City of Fredericksburg, Virginia

City Council

AGENDA

Council Chambers

715 Princess Anne Street

Fredericksburg, Virginia 22401

Hon. Mary Katherine Greenlaw, Mayor
Hon. William C. Withers, Jr., Vice-Mayor, Ward Two
Hon. Kerry P. Devine, At-Large
Hon. Matthew J. Kelly, At-Large
Hon. Bradford C. Ellis, Ward One
Hon. Timothy P. Duffy, Ph.D., Ward Three
Hon. Charlie L. Frye, Jr., Ward Four

March 22, 2016
7:30 p.m.
Mayor Mary Katherine Greenlaw, Presiding

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1. **Call To Order**

2. **Invocation**
   Councilor Matthew J. Kelly

3. **Pledge Of Allegiance**
   Mayor Mary Katherine Greenlaw

4. **Presentations**

5. **Public Hearing**

6. **Comments From The Public**
   City Council provides this opportunity each regular meeting for comments from citizens who have signed up to speak before the start of the meeting. To be fair to everyone, please observe the five-minute time limit and yield the floor when the Clerk of Council indicates that your time has expired. Decorum in the Council Chambers will be maintained. Comments that are not relevant to City business and disruptive are inappropriate and out of order.

7. **Council Agenda**

   A. Murder Free Fredericksburg Update - Councilor Frye

   B. Hazel Hill - Councilor Frye

8. **Consent Agenda**

   A. Ordinance 16-11, Second Read, Conforming The Dangerous And Vicious Dog Ordinance To State Code, And Amending The Running At Large And Nuisance Animal Ordinance

Documents: 8A ANIMAL CONTROL.PDF

B. Announcement Under Va. Code Section 2.2-3712 That The City Council Will Hold Closed Meetings Solely For The Purpose Of Interviewing Candidates For The Position Of City Manager At Undisclosed Locations During The Next 15 Days

C. Resolution 16-__, Approving Certification Of Closed Meeting For City Manager Interviews On March 4 And 5

Documents: 8C CLOSED MEETING CERTIFICATION.PDF

D. Transmittal Of Boards And Commission Minutes

D.i. Architectural Review Board Supplemental - December 15, 2015

Documents: 8D1 ARB SUPP 12-15-15.PDF

D.ii. Architectural Review Board Supplemental - February 8, 2016

Documents: 8D2 ARB SUPP 02-08-16.PDF

D.iii. Architectural Review Board - February 8, 2016

Documents: 8D3 ARB 02-08-16.PDF

D.iv. Economic Development Authority - February 8, 2016

Documents: 8D4 EDA 2-8-16.PDF

9. **Minutes**

A. Special Session - March 2, 2016

Documents: 9A 3-2-16 SPECIAL SESSION MINUTES.PDF

B. Public Hearing - March 8, 2016

Documents: 9B 3-08-16 PUBLIC HEARING MINUTES.PDF

C. Regular Session - March 8, 2016

Documents: 9C 3-08-16 REGULAR SESSION MINUTES.PDF

10. **City Manager Agenda**

A. Ordinance 16-10, Second Read, Providing For Issuance And Sale Of A General Obligation Bond, Series 2016 Of The City Of Fredericksburg, Virginia, In An Amount Not To Exceed $14,525,000, And The Form, Details And Payment Thereof

Documents: 10A GO BONDS.PDF

B. Ordinance 16-__, First Read, Amending The Procurement Ordinance To Increase The City Manager's Small Purchase Authority From $30,000 To $100,000 And Require Three Quotes For Purchases Of Goods Over $5,000

Documents: 10B PURCHASING CODE CHANGES.PDF

C. Ordinance 16-__, First Read, Granting A Fifteen-Year Non-Exclusive License To Extenet Systems (Virginia) LLC To Install, Maintain, And Use Telecommunications Cable And Equipment In City Rights-Of-Way

Documents: 10C EXTENET LICENSE.PDF

D. Resolution 16-__, First Read, Amending The Fiscal Year 2016 City Grants Fund Budget By Appropriating $145,000 Based On A 2015 Homeland Security Grant For The Purchase Of A Vehicle And Equipment For The City's Hazardous Materials Response Team

Documents: 10D HAZMAT TEAM EQUIP.PDF

E. Resolution 16-__, Authorizing The City Manager To Execute A Contract For Performance Of Improvements To The Property At 1016 Charles Street

