy claims aggregate
5. 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 Certificate of Insurance and all required additional insured endorsements must be provided to the Town prior to final execution of the Contract. The endorsement(s)

naming the Town as an additional insured must remain in force during the entire term of the Contract.

6. 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 or available to the Town.
7. 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, professional liability and workers' compensation policies. The waiver of subrogation must be specified and properly indicated on the Certificate of Insurance.
8. 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:
 - a. 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.
 - b. A separate endorsement specifying the notice required, or
 - c. A copy of a policy provision regarding such notice.
9. The Contractor and any Sub-Contractor will not commence any work under the Contract until the Town has received all required Certificates of Insurance and endorsements.
10. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for immediate termination of the Contract by the Town or cessation of all activities by the Contractor until all insurance requirements are met, at the sole discretion of the Town.
11. The Contractor shall require the same insurance coverage from its Sub-Contractors as the Town requires of the Contractor under this Contract. Compliance by the Contractor and any of its Sub-Contractors with the insurance requirements under this Contract shall not relieve the Contractor or any Sub-Contractors of their liabilities and obligations under this Contract.
12. Nothing contained herein shall be construed to create a contractual relationship between the Town and any Sub-Contractor 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 Sub-Contractors, and the employees of any Sub-Contractor.

13. 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.

14. 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.

M. Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be posted on the Town's website on the bid board in the form of addenda. It is the Offeror's responsibility to obtain addenda(s) and acknowledge receipt.

N. Withdrawal of Proposal

1. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

2. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

O. Prohibition on Sub-Contracting - No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

P. Validity of Proposal - The proposal shall remain valid for one-hundred eighty (180) days from the due date of the proposals.

Q. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

1. A Contractor 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.

2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include with its proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
3. Any bidder or offeror described in subsection b that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures to implement this section is granted by the Director of Public Works or his designee or by the Town Manager.
4. Any business entity described in subsection a that enters into a contract with a public body pursuant to this chapter 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 the contract.
5. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

R. Employment Discrimination by Contractors Prohibited

1. During the performance of a contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural 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 the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
4. The Contractor shall include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

- S. Drug-free Workplace Maintained - 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 Contract Documents, the employees of

whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, or possession or use of any controlled substance or marijuana during the performance of the contract. During the performance of the work described in the Contract Documents, the Contractor shall:

1. Provide a drug-free workplace for the Contractor's employees;
 2. 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;
 3. 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
 4. 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 sub-contractor or vendor.
- T. Compliance with Immigration Law - The Contractor does not, and shall not during the performance of the Contract and any contracts entered into thereunder, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- U. Safety - All Contractors and sub-contractors performing services for the Town shall comply with OSHA standards and accepted safety rules and regulations.
- V. Indemnification and Hold Harmless - The Contractor agrees to indemnify and hold harmless the Town including its Council members, officers, employees, volunteers, from claims, damages, suits, actions, liabilities, including attorney's fees to the extent caused by the negligent acts, errors, or omissions in the performance of the services by the Contractor, its employees or its agents, assigns or subcontractors under the Agreement.
- W. Termination
- A. CONVENIENCE: The Contract may be terminated without cause by either party upon one hundred eighty (180) calendar days advance written notice to the other party. All sums earned and due to the Contractor up to the date of termination shall be paid to the Contractor if service quality is deemed satisfactory by the Town at the Town's sole discretion.
- B. CAUSE: The Town may also immediately terminate this Contract at any time for non-performance, default, quality deficiencies or negligence by the Contractor. The determination of non-performance, default, quality deficiency or negligence by the Contractor will be made solely by the Town at the Town's discretion. Outstanding payments for services due to the Contractor will only be paid upon such termination if the

Town, in its sole discretion, finds that the payments are not related to any services rendered or incidents by Contractor that are the subject of the Town's finding of non-performance, default quality deficiency or negligence under the Contract.

C. NON-APPROPRIATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be paid for services performed through the Termination Date, if applicable.

X. Examination of Records

- a. The Contractor agrees that the Town shall, until the expiration of five years following the final payment for work performed under this Contract and any contracts arising therefrom, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- b. The Contractor shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.
- c. In the event there is litigation involving this Contract, the Town's rights of access, examination and copying shall continue until any litigation, appeals, claims or arbitration shall have been finally disposed of.

Y. Dispute Resolution - All claims by the Contractor arising from or relating to this Contract or any task order issued hereunder are governed by the terms and conditions of this Contract and by the Virginia Public Procurement Act. For purposes of this Contract, a "claim" by Contractor means a demand or assertion by the Contractor, seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or any other relief with respect to the terms of the Contract or any task order. Any claim by Contractor must be in writing, must state the specific relief sought, including any specific dollar amount sought, and must contain sufficient supporting information to reasonably allow its consideration by the Town.

Arbitration shall not be applicable for the resolution of disputes between the Town and Contractor.

Any claim by Contractor shall be decided in the first instance by the Town's Director of Public Works, who shall, within 90 days after receipt of the claim, produce his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Director of Public Works with a written appeal addressed to the Town Manager of the Town of Purcellville. The Town Manager shall decide any such appeal within 30 days of its receipt. The decision by the Town Manager shall be final and binding unless, within ten (10) days from the date of receipt of the

decision of the Town Manager, Contractor makes an appeal to the Town Council. The Town Council shall act on the appeal within 60 days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction. Pending the final determination of a dispute, the Contractor shall proceed diligently with the performance of the Contract.

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

AA. Waiver of Consequential Damages. Contractor hereby waives any claim of consequential damages against the Town.

IV. SUBMISSION REQUIREMENTS

A. Submission of Proposals - Proposals must comply with all the requirements contained in this RFP. The Proposal must be in a container that is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Procurement Specialist BEFORE the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to:

Town of Purcellville
Attn: Procurement Specialist
221 South Nursery Avenue
Purcellville, Virginia 20132

Delivery shall be made during normal working hours only, 8 a.m. to 5 p.m.

Proposals shall be submitted with one original and four (4) copies, properly signed in ink in the proper spaces, and submitted in a sealed envelope. An electronic copy of the proposal (pdf format) shall be submitted, along with the hard copies, on a CD or other commonly used media.

B. Proposal Format - Proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. Offerors shall respond to the RFP with a written proposal in the format outlined below. The proposal shall include as a minimum the following sections arranged in the specified order:

1. Table of Contents – All pages are to be numbered.
2. Introduction – Present a summary of the proposal.
3. Cover letter - On company letterhead, signed by a person with the authority to submit a response to this RFP. The cover letter must provide a succinct but detailed executive

summary concerning the Offeror’s qualifications to manage, operate, and preserve the Tabernacle including the picnic pavilion (if proposed) at Fireman’s Field.