Documents: 10E 1016 CHARLES ST PARKING LOT.PDF

F. Resolution 16-__, Authorizing The City Manager To Submit Applications For Fiscal Year 2017 Virginia Department Of Transportation Funding Through The Primary Extensions Paving Program And To Execute All Other Documents Associated With This Funding

Documents: 10F VDOT PAVING PROG.PDF

G. City Manager's Update

Documents: 10G CITY MANAGER UPDATE.PDF

H. Calendar

Documents: 10H CALENDAR.PDF

11. **Adjournment**

ITEM #8A

MEMORANDUM

TO: Mayor Greenlaw and the City Council

FROM: Rob Eckstrom, Assistant City Attorney

DATE: February 18, 2016

RE: Animal control ordinances

Issue

Should the City update its dangerous and vicious dog, running at large, and animal nuisance ordinances?

Recommendation:

Yes. Council should 1) update the City's dangerous and vicious dog ordinance to reflect changes in the authorizing statute, and 2) model the City's running-at-large and animal nuisance ordinances after Spotsylvania County's ordinances.

These changes were recommended by Spotsylvania Animal Control, which is currently serving as animal control for the City.

Background:

Dangerous and vicious dogs:

The Virginia statute authorizing localities to pass ordinances governing dangerous and vicious dogs has been amended since the City passed its dangerous and vicious dog ordinance, and the City's ordinance has not been updated to reflect the changes. Having an up-to-date City ordinance is important because it allows animal control officers to issue citations under the City Code, rather than state law. This allows fines under the statute to go to the City, rather than the state. It also allows the City Attorney's Office to represent the officers in civil dangerous dog cases.

Changes to the dangerous and vicious dog ordinance include:

-Giving the court discretion to decide that, given all of the evidence presented, a dog is not dangerous or a threat to the community. § 14-61.

-Allowing the court, upon finding a dog to be dangerous, to order the dog's owner to pay restitution for actual damages for injuries the dog caused to a person or companion animal. § 14-62(A).
-Allowing the court to order the owner of a dangerous dog to pay the cost of confining the animal pending trial and subsequent dangerous dog registration. § 14-62(A).
-Increasing the fees for registration of dangerous dogs with local animal control from $50 to $150 ($85 for renewals). § 14-63.
-Shifting the obligation for registering a dangerous dog with the state from the owner to animal control. § 14-63.
-Removing the provision allowing animal control to deem a dog dangerous without a district court trial. § 14-64.
-Specifying the penalties a court may impose upon convicting the owner of a dog already declared to be dangerous of violating the ordinance. § 14-68.

Running at large; nuisance animals:

Animal Control also recommends that the City enhance its running-at-large and "nuisance animal" ordinances. Spotsylvania County has done so, and has found its ordinances effective at addressing problematic behavior that does not rise to the level of "dangerous" safeguarding against overzealous enforcement. While the dangerous dog ordinance changes above would conform the City Code to state law, these changes would bring the City Code closer to Spotsylvania County's animal control ordinances.

Recommended changes to the running at large ordinance include:
-Defining "running at large," including exceptions for legitimate activities.
-Amending the penalties. Currently the penalty for a first violation is a Class 4 misdemeanor, and the penalty for a second violation within a year is a Class 1 misdemeanor. The amended ordinance makes the first violation a Class 4, the second violation within a year a Class 2, and subsequent violations a Class 1. Any violation involving a dangerous dog would be a Class 1. The net effect would be to decrease the penalty for non-dangerous second offenses, but to increase the penalty for all offenses involving dangerous dogs.

Recommended changes to the "nuisance animals" ordinance:
-Listing specific "nuisance" behaviors: chasing vehicles, causing property damage while trespassing, attacking other animals, habitually running at large, and having 3 or more convictions for running at large within 2 years.
-Providing legal process and penalties for similar to those for dangerous dogs.
-Increasing the penalties from a Class 4 misdemeanor to a Class 3 for most offenses and a Class 1 for attacking animals, habitually running at large, and having 3 or more convictions for running at large within 2 years.
-The ordinance would only allow "nuisance animal" charges if the offense happened in front of an animal control officer or if the complainant is willing to request a summons from the magistrate.

Fiscal Impact:

This ordinance would allow animal control to request that the court order the owners of dangerous dogs to pay for the cost of their confinement. It would also raise the fees for dangerous dog registration from $50 to $150 ($85 for annual renewals).