4. Response to Scope of Services – The Offeror should address and respond to each section of the Scope of Services (Section III) individually with an indication of their response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a subsection titled “Exceptions.”
5. Company Profile – Offerors are to present a Company profile that clearly shows the ability, capacity and skill of the Offeror and their employees to adequately perform all services required in the Scope of Services.
6. Subcontractors - Information on any subcontractors necessary to provide the services required. Provide name, experience, address, telephone number and qualifications (if applicable).
7. Personnel Management - Detailed explanation concerning training and supervision procedures for Offeror’s staff and employees.
8. Appendices – Optional for Offerors who wish to submit additional material that will clarify their response.
9. Required Forms:
 - a. References
 - b. RFP Submission Form
 - c. State Corporation Commission Identification Number
 - d. Trade Secretes or Proprietary Information

C. Late Proposals - LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is clearly shown on the outside of the container.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

A. Selection Factors – The Town will select a group of employees and Council Members to evaluate the proposals (“**Proposal Analysis Group**”). Proposals will be evaluated on the basis of the criteria listed below:

<u>Criteria</u>	<u>Maximum Points</u>
• Experience in managing a similar venue	30
• Plan to generate and maximize public revenue	30
• Plan to preserve the character and feel of the property	30
• References	10

B. Evaluation and Selection Process

Each member of the Proposal Analysis Group will independently read and evaluate each proposal based on the stated evaluation criteria above. The individual scores will be compiled to determine the preliminary ranking of firms. The Proposal Analysis Group will

conduct interviews and have discussions with the top ranked firms. After the initial interviews, the Proposal Analysis Group will re-rank the firms using all the information gathered to this point.

Negotiations will continue with the top 2 or 3 top ranked firms. At the end of negotiations, the firms will be asked to submit their best and final offer (BAFO) to the Proposal Analysis Group. The Group will review the BAFO's, determine which Offer is in the best interest of the Town, and then make a recommendation for contract award to the Town Council.

- C. Offeror's Acceptance of Award - The Successful Offeror shall, within a fifteen (15) days from the date the Town issues its Notice of Award, sign the Contract and submit to the Town the insurance endorsement and certificates as required under the Contract. Failure to do so may cause the proposal to be considered withdrawn.
- D. Preparation of Proposal - Each Offeror's proposal must fully comply with all terms and conditions of the RFP, or it will be rejected. The Offeror shall carefully examine the RFP and satisfy itself as to the risks, obligations, and responsibilities to be undertaken in the contract. All costs in connection with inspection of the site and the preparation of the proposal shall be borne by the Offeror. All proposals must be typed. Handwritten proposals will, without exception, be rejected and will not receive consideration.
- E. Award of contract - Awards made in response to the RFP will be made to the highest qualified Offerors whose proposals are determined, in writing, to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFP from information in the Offerors written proposal, subsequent interviews, reference checks and any other sources.
- F. Notice of Award - A formal notice of award and/or intent to award will be posted on the Town Bid Board for 10 calendar days.

REFERENCES

Reference for: _____

OFFERORS shall provide references on this form. References should be for similar clients as the Town. The Town may contact the references provided, and information from the references will be used as a part of the management skills evaluation.

- 1. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
- 2. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
- 3. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
- 4. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
- 5. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____

RFP SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ E-mail _____
Organized under the laws of State of _____
Principal place of business at _____

Listed below are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *Town of Purcellville*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

SECTION IV - PROPOSAL SIGNATURE

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP TC-2018-07. 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, whether 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 submitted and any resulting agreement with the Town of Purcellville.

NAME OF OFFEROR: _____
ADDRESS: _____
NAME (print): _____ TITLE: _____
NAME (signature): _____
FED/TAX ID NO: _____ TELEPHONE: _____
E-MAIL: _____ DATE: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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. See Section 2.2-4311.2 of the Code of Virginia, as amended.

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.

1. Enter State Corporation Identification Number: _____
2. Enter Statement below if required:

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, paragraphs, pictures or figures 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.

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 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.



STAFF REPORT
REQUEST(S) FOR FUTURE RECOGNITION

Item #13

SUBJECT: Request for Proclamation –Fred E. Drummond, Jr.
DATE OF MEETING: July 25, 2017
STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Staff recommends issuing a proclamation at the September 12th Town Council Meeting or as soon after as family can attend.

ATTACHMENT(S):

1. Email Request and Information

Hays, Diana

From: Vanegas, Alex
Sent: Friday, July 14, 2017 8:22 AM
To: Hays, Diana
Subject: Fwd: Fred E. Drummond, Jr.
Attachments: PurcellvilleResolution-Fred.wpd; ATT00001.htm

Diana,

Please add this to the next TC agenda. Thanks.

Best regards,

Alex

Sent from my iPhone

Begin forwarded message:

From: "Fraser, Kwasi" <kfraser@purcellvilleva.gov>
Date: July 14, 2017 at 7:28:39 AM EDT
To: "Vanegas, Alex" <avanegas@purcellvilleva.gov>
Subject: Fwd: Fred E. Drummond, Jr.

Hi Alex;

Please review the below. I would like to have a proclamation for the late Mr. Drummond. He leaves with us a great legacy throughout Purcellville and Loudoun county.

Thanks,

Kwasi Fraser

Mayor - Purcellville, Virginia

571 970-7205

Sent from my iPhone

Please consider the environment before printing this email.

Begin forwarded message:

From: Jdrumm5 <jdrumm5@aol.com>
Date: July 5, 2017 at 11:22:02 AM EDT
To: "Fraser, Kwasi" <kfraser@purcellvilleva.gov>
Cc: "jdrumm5@aol.com" <jdrumm5@aol.com>
Subject: Fred E. Drummond, Jr.

Mayor Fraser,

I enjoyed speaking with you on Monday and thank you for informing me of the resolution in honor of my late father you will present in the future. I have attached the information that you requested. Thank you again as I know that my father would be honored, as I am

Re: Resolution for Fred E. Drummond, Jr.

Fred, a long-time resident of Purcellville, VA and retired Loudoun County educator, passed away on March 13, 2017;

Fred earned a Bachelor's Degree from St. Paul's Polytechnic Institute in Lawrenceville, VA and a Master's Degree from Indiana University in Bloomington, IN.

Fred completed further study at Hampton University, Virginia State University, American University, and the George Washington University, in addition to serving two years in the 477th Bombardment Group of the famed "Tuskegee Airmen";

For 36 years, from 1953 to 1989, Fred served as an assistant principal and principal in Loudoun County Public Schools, a record still unbroken;

In 1953 Fred joined the Loudoun County Public School System serving both as principal and 7th grade teacher, simultaneously, at Banneker Elementary School in Middleburg, VA;

In 1958 Fred became first principal at Frederick Douglas Elementary School in Leesburg, VA;

After 10 years at Douglas, Fred served as assistant principal at Broad Run High School, principal at Leesburg Elementary School before finishing his career with an eighteen-year run as the principal at Catoctin Elementary School;

During the 1970s Fred served on a Town of Purcellville Commission;

During the 1970s and 1980s Fred served on the Board of Directors for the old Loudoun Hospital;

Fred was a long time member of the Loudoun County Retired Teachers Association and member of the Grace Annex Methodist Church in Purcellville, where he served for over 40 years as Sunday School Teacher and Lay Speaker;

Fred was frequent speaker at civic and educational programs and volunteer with the American Cancer Society and Income Tax Program for the elderly; and

Fred was a recipient of the 2012 Loudoun Laurels Lifetime Service Award for his outstanding service to Loudoun County, its schools, and its students.

Fred was married to the love of his life, Peggy Sands of Purcellville, for over 71 years.



STAFF REPORT
ACTION ITEM

Item #14

SUBJECT: Approval of Meeting Minutes

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached are the meeting minutes from the July 11, 2017 Town Council Regular Meeting for review and approval by Town Council.

MOTION(S):

“I move that we approve the minutes of the July 11, 2017 Town Council Meeting and waive reading.”

OR

“I move that we approve the minutes with the following changes:
_____”

ATTACHMENT(S):

1. July 11 2017 Town Council Meeting Minutes

MINUTES
PURCELLVILLE TOWN COUNCIL MEETING
JULY 11, 2017, 7:00 PM
TOWN HALL COUNCIL CHAMBERS

The regular meeting of the Purcellville Town Council convened at 7:00 PM in Council Chambers with the following in attendance:

PRESENT: Kwasi Fraser, Mayor
Karen Jimmerson, Vice Mayor
Nedim Ogelman, Council member
Kelli Grim, Council member
Doug McCollum, Council member
Chris Bledsoe, Council member
Ryan Cool, Council member

ABSENT: None

STAFF: Alex Vanegas, Interim Town Manager
Danny Davis, Assistant Town Manager (arrived 7:55 PM)
Sally Hankins, Town Attorney
Liz Krens, Director of Finance
Patrick Sullivan, Director of Community Development
Hooper McCann, Director of Administration
Chief Cynthia McAlister, Police Dept.
Connie LeMarr, Assistant Director of Finance
Paula Hicks, Accounting Manager
Kathy Elgin, Procurement Specialist
Diana Hays, Town Clerk/Project Manager

CALL TO ORDER OF REGULAR MEETING:

Mayor Fraser called the regular meeting to order at 7:00 PM. The Pledge of Allegiance followed.

AGENDA AMENDMENTS/APPROVAL:

None

PROCLAMATIONS/RECOGNITIONS:

a. Recognition – Signatures of Loudoun Award

Town Council recognized Discover Purcellville, Kim Patterson and Michael Oaks, for their work on the painted barrels project.

b. Recognition – Town Water Plant for Silver Award in Water Treatment Plant Performance

Mayor Fraser introduced Alex Vanegas, Interim Town Manager who recognized staff for the award for excellence in water works operations and performance.

c. Recognition – BSWF Lab for VELAP & DCLS Re-accreditation

Alex Vanegas stated that the award is attributed to the work of the staff at the wastewater plant.

PUBLIC HEARINGS:

None

PRESENTATIONS:

a. Getting to a Healthy Workforce Through Personalized Medicine

Mayor Fraser introduced the CEO of Vibrent Health who gave a presentation. The presentation is on file in the Clerk's office.

STANDING COMMITTEE/COMMISSION/BOARD REPORTS:

a. Planning Commission (T. Stein, Chairman/K. Grim, Council Liaison)

Chairman Stein stated that on June 20th the Planning Commission held a special meeting to discuss moving forward with the comprehensive plan for formatting. Chairman Stein added that the Planning Commission voted 5-2 to certify the format and to forward it to Town Council with notification that it would be moving forward for distribution to the public meeting in September. Chairman Stein added that the Planning Commission discussed their work items which included maximum heights in the C-4 district, the Stream and Creek Buffer amendment and Civil Penalties. Chairman Stein stated the next regular meeting was held July 6th and the work items were discussed in order to look at time constraints, and that they would move forward with items that needed immediate attention. Also discussed at the July 6th meeting was how they would conduct the review of the comprehensive plan and it was determined they would not be forming subcommittees but would be reviewing it as a whole and by chapter then providing edits to the consultant. Chairman Stein stated the Commissioners discussed Civil Penalties, an amendment that would give the Town the ability to assess penalties and issue notices of violations to those who are in violation of the zoning ordinance or permits, and that this item was voted forward to the Planning Commission for a public hearing.

Council member Grim clarified that the vote included that the draft would be presented to Council for a one day review period and asked if that would be determined at the next meeting so that Council knows when they would receive the document. Chairman Stein stated the draft

could be sent as it is to Town Council which would give them more than a day to review before it would go to print.

Council member Ogelman asked what had been discussed as far as timelines about the Maximum Heights in the C-4 District and the Stream and Creek Buffers. Chairman Stein stated the C-4 Heights has been moved forward to Town Council for a public hearing. Chairman Stein added the Stream and Creek item is not ready and is being further researched and would be brought back to the Planning Commission.

Council member Grim handed out the list of original changes that were done to the comprehensive plan as well as a summary of financials on the project.

b. Purcellville Arts Council (Liz Jarvis, Chairman/D. McCollum, Council Liaison)

Dave Levinson came forward and stated the Arts Council met last evening and discussed the empty space retail pop-ups, the draft for call for artwork, and added that a copy of the exhibitor agreement had been emailed to the Mayor per his request. Mr. Levinson added that Council member Bledsoe and Patrick Sullivan were interested in getting involved in participating on the property owner side and that Casey Chapman stated he would help as well. Mr. Levinson stated that all of the benches and planters are on display and that the auction will take place on November 11th. Mr. Levinson stated the children's summer banners have been printed and will be hung soon. Mr. Levinson announced the new artist at Town Hall has hung her artwork and that the artist reception is scheduled for July 6th.

Council member McCollum added that the Arts Council is working on the mural guidelines. Mr. Levinson added that Discover Purcellville is anxious to do a mural on the side of the Purcellville Family Restaurant.

Mr. Levinson stated they have not yet heard from the County regarding the grant for the visitor center at the Train Station. Mr. Levinson added that they have seven artists lined up for the wine and food festival. Mr. Levinson stated the Artisan Trail is moving along and the map is scheduled to be released in mid-October. Mr. Levinson stated they are waiting for the hanging system to go up in Council Chambers for the quilt display as the quilts are ready. Mr. Levinson stated that the VCA grant status was awarded and were able to provide four local organizations with monies that came half from the grant and half from the Town and went to WLAST, Loudoun Lyric Opera, Friends of Franklin Park Arts Center and Loudoun Valley Performing Arts. Mr. Levinson stated that there will be a film festival on January 20th and a call for entries would be drafted by the end of July. Mr. Levinson stated the PAC is talking about kicking off an artist lecture series for the public.

c. Board of Architectural Review (Pat Giglio, Chairman/N. Ogelman, Council Liaison)

Council member Ogelman stated that Chairman Giglio has canceled the July 18th meeting because there is no new business to discuss.

Mayor Fraser asked about the request for the architectural rendering for Catoctin Circle since he receives requests from the public. Patrick Sullivan stated he believes the renderings were for individual buildings that went to the BAR and not an overall concept and does not believe one exists for the finished project. Council member Ogelman suggested that staff post the individual building renderings on the Town's website for the public to view.

Council member Cool asked what year the final design was approved. Patrick Sullivan stated it was approved last year.

d. Parks and Recreation Advisory Board (Eamon Coy, Chairman/R. Cool, Council Liaison)

Chairman Eamon Coy stated their last meeting was June 20th and there was a group in attendance trying to put together a bike network to find safe routes around to wineries in the area. Mr. Coy added that the group is very interested in linking the Town to Franklin Park. Mr. Coy talked about the bike park and that a location has been identified and they are working on how to get people there safely. Mr. Coy noted that there are three board members whose terms expire in the fall and asked that Council move the process forward so any vacancies are filled. Mr. Coy talked about the documents relating to the RFI for Fireman's Field and that the park stay maintained. Mr. Coy added he would like to see fees that the groups are planning to charge for various things. Mr. Coy stated he was encouraged by reading through the staff recommendations about the Fireman's Field debt and that it sounds like the debt was set up well and that cash is there to make a balloon payment and that this is being taken care of by staff.

Council member Cool added that Fireman's Field will remain a Town treasurer and Council is committed to that and talked about needed maintenance.

e. Economic Development Advisory Board (Browning Herbert, Chairman/C. Bledsoe, Council Liaison)

Council member Bledsoe referenced the business survey results included in the agenda packet and asked that Council review the document and provide feedback. Council member Bledsoe added the document is ready to be released to the public and to be posted to the website.