MOTION:

SECOND:

March 22, 2016
Regular Meeting
Ordinance No. 16-11

RE: CONFORMING THE DANGEROUS AND VICIOUS DOG ORDINANCE TO STATE CODE, AND AMENDING THE RUNNING AT LARGE AND NUISANCE ANIMAL ORDINANCES

ACTION: APPROVED: AYES: 0; NAYS: 0

FIRST READ: March 8, 2016 SECOND READ:_____

IT IS HEREBY ORDAINED by the Fredericksburg City Council that Chapter 14 of the City Code is amended as follows:

SEC. I. City Code Amendment.

1. Chapter 14, Article III is amended as follows:

§ 14-61 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

DANGEROUS DOG: A canine or canine crossbreed that has bitten, attacked, or inflicted injury on a person or companion animal that is a dog or cat, or killed a companion animal that is a dog or cat. However, when a dog attacks or bites a companion animal that is a dog or cat, the attacking or biting dog shall not be deemed dangerous (i) if no serious physical injury as determined by a licensed veterinarian has occurred to the dog or cat as a result of the attack or bite*;* ~~or~~ (ii) if both animals are owned by the same person~~,~~*;* (iii) if such attack occurs on the property of the attacking or biting dog's owner or custodian~~,~~*;* or (iv) for other good cause as determined by the court. No dog shall be found to be a dangerous dog as a result of biting, attacking, or inflicting injury on a dog or cat while engaged with an owner or custodian as part of lawful hunting or participating in an organized, lawful dog handling event. *No dog that has bitten, attacked, or inflicted injury on a person shall be found to be a dangerous dog if the court determines, based on the totality of the evidence before it, that the dog is not dangerous or a threat to the community.*

VICIOUS DOG: A canine or canine crossbreed that has (i) killed a person; (ii) inflicted serious injury to a person, including multiple bites, serious disfigurement, serious impairment of health, or serious impairment of a bodily function; or (iii) continued to exhibit the behavior that resulted in a previous finding by a court or on or before July 1, 2006, by an animal control officer as

authorized by local ordinance, that it is a dangerous dog, provided that its owner has been given notice of that finding.

§ 14-62 Determination by court that dog is dangerous or vicious.

A. Any law-enforcement officer or animal control officer who has reason to believe that a canine or canine crossbreed within his jurisdiction is a dangerous dog or vicious dog shall apply to a magistrate of the jurisdiction for the issuance of a summons requiring the owner or custodian, if known, to appear before a general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. If a law-enforcement officer successfully makes an application for the issuance of a summons, he shall contact the local animal control officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is dangerous or vicious. The animal control officer shall confine the animal until such time as evidence shall be heard and a verdict rendered. If the animal control officer determines that the owner or custodian can confine the animal in a manner that protects the public safety, he may permit the owner or custodian to confine the animal until such time as evidence shall be heard and a verdict rendered. The court, through its contempt powers, may compel the owner, custodian, or harborer of the animal to produce the animal. If, after hearing the evidence, the court finds that the animal is a dangerous dog, the court shall order the animal's owner to comply with the provisions of this section. *The court, upon finding the animal to be a dangerous dog, may order the owner, custodian, or harborer of the animal to pay restitution for actual damages to any person injured by the animal or whose companion animal was injured or killed by the animal. The court, in its discretion, may also order the owner to pay all reasonable expenses incurred in caring and providing for the animal from the time the animal is taken into custody until the animal is disposed of or returned to the owner.* If, after hearing the evidence, the court finds that the animal is a vicious dog, the court shall order the animal euthanized in accordance with the provisions of Code of Virginia (1950), § 3.2-6562. The procedure for appeal and trial shall be the same as provided by law for misdemeanors. Trial by jury shall be as provided in Code of Virginia (1950), as amended, Art. 4, 19.2-260 et seq., Chapter 15 of Title 19.2. The commonwealth shall be required to prove its case beyond a reasonable doubt.

B. No canine or canine crossbreed shall be found to be a dangerous or vicious dog solely because it is a particular breed, nor is the ownership of a particular breed of canine or canine crossbreed prohibited. No animal shall be found to be a dangerous or vicious dog if the threat, injury or damage was sustained by a person who was (i) committing, at the time, a crime upon the premises occupied by the dog's owner or custodian, (ii) committing, at the time, a willful trespass upon the premises occupied by the animal's owner or custodian, or (iii) provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times. No police dog which was engaged in the performance of its duties as such at the time of the acts complained of shall be found to be a dangerous or vicious dog. No animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, shall be found to be a dangerous or vicious dog.