Council member Bledsoe stated he believes that Patrick Sullivan spoke with at least one leasing agent about art in vacant store fronts and that EDAC will discuss how to identify the owners of the various vacant properties around Town and how to reach out to them. Council member Bledsoe added that the one agent expressed concerns for the liability for the artwork and talked about insurance for the artist which would resolve the issue and that they confirmed they would provide the electricity for lighting.

Council member Bledsoe added that EDAC is working on the 5k race and will be discussing various other items at tomorrow's meeting.

Council member Ogelman referenced the business survey and stated it would be good to provide the denominator for the sample given from the businesses and the confirmed percentage of return would work. Council member Ogelman stated the graphs may be easier to read if they were flat versus 3D. Council member Ogelman stated it would be interesting to see a pie chart that looks at the distribution of the number of businesses in Town as a whole. Danny Davis stated that can be done but would not be as strict because this was a self-identification and there is the ability to give the number of businesses based on business licenses that have been applied for.

Council member Grim referenced the business survey and stated it is good that the information has been brought forward and feels it is important with the Virginia EDAC groups to at all times be gathering and having up to date information to include work force numbers. Council member Grim added that this is a good baseline and that EDAC should keep the information updated and current.

Danny Davis talked about a future survey and what questions would be valuable to repeat and suggested that a survey go out every other year so that a business survey and citizen survey alternate years. Council member McCollum stated he sees value in keeping some of the same questions to be able to track improvements.

Council member Grim stated she feels the surveys should go out on a consistent basis.

Mayor Fraser encouraged Council to submit their feedback to Danny Davis and Council member Bledsoe.

**f. Tree and Environment Sustainability Committee (Craig Greco, Chairman/
Vice Mayor Jimmerson, Council Liaison)**

Vice Mayor Jimmerson stated the TESC has been working on the steps to maintain the Mayor's Monarch Pledge and talked about a possible art contest to be displayed at Town Hall or at another Town facility. Vice Mayor Jimmerson added they have discussed ways to increase milkweed and pollinator gardens in Town, possibly with a new development. Vice Mayor Jimmerson stated that Hail to the Trail will be in October and is when the designation for Tree City USA will be presented. Vice Mayor Jimmerson added that one of the TESC members met with a Loudoun Sustainability Manager and is looking to capture what the Town's greenhouse emissions are and ways to do footprint reduction and renewable energy plan to include writing an ordinance that can be included as a step towards Go Green. Vice Mayor Jimmerson talked about doing a seed exchange amongst gardeners.

Council member Cool noted the dead trees in Hirst Farm. Vice Mayor Jimmerson stated the TESC has discussed Hirst Farm. Alex Vanegas stated a staff report would be presented at the next meeting to discuss the tree issue in Hirst Farm as well as options.

CITIZEN AND BUSINESS COMMENTS:

Philp Message, President of Bush Tabernacle, came forward to talk about the RFI and noted the Town is asking for naming rights for the contractor to assist in naming rights for Fireman's Field or the complex. Mr. Message stated that is contrary to the deed on the property. Mr. Message stated the Town is also asking for assistance with advertising banners which is also contrary to the deed. Mr. Message referenced page 28 of the document where it describes the permitted signage.

MAYOR AND COUNCIL COMMENTS:

Council member Cool stated he attended COLT and that the discussion was surrounding the consolidated billing with the County. Council member Cool stated Hamilton was not in favor of moving forward and that it became clear that this item is not near final form. Council member Cool stated that there was a meeting with the County Finance Dept. this evening. Danny Davis stated that they did recommend moving forward but began discussing the percentage of reimbursement back from the Towns to the County and that a lot of issues remain to be finalized. Council member Cool added that it needs to also go before the Board of Supervisors and that a change in the General Assembly would need made. Council member Cool added that he found it interesting that the penalty begins when the interface development begins. Council member Cool added he is satisfied with the Town's position on this item.

Council member Bledsoe stated the July 4th parade was a great event and congratulated staff on their work as well as Donnie Embry with the Fire Dept. Council member Bledsoe stated the Wine and Food Festival is this Saturday.

Council member Ogelman stated the July 4th parade was a terrific event. Council member Ogelman stated the Mayor, Alex Vanegas and Dale Lehnig met with Hobie Mitchel and his Engineer about their planned by-right development at the Ball property and noted they reminded Mr. Mitchel that they had promised that they would keep the citizens informed. Council member Ogelman stated he disclosed that he lives in 32nd Street which is across from the site. Council member Ogelman stated Mr. Mitchel would be reaching out to citizens and wants to keep the project in harmony with the Town's character and preserve the trees and wall. Council member Ogelman added he gave the readout of the meeting to the adjacent neighbors next to the Ball property and is working to set up a broader meeting to include a presentation from the TESC. Council member Ogelman stated he appreciated the update by Chairman Stein from the Planning Commission and asked about the C-4 Height Limits where that stands and asked about the research on the Stream and Creek Buffer item. Sally Hankins stated she believes Community Development is pulling together the draft that was recommended for approval by the Planning Commission and that Patrick Sullivan noted the item is not ready to move forward for advertising. Ms. Hankins stated that the first draft for Stream and Creek Buffers contained legal issues that required additional work and since that would be time consuming they moved forward with the simpler text amendments first. Patrick Sullivan stated he plans to bring the C-4 Height Regulations to the Town Council for a public hearing in September.

Council member McCollum thanked staff and others who organized the parade. Council member McCollum stated he listened to a presentation at the library by Fireman Brad (Quinn) who did a presentation on how a fireman gets dressed for a fire. Council member McCollum added that the Mayor requested that he draft a policy on reimbursement for annexation fees and that he sent Sally Hankins have a draft that they are working on and will report back to Council. Council member McCollum stated he would not be able to attend the next Council meeting.

Council member Grim stated that public hearings have very specific advertising requirements and thanked Patrick Sullivan for his advice and input during the transition. Council member Grim stated she and Mayor Fraser met with the CEO of the Salamander Resort and the President and will be bringing forward a summary of their meeting. Council member Grim stated she attended the PBA meeting at North Gate and added that Notaviva and Northgate wineries are for sale. Council member Grim stated she has spoken to residents about Fireman's Field and that there are no indications that Fireman's Field is at risk. Council member Grim talked about the baseball field which is being used by the American Legion and the Cannons.

Vice Mayor Jimmerson noted she received excellent customer service from Town staff about online bill paying.

Mayor Fraser thanked staff on their work on the July 4th parade. Mayor Fraser announced that the Brownell Memorial Clock located at the Train Station is now working thanks to Joe LaFiandra and Town staff and needs a minor adjustment.

Council member Cool stated that while the players from the Cannons are in Town, dinners are donated to them by various businesses and that this Friday, members of Council would be personally providing dinner for the team at Town Hall.