§ 14-63 **Registration of dangerous dogs; requirements for keeping dangerous dog.**

A. The owner of any animal found by a court to be a dangerous dog shall, within ~~10~~ *45* days of such finding, obtain a dangerous dog registration certificate from the local animal control officer or treasurer for a fee of $~~50~~ *150* in addition to any other fees that may be authorized by law. The local animal control officer or treasurer shall also provide the owner with a uniformly designed tag which identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that it wears the collar and tag at all times. ~~All certificates obtained pursuant to this subsection shall be renewed annually for the same fee and in the same manner as the initial certificate was obtained. The animal control officer shall provide a copy of the dangerous dog registration certificate and verification of compliance to the state veterinarian.~~ *By January 31 of each year, until such time as the dangerous dog is deceased, all certificates obtained under this subsection shall be updated and renewed for a fee of $85 and in the same manner as the initial certificate was obtained. The animal control officer shall post registration information on the Virginia Dangerous Dog Registry.*

B. All dangerous dog registration certificates or renewals thereof required to be obtained under this section shall only be issued to persons 18 years of age or older who present satisfactory evidence (i) of the dog's current rabies vaccination, if applicable, (ii) that the animal has been neutered or spayed, and (iii) that the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed. In addition, owners who apply for certificates or renewals thereof under this section shall not be issued a certificate or renewal thereof unless they present satisfactory evidence that (i) their residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property, and (ii) the animal has been permanently identified by means of a tattoo on the inside thigh or by electronic implantation. All certificates or renewals thereof required to be obtained under this section shall only be issued to persons who present satisfactory evidence that the owner has liability insurance coverage, to the value of at least $100,000, which covers animal bits. The owner may obtain and maintain a bond in surety, in lieu of liability insurance, to the value of at least $100,000.

~~§ 14-64 **Determination by animal control officer that dog is dangerous.**~~

~~Notwithstanding the provisions of § **14-62**, the animal control officer may determine, after investigation, whether a dog is a dangerous dog. If the animal control officer determines that a dog is a dangerous dog, he may order the animal's owner to comply with the provisions of this article. If the animal's owner disagrees with the animal control officer's determination, he may appeal the determination to the general district court for a trial on the merits.~~

§ 14-65 **Confinement and restraint of dangerous dogs.**

While on the property of its owner, an animal found by a court to be a dangerous dog shall be confined indoors or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults, or other animals. The structure shall be designed to provide the dog with shelter from the elements of nature. When off its owner's property, an animal found by a court to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.

§ 14-66 **Dangerous dogs owned by minors.**

If the owner of an animal found by a court to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this section.

§ 14-67 **Information to be provided to animal control officer regarding dangerous dog.**

After an animal has been found to be a dangerous dog, the animal's owner shall immediately, upon learning of same, cause the local animal control authority to be notified if the animal (i) is loose or unconfined; or (ii) bites a person or attacks another animal; or (iii) is sold, given away, or dies. Any owner of a dangerous dog who relocates to a new address shall, within 10 days of relocating, provide written notice to the appropriate local animal control authority for the old address from which the animal has moved and the new address to which the animal has been moved.

~~§ 14-67.5 **Registration.**~~

~~The owner of any dog found to be dangerous shall register the animal with the Commonwealth of Virginia Dangerous Dog Registry, as established under Code of Virginia, § 3.2-6538 within 45 days of such a finding by a court of competent jurisdiction.~~ [The remaining language becomes a second paragraph under § 14-67]. The owner shall also cause the local animal control officer to be promptly notified of (i) the names, addresses, and telephone numbers of all owners; (ii) all of the means necessary to locate the owner and the dog at any time; (iii) any complaints or incidents of attack by the dog upon any person or cat or dog; (iv) any claims made or lawsuits brought as a result of any attack; (v) tattoo or chip identification information or both; (vi) proof of insurance or surety bond; and (vii) the death of the dog.

§ 14-68 **Penalty; disposition of fees.**

A. The owner of any animal that has been found to be a dangerous dog who willfully fails to comply with the requirements of this article is guilty of a Class 1 misdemeanor.

Upon conviction, the court may (i) order the dangerous dog to be disposed of by the City under Code of Virginia § 3.2-6562 or (ii) grant the owner up to 45 days to comply with the requirements of this section, during which time the dangerous dog shall remain in the custody of the animal control officer until compliance has been verified. If the owner fails to achieve

compliance within the time specified by the court, the court shall order the dangerous dog to be disposed of by the City under Code of Virginia § 3.2-6562. The court, in its discretion, may order the owner to pay all reasonable expenses incurred in caring and providing for the dangerous dog from the time the animal is taken into custody until the animal is disposed of or returned to the owner.