DISCUSSION/INFORMATIONAL ITEMS:

a. Delinquent Tax Lists as of June 30, 2017

Connie LeMarr stated that each year the Virginia State Code requires that the Town provide a list of delinquent taxpayers as of June 30th and that the lists have been provided on the reading board in the Council office. Ms. LeMarr added that additional information would be provided in the fall.

b. Request for Proposals (RFP) for Management of Fireman's Field Complex

Danny Davis summarized that the Town had issued an RFI for the management of the complex and received four responses – two of which were partial responses to handle a portion of the property and two that were more complete approaches for management of the complex. Mr. Davis noted that if Council is interested in moving forward that the next step would be the Request for Proposal (RFP) process. Mr. Davis added that the purpose of the item is to discuss the responses to the RFI and to discuss any changes to be made to the document, and referenced the issues as noted on page 6. Mr. Davis noted the draft timeline provided, the

evaluation team, and the Virginia Procurement Act, and added that staff spoke with Davenport, the Town's financial advisor, to look at the debt on the property and potential restructuring of the debt and that there are funds to pay off the balloon payment on the debt which would allow restructuring over a 15 to 20 year period. Mr. Davis added that this would reduce the debt service payment costs. Mr. Davis asked for Council's guidance on this item.

Kathy Elgin added that the evaluation team would work with Council to put together a contract that includes all details and then negotiations would take place with the top one or two firms to get their best and final. Ms. Elgin added that when the team goes to Council with a recommendation that the work of other offers would not have gotten to that point so only those brought forward would be eligible for the award.

Council member McCollum spoke in favor of the evaluation team that includes two Council members and would like to be part of the evaluation team. Mayor Fraser asked if any other Council members would like to sit on the evaluation team. Council member Cool stated he is interested and asked if there would be a conflict of interest given his involvement to date. Kathy Elgin stated that anyone can propose and feels there is no conflict. Mayor Fraser confirmed if Council decides to go forward with an RFP that Council member McCollum and Council member Cool would like to serve on the evaluation team.

Council member Cool noted the financial arrangement piece and talked about getting best and final offers.

Council member Grim talked about the financial arrangement portion and disclosed she has a background in real estate and concurs that they are in a very negative situation that they are moving towards removing. Council member Grim stated the facts speak that they have a valuable treasure that is also an income producing revenue asset that has not been well maintained as well as it could be. Council member Grim added that the way it was packaged in the debt and financing feels it was not wise and that they are moving to remove those restrictions and that it would mean that the property that has been parsed between numerous management, including the County, can still be between numerous management to keep it running well and to serve the community. Council member Grim stated that the Town cannot collect more income now and feels that is irresponsible, and is confident that moving forward will be responsible and considerate that the property continues to be managed. Council member Grim stated that Council is moving in the right direction and that everyone will benefit and that signs and grounds would be updated.

Council member Cool stated the key words are preserve, maintain, enhance, and revenue. Council member Cool noted those words are stated throughout the RFP and talked about the needed enhancements to the complex. Council member Cool stated he would like to hear ideas from the responders on noise abatement strategies and would like to add something that states that all current reservations would be honored.

Vice Mayor Jimmerson stated in response to Mr. Message's comments that on page 28 item 13 of the Deed of Easement that the language is specific about signage and permission from the Historic Society and talked further about the size of signs. Vice Mayor Jimmerson noted the

advertising on the current scoreboard which does not seem to be contrary to the deed because of the signs on the fence and other locations on the field but that any issues can be resolved in the RFP process.

Danny Davis noted that in the supplemental packet that options for motions were provided and that during discussions that several revisions were requested by Council to the RFI document. Mr. Davis noted that staff can revise the RFI document to include the comments or if Council would like to see the edits at the next meeting for approval, that would still work with the anticipated timeline.

Mayor Fraser stated that he keeps hearing “little dollars” and that this is not “little dollars” but is taxpayer money. Mayor Fraser stated that taxpayers are paying 3.5 cents per 100 dollars of assessed value on property so that Fireman’s Field and the Tabernacle can be maintained. Mayor Fraser added there is a debt burden on the field and facility that the taxpayers are paying. Mayor Fraser stated he received a note from a taxpayer about addressing the Fireman’s Field issue since they pay the 3.5 cents but do not get any benefit from it. Mayor Fraser talked about the size and cost per square foot of other buildings in Town to include the Police Dept., and the former Capital One Bank as compared to the Bush Tabernacle. Mayor Fraser spoke in favor of the RFP process and that there is zero rental revenue from Fireman’s Field.

Council member Cool made a motion that the Town Council direct staff to draft a Request for Proposals (RFP) for the Management of the Fireman’s Field Complex, with revisions to the previously released document provided by Council to staff by July 14th. I further direct staff to return the draft RFP document to the July 25th Town Council Meeting for final approval. I further move that the Town Council give direction to staff to proceed with the public sale for the restructuring of the Fireman’s Field debt as a 20-year refunding with cash payoff of the 2010 BAB balloon payment.

Vice Mayor Jimmerson made a friendly amendment to move the motion about financing to when that item is discussed. Council member Cool accepted the friendly amendment. The motion was seconded by Council member Ogelman.

Motion: Council member Cool
Second: Council member Ogelman
Carried: 7-0

McCollum - Aye
Grim - Aye
Jimmerson - Aye
Ogelman - Aye
Mayor - Aye
Bledsoe - Aye
Cool - Aye

c. Process to Review Comprehensive Plan, Meetings, Subcommittees and Other Items

Patrick Sullivan talked about staffing issues in the department and that he is working to pull all of the items together in a schedule. Mr. Sullivan referenced the tiers and the critical path timeline that were provided and talked through the department's work process. Mr. Sullivan added he does not need an extra staff person beyond the Senior Planner due to the future workload projection and the amount of time being spent on the comprehensive plan which would soon be complete.

Mayor Fraser thanked Mr. Sullivan for his timeline and added that he looks to management to expedite the process in getting additional help in the department.

Council member Grim thanked Mr. Sullivan for his communications and talked about delegating some of the work back to the Planning Commission.

d. Re-establishment of the Train Station Advisory Board

Mayor Fraser stated he is proposing this item for potential action this evening and talked about the Train Station being an asset to the Town. Mayor Fraser talked about the Deed of Covenants and in looking at the document there was a need to convert the Train Station into a museum and that the deed mentions establishing a Train Station Advisory Board. Mayor Fraser added that after review there was a five-member board in existence with one member from EDAC, and that one member from two other committees was suggested in the deed and would like for Council to consider moving forward on re-establishing the committee so they can set the strategy for Council to determine what the uses would be for the facility to have economic and heritage value from the Train Station.

Council member Bledsoe talked about communications amongst Council and with Sally Hankins which included a breakdown of issues that exist with the existing covenants document. Council member Bledsoe added he has also spoken with Kacey Young, President of the Purcellville Historical Society and welcomed her comments since she was in attendance. Council member Bledsoe added he is in support of anything that helps get to a more productive use of the Train Station and noted that some work has been done primarily by Danny Davis, EDAC and Ms. Young in writing the memo of understanding which was intended to be a precursor to updating the covenants and conditions. Council member Bledsoe added that the covenants and conditions were part of the sale and are restrictive, and believes they pose a concern in terms of how the committee is staffed and the establishment of the committee to oversee the uses for the facility. Council member Bledsoe stated they can appoint and staff the committee and feels it should be a short-term solution and in the longer term feels they should proceed to rewrite the covenants and conditions which the Purcellville Historical Society supports and which would eliminate the need for the committee as a whole because it would rewrite the uses into the covenants that would give more latitude as a Town and as the current owner. Council member Bledsoe requested that Council review and approve the MOU at the next meeting which would allow for better uses of the Train Station. Council member Bledsoe stated via a question from Mayor Fraser that his preference would be to rewrite the covenants

so that another committee in Town is not needed. Council member Bledsoe stated that the covenants themselves, as confirmed by Ms. Hankins in her review of the documents, is a contractual document and requires a certain level of approval that the committee itself cannot do based on the contract because of limitations written in the contract that need addressed.

Council member Grim stated that there was a committee that met four times a year that advised the Town Council on decisions to be made. Council member Grim stated the MOU could be quickly updated and moved forward and feels one of the items that needs addressed and updated in the covenants is the makeup of the advisory board and feels it should be more general to include members of the other committees and include the PRAB and the TESC. Council member Grim stated the previous covenants were very restrictive to say the volunteer had to be a Chair or Vice Chair. Council member Grim stated she feels the board is very much needed and that possibly an additional citizen could be appointed and feels Council needs flexibility in making sure that a member of one of the committees is involved as well as Town Council and a citizen and that this information be in the MOU.

Vice Mayor Jimmerson stated she has an issue with the second statement in the MOU and feels it cannot be accurate to state that the advisory board not being constituted for many years has resulted in the inability to move forward with proposed projects. Vice Mayor Jimmerson added there have been art displays, lectures and many events over the years and feels the statement should be removed. Vice Mayor Jimmerson added that she believes that an advisory committee is important to have input from all levels to provide Town Council with direction and feels this appears to be something between the Town Council and the Historical Society and taking them out of the equation is something she does not feel is doable.

Council member Ogelman asked if item "e" in the original covenant has ever been applied as described and if so when it ceased. Danny Davis stated that his latest finding of records for the committee was from 2010. Council member Grim stated records show as early as 2012. Hooper McCann shared a list of members from June 2010 that showed a five-person committee from each of the committees and a citizen representative at that time. Council member Ogelman noted he feels that for assets that belong to the community that the broader and more diverse and inclusive the advisory group is, the better. Council member Ogelman added he does not share the concerns expressed in Council member Bledsoe's memo about red tape or something becoming more sluggish because there are more people involved. Council member Ogelman added he is more concerned that decisions that would come out are not inclusive of the community as a whole.

Council member Bledsoe asked what the role of the Train Station Advisory Board would be as compared to the PRAB, the PAC and the EDAC that currently utilize the Train Station as well as the Town in general. Mayor Fraser stated he feels it would be consistent with what is stated in the deed and covenant as outlined and allows for flexibility. Mayor Fraser added that the MOU that has been written adds a degree of specificity that in the future may not need some of the items and sees the MOU as being an action plan for the new board of five members to consider each of the uses and how it can be implemented.

Council member Bledsoe stated that because it is jointly staffed by the Town with four appointees and a fifth by the PHS, offered Ms. Young the opportunity to speak. Ms. Young declined the offer.

Council member Grim added that since the PHS is not in agreement with the exact memorandum would make a motion that the Town Council move forward with the re-establishment of the Train Station Advisory Board, previously known as the Train Station Oversight and Steering Committee, and establish that those members could broadly be appointed as Town Council, Planning Commission, EDAC, Parks and Recs, Tree and Environment Sustainability Committee, a volunteer from the PHS and a citizen member at the earliest opportunity, and at the next meeting review the memorandum of understanding with the PHS to move forward so that the committee then can come back and provide more advisory opportunities for the covenants and deed to be updated appropriately into this century.

Sally Hankins asked if the motion specifies the membership criteria and asked for it to be repeated. Council member Grim stated that it only specified any five from the following: Town Council, Planning Commission, EDAC, PRAB, or the TESC, any three from those and the other two members one from the PHS and a citizen member and does not stipulate that someone has to be a Chair or Vice Chair of a committee and allows Council to seek volunteers from existing committees. Ms. Hankins noted that the covenants dictate the membership structure and it is not consistent with the proposed motion. Vice Mayor Jimmerson proposed removing the membership requirement from the motion and wait for the MOU. Sally Hankins added that the covenants need amended before the membership structure can be broadened.

Council member Grim restated the motion that Town Council move forward with reinstating the Train Station Advisory Board as in the current covenants if that is determined by what the requirements are by law. The motion was seconded by Council member Ogelman.

Motion: Council member Grim
Second: Council member Ogelman
Carried: 5-2

Cool - Aye
Bledsoe - Nay
Ogelman - Aye
McCollum - Nay
Grim - Aye
Jimmerson - Aye
Cool - Aye

ACTION ITEMS:

a. Strategic Options for Enterprise Debt Realignment

Danny Davis noted that part of the budget discussions included that a number of scenarios be developed for the utility rates and funds and reviewed each of the scenarios. Danny Davis

introduced Mr. Kyle Laux with Davenport who gave a presentation which is on file in the Clerk's office.

Mr. Laux stated that his presentation is a follow up to what was discussed in May on how to realign the debt. Mr. Laux stated they have gone out and competitively bid the various portions of the debt realignment and that the plan is to not borrow any new money or take on any new debt. Mr. Laux noted that six different responses from banks were received which he feels speaks favorably of how lenders view the Town's credit profile. Mr. Laux referenced the bid details in the packet and reviewed the options.

Council member Ogelman asked if the recommendation is to move forward with a direct bank loan and specifically the Sterling Bank loan because it introduces more certainty. Mr. Laux confirmed.

Mayor Fraser asked if Mr. Laux went back to Sterling Bank and ask about a best and final offer. Mr. Laux confirmed.

Council member Grim stated for the public that this does alleviate the issue of the IRS restrictions on Aberdeen. Mr. Laux confirmed that Fireman's Field is separate however could be tied in. Liz Krens asked if there are benefits in doing both at the same time (Parks & Rec and Utilities). Mr. Laux stated there are benefits in being able to do it at the same time. Danny Davis noted that this is why the previous conversation was deferred to see if Council is interested in moving forward with the utilities side, and if so to think about Fireman's Field with the second piece of the utility debt at the public sale.

Council member Cool stated there has been recent talk about some not sound financial practices and approaches the Town has taken and asked Mr. Laux if he feels that what is presented are sound financial practices and puts the Town in a good position. Mr. Laux confirmed. Council member Cool asked Mr. Laux if he sees this moving the Town away from solvency towards insolvency and sees the Town's financial strength strong. Mr. Laux confirmed and stated that from the insolvency standpoint that they watch this closely and that part of the work that has been done is multi-year planning with the staff, Davenport and the utility rate consultants to look at what the trends are going forward from a cash level standpoint. Council member Cool asked when the Town started working with Davenport. Liz Krens stated in 2005. Council member Cool stated that Council did not bring in Davenport to tell them what they wanted to hear and that they are fully independent. Council member Cool added that he feels it is important that none of the actions are taking the Town away from solvency and towards insolvency.

Council member McCollum stated that years ago Davenport recommended against using the Meals Tax or Chargeback from the General Fund to pay for the Enterprise and asked if that advice has changed. Mr. Laux asked if on the Meals Tax specifically. Council member McCollum stated that there was more than just Meals Tax but could not recall exactly but that there was a general recommendation not to use revenues from the General Fund to support the Enterprise Funds. Mr. Laux confirmed that that is not a best practice and that advice on that perspective has not changed. Mr. Laux noted that regardless of what is done with Meals Tax

and Chargeback will be helpful. Council member McCollum noted that this could have been done years ago. Mr. Laux noted that the concept of growth and reconnections has been a variable in the past couple of years in terms of the expectations about what the growth and reconnections would be going forward. Council member McCollum noted the premises as he remembers is that Chargebacks would be phased out and there would be some use of the revenue generated by Meals Tax and added that the Mayfair development has already been factored in in terms of availabilities leaving few availabilities in the future. Mr. Laux noted that Mayfair was factored in as well as other availabilities. Alex Vanegas added there are other in-town opportunities such as Village Case. Danny Davis added that this is included in the assumptions. Alex Vanegas noted that by freeing up Aberdeen provides an opportunity to bring in additional revenue and what Council member McCollum is discussing would be the next process following the restructuring.

Council member Ogelman confirmed that there is a challenge there and how the challenges have been dealt with is by shifting from a philosophy that says to grow the government and search for tap fees to sustain or outpace the growth to look for ways to be more efficient in government and to look for opportunities to monetize some of the assets. Council member Ogelman added they are always balancing a budget that does not depend on growth as much but more on the Town's other assets. Council member Ogelman added that in past five years is not sure if there has been a year that the Town was able to balance a budget to where they could hold tax and utility rates constant and still have a surplus of income. Council member Ogelman added that there are many ways to address the challenge and the narrative that growth being the only solution to respond is narrow.

Council member Grim stated she was active when the last refinance took place and believes the challenge is reviewing where the Town is and where they are trying to go and that this Council inherits what a previous Council has done and has recognized they are trying to change it. Council member Grim added that Council went to Davenport for ways to release the restrictions on Aberdeen and Fireman's Field that hinder revenue. Council member Grim added she agrees this would free up some cash and will eliminate, as long as Fireman's Field is included. Council member Grim talked about the issues to the criticisms to the Meals Tax from prior meetings and talked about using part of the Meals Tax collection accordingly as long as a policy is in place. Mr. Laux noted they have talked about the fact that in VA and other highly rated places that it is not standard practice to take Meals Tax and send it through a utility system. Mr. Laux added that it was previously discussed that the best ability to do that in a way that will be viewed as being responsible in best practices is to make sure it is packaged within a policy and framework and methodology of why it is being done and how.

Mayor Fraser stated that Mr. Laux presented two options and one for refinancing the four million dollars (2017A) through Sterling Bank. Mayor Fraser asked Mr. Laux when he would like a decision. Mr. Laux stated he would like to get a consensus this evening and then bring back documents to be approved at the July 25th meeting. Mr. Laux noted that bids are good through late July/early August. Mr. Laux added that the legal documents could be approved at the July meeting and then know that the rate being discussed is indeed the rate. Mr. Laux added that it is a longer process to get the public sale ready for what would be the 2017B bonds and asked for a consensus so Davenport can move forward with documents.

Mayor Fraser stated Council would consider these and provide feedback to management in order to make an informed decision and said he has concerns for the messaging on this. Mayor Fraser stated that as he looks at the new rate sees the Town adding four additional years to pay off the debt at \$2.9 million per year. Mr. Laux stated the \$2.9 million is aggregate over a twenty-year time period. Mayor Fraser requested that Davenport provide Council and the community with enough information for when the question comes about incurring more debt. Mr. Laux stated he feels the way to do this is to be thinking ultimately about what the projected rate increases are on water and sewer.

Danny Davis stated that staff is looking for guidance based on the recommendations provided.

Mayor Fraser stated he had not reviewed the document in it's entirety and that his vote would reflect that.

Council member Grim added she feels the narrative could be better and broken down by savings and dollars and cents as well as what the costs reflect. Council member Grim added they are looking for the simplified version of the document and moving forward that it looks like the positive way to go.

Council member Ogelman added that by pushing this out longer and converting some into taxable instead of non-taxable, the Town is buying themselves the time and opportunity to use assets to generate income. Mr. Laux confirmed. Mayor Fraser added that this is the first he has seen the chart and has not had time to digest the information.

Council member Cool made a motion that the Town Council endorse the recommendations of Davenport to move forward with a direct bank loan with Sterling National Bank for Series 2017A and return to the July 25th Town Council Meeting to approve the final loan. I further move that Town Council direct staff and Davenport to move forward in the process for a Public Sale for Series 2017B and 2017C, to include obtaining an updated credit rating. I further move that the Town Council give direction to staff to proceed with a public sale for the restructuring of the Fireman's Field debt as a 20-year refunding with cash payoff of the 2010 BAB balloon payment. The motion was seconded by Council member McCollum.

Council member Grim referenced the motion would include getting an updated credit rating and asked Mr. Laux how he believes this would affect the Town's credit rating and why. Mr. Laux stated it is their opinion that the Town would be in generally the same range as the current range. Council member Grim stated she evaluated about eighteen municipalities and what their cash reserve percentages were and on average it was 30% and that the Town's is well into the 50% arena and asked if this comes into play when reviewing the steadiness of the Town. Mr. Laux confirmed that the reserve level does play into the credit rating and that the rating agencies tend to care about the local economic profile, reserve positions, and budget balances.

Mayor Fraser referenced page 17 and asked how much cash is being taken from reserves to get to that level. Mr. Laux stated \$3.5 million.

Motion: Council member Cool
Second: Council member McCollum
Carried: 6-1

McCollum - Aye
Grim - Aye
Jimmerson - Aye
Ogelman - Aye
Mayor - Nay
Bledsoe - Aye
Cool - Aye

b. Meeting Schedule of Town Council

Danny Davis referenced the staff report and noted that staff recommends that Council continue the meeting schedule of the second and fourth Tuesday of each month. Mr. Davis noted the two potential conflicts as well as noting a possible August recess. Mr. Davis noted the comments about requirements for inclement weather which adds flexibility to the calendar.

Council member McCollum made a motion that the Town Council adopt Resolution 17-07-01, A RESOLUTION TO PRESCRIBE THE DATE, TIME, AND PLACE OF REGULAR MEETINGS FOR THE TOWN COUNCIL, setting the regular meeting schedule of the Town Council for the 2nd and 4th Tuesday of each month at 7:00pm at Town Hall and further move that the regularly scheduled meetings for August 2017 be canceled. The motion was seconded by Council member Cool.

Motion: Council member McCollum
Second: Council member Cool
Carried: 7-0

Cool - Aye
Bledsoe - Aye
Ogelman - Aye
McCollum - Aye
Grim - Aye
Jimmerson - Aye
Mayor - Aye

c. Appointment of Vice Mayor

Alex Vanegas introduced the item. Mayor Fraser added that the Vice Mayor would carry on the duties of the Mayor in his absence and thanked Vice Mayor Jimmerson for her work over the past year.

Council member Cool made a motion that Town Council appoint Nedim Ogelman to the position of Vice Mayor with the term expiring on July 1, 2018 or once a new appointment has been made by Town Council. The motion has been seconded by Council member Bledsoe.

Motion: Council member Cool
Second: Council member Bledsoe
Carried: 6-0-1 Abstain

Cool - Aye
Bledsoe - Aye
Ogelman - Abstain
McCollum - Aye
Grim - Aye
Jimmerson - Aye
Mayor - Aye

d. Additional Polco Questions

Alex Vanegas stated that staff received direction to bring forward some additional Polco questions to gauge the community's opinion on different things as noted in the staff report and asked for Council's guidance on how to proceed.

Council member Bledsoe asked if the all-purpose recreational trail was in reference to Franklin Park. Alex Vanegas stated it could be that or other all-purpose recreational trails.

Council member McCollum asked what percentage of response is needed to decide whether or not to move forward with an item. Mayor Fraser stated that it depends on the votes and that he uses Polco as an added element to enable him to vote and would not put a percentage on it.

Council member Ogelman stated he feels the challenge is not the tool but familiarizing people to where they are comfortable using it and that the objective would be to give as many people as possible in real time the ability to weigh in on decisions that Town Council is making. Council member Ogelman added that a strategy should be developed by which citizens are informed and to help them understand that the tool is available and how to use it.

Council member Cool stated he agrees and clarified that it is difficult to get citizens active but feels that some of the comments are important. Council member Cool talked about the number of responses to the business survey and agrees that it is an informative tool and could be marketed towards citizens that cannot attend meetings.

Council member Ogelman stated there is a series of other public outreach and public input tools to include social media and believes a paper citizen survey should be done every other year in order to be responsive to citizens input.

Danny Davis noted that in looking at a strategy for the Polco system that having a bank of questions on topics and issues to ask the community about would be helpful, and that

uploading a new question every couple of weeks or so would be also be helpful in getting citizens to use the tool.

Council member Grim asked about asking citizens about recreational amenities and if there is a way solicit ideas as far as locations. Danny Davis noted that Polco is not intended much to be an idea generator as much as responding to an issue but does have a commenting feature that can be used. Danny Davis talked about the community voice portal available on the website for citizens.

Mayor Fraser stated he would like to see a question concerning the trail from Purcellville to Franklin Park because the County is expecting Council to take a position on it. Danny Davis confirmed and noted he submitted a draft question to Council previously and received positive feedback and feels comfortable moving forward.

Council member Bledsoe made motion that the Town Council approve the questions as stated above be placed on Polco for input from the community and further move that a question be included that was previously discussed regarding the Loudoun County proposed trail from Purcellville to Franklin Park. The motion was seconded by Council member Ogelman.

Motion: Council member Bledsoe
Second: Vice Mayor Ogelman
Carried: 7-0

Cool - Aye
Bledsoe - Aye
Ogelman - Aye
McCollum - Aye
Grim - Aye
Jimmerson - Aye
Mayor - Aye

DISCUSSION OF ITEMS PROPOSED FOR FUTURE PRESENTATIONS / RECOGNITION:

None

APPROVAL OF MINUTES:

- a. June 13, 2017 Town Council Regular Meeting**
- b. June 27, 2017 Town Council Regular Meeting**

Council Jimmerson made a motion that Town Council approve the minutes of the June 13, 2017 Town Council Meeting and waive reading and further move that Town Council approve the minutes from the June 27, 2017 Town Council Meeting and waive reading. The motion was seconded by Council member Bledsoe and carried with one abstention by Council member Ogelman since he was not present.

Motion: Council member Jimmerson
Second: Council member Bledsoe
Carried: 6-0-1 Abstention (Ogelman)

ADJOURNMENT:

With no further business, Vice Mayor Ogelman made a motion to adjourn the meeting at 10:46 PM. The motion was seconded by Council member Cool and carried unanimously.

Kwasi A. Fraser, Mayor

Diana Hays, Clerk of Council

Mayor
Kwasi A. Fraser

Council
Chris Bledsoe
Ryan J. Cool
Kelli Grim
Karen Jimmerson
Douglass J. McCollum
Nedim Ogelman



Interim Town Manager
Alex Vanegas, CPM

Assistant Town Manager
Daniel C. Davis

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Purcellville, VA 20132
(540) 338-7421
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TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 17-07-01

PRESENTED: JULY 11, 2017
ADOPTED: JULY 11, 2017

A RESOLUTION: PRESCRIBING THE DATE, TIME, AND PLACE OF REGULAR MEETINGS OF THE TOWN COUNCIL; CONTINUATION OF REGULAR MEETINGS FOR HOLIDAYS, HAZARDOUS CONDITIONS, AND UNFINISHED BUSINESS

BE IT RESOLVED that, unless (a) a regular meeting falls on a legal holiday as described herein, (b) a regular meeting is continued for reasons of hazardous conditions as described herein, or (c) a regular meeting is adjourned to another date, time, and place as described herein, the regular meetings of the Town Council shall be held on the second and fourth Tuesday of each month at 7:00 pm at Town Hall, located at 221 South Nursery Avenue, in Purcellville, Virginia, in the Town Council Chambers of Town Hall, unless said date, time, or place is otherwise posted in accordance with § 2.2-3707 of the Code of Virginia; and

BE IT FURTHER RESOLVED that should a day established by the Town Council as a regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the Town Council; and

BE IT FURTHER RESOLVED that if the Mayor, or Vice-Mayor if the Mayor is unable to act, finds that weather or other conditions are such that it is hazardous for members to attend a regular meeting, the Mayor shall declare to all members of Town Council and the press, as promptly as possible: (i) his finding that the regular meeting must be continued due to hazardous conditions, and (ii) that the regular meeting is continued to the day immediately following the regular meeting, or, if the Mayor determines at the time of his announcement that hazardous conditions are likely to remain on that day, to the Tuesday of the following week. All hearings

A RESOLUTION:

PRESCRIBING THE DATE, TIME, AND PLACE OF REGULAR MEETINGS OF THE TOWN COUNCIL; CONTINUATION OF REGULAR MEETINGS FOR HOLIDAYS, HAZARDOUS CONDITIONS, AND UNFINISHED BUSINESS

and other matters previously advertised shall be conducted at the continued meeting without further advertisement; and

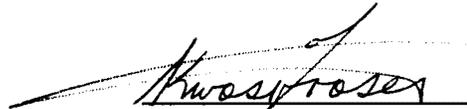
BE IT FURTHER RESOLVED that regular meetings of the Town Council may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed. Notice of any regular meeting continued under this section shall be reasonable under the circumstances and be given as provided in subsection D of § 2.2-3707 of the Code of Virginia; and

BE IT FURTHER RESOLVED that all prior rules governing the date, time, and place of regular meetings of the Town Council are hereby replaced.

Cross References

Code of Va. § 15.2-1416. Regular meetings.

PASSED THIS 11th DAY OF JULY, 2017.


Kwasi Fraser, Mayor
Town of Purcellville

ATTEST:


Diana Hays, Town Clerk



STAFF REPORT
ACTION ITEM

Item #15

SUBJECT: Closed Meeting

DATE OF MEETING: July 25, 2017

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached are the motions, resolution and information pertaining to the closed meeting.

ATTACHMENT(S):

1. Closed Meeting Motions
2. Resolution 17-07-04

MOTION TO RECESS THE OPEN 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 actual or probable litigation, where such consultation in an open meeting would adversely affect the negotiating or litigating posture of the public body. The litigation to be discussed is a claim by the Town against Roy C. Kline, LLC, the contractor for the renovation and construction of Town Hall located at 221 South Nursery Avenue.

The presence of the following individuals is requested in the closed meeting:

- 1) All Town Council members;
- 2) Alex Vanegas, Interim Town Manager
- 3) Danny Davis, Assistant Town Manager
- 4) Sally Hankins, Town Attorney
- 5) Jeff Gilmore, outside legal counsel to the Town, by phone if needed.”

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 17-07-04 certifying the closed meeting of July 25, 2017.”

Mayor
Kwasi A. Fraser

Council
Chris Bledsoe
Ryan J. Cool
Kelli Grim
Karen Jimmerson
Douglass J. McCollum
Nedim Ogelman



Interim Town Manager
Alex Vanegas, CPM

Assistant Town Manager
Daniel C. Davis

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TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 17-07-04 **PRESENTED: JULY 25, 2017**
ADOPTED: _____

A RESOLUTION: CERTIFYING THE CLOSED MEETING ON
JULY 25, 2017

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 _____, 2017.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

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