B. All fees collected pursuant to this article, less the costs incurred by the animal control authority in producing and distributing the certificates and tags required by this article, shall be paid into a special dedicated fund in the treasury of the City for the purpose of paying the expenses of any training course required under Code of Virginia, § 3.2-6556.

§ 14-69 **Penalty; continued.**

A. Any owner or custodian of a canine crossbreed or other animal is guilty of:
(1) Class 2 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person.
(2) Class 1 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such a declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury.

B. The provisions of this section shall not apply to any animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, or when the animal is a police dog that is engaged in the performance of its duties at the time of the attack.

§ 14-70 through § 14-89. (Reserved)

2. Chapter 14, Article IV is amended as follows:

§ 151 Running at large; leash law.

A. It shall be unlawful for the owner or custodian of any dog or other animal, except cats, to allow such dog or other animal to run at large within the City at any time. ~~Any person convicted of a violation of this section shall be guilty of a Class 4 misdemeanor.~~

B. For the purposes of this section, an animal is "running at large" while roaming, running or self-hunting off the property or premises of its owner or custodian and not under the immediate control of the owner or custodian or his agent. "Property or premises of its owner or custodian" for purposes of this section, does not mean residential or commercial common areas.

C. This section does not apply to any person while engaged in law enforcement or search and rescue activity; in a supervised formal obedience training class or show; during formally

sanctioned field trials; while engaged in lawful hunting with a dog during open season; or during bona fide hunting or field trial dog training.

D. It shall be unlawful for the owner of an animal to place the animal or allow it to be placed in the custody of any other person not physically capable of maintaining effective control of the animal.

E. A violation of this section is a Class 4 misdemeanor for the first offense; provided, however, if the dog is a dangerous or vicious dog, a violation of this section is a Class 1 misdemeanor. A second violation of this section within one year of a conviction of the first violation is a Class 2 misdemeanor; provided, however, if the dog is a dangerous or vicious dog, a violation of this section is a Class 1 misdemeanor. A third or subsequent violation of this section within two years of conviction of the second or subsequent violation is a Class 1 misdemeanor.

~~B. Any person convicted of two violations of this section within a twelve-month time period shall be guilty of a Class 1 misdemeanor.~~

~~C. Permitting ones dog or other animal (except cats) to habitually run at large shall constitute a public nuisance. Any person convicted of three violations of this section within a twelve-month time period shall be proceeded against by warrant or summoned before the general district court to show cause why such dog or other animal should not be confined, euthanized, removed or the nuisance otherwise abated.~~

3. Chapter 14, Article IV is amended as follows:

§ 157 Nuisance animals.

~~A. It shall be unlawful for any owner or custodian of an animal to fails to exercise proper care and control of his animal to prevent it from becoming a public nuisance. Excessive, continuous or untimely barking, or molesting of passersby shall be deemed a nuisance and a Class 4 misdemeanor.~~

A. No owner or custodian shall fail to exercise proper care and control of his or her dog to prevent it from becoming a public nuisance. Acts deemed nuisances include but are not limited to:

(1) Chasing vehicles;
(2) Trespassing upon another's property in such a manner as to damage property;
(3) Attacking domestic, companion, or exotic animals so as to cause injury or death, unless the animal is trespassing upon the property on which the dog is kept;
(4) Habitually running at large; or
(5) Three or more convictions for running at large within two years.
(6) Excessive, continuous, or untimely barking or molesting of passersby.

B. Any person owning or having possession or control of a dog suspected of being a nuisance shall be proceeded against by warrant or summoned before the general district court of the city to show cause why the dog should not be confined, euthanized, removed or the nuisance otherwise abated.

C. The animal control officer, owner, or custodian shall confine the animal until the court has made a final decision in the case. If the animal control officer deems confinement necessary then the owner or custodian shall be responsible for the impound fees.

D. Upon proof that such dog does constitute a public nuisance, the dog shall, by order of the general district court be confined, euthanized, removed, or the nuisance shall be otherwise abated, as the court shall order. No person shall fail to comply with such an order.

E. Violation of subsections (A)(3), (A)(4) or (A)(5) of this section is a Class 1 misdemeanor. Violation of any other provision of this section is a Class 3 misdemeanor.

F. This section shall not apply to any person while engaged in law enforcement or search and rescue activity; in a supervised formal obedience training class or show; during formally sanctioned field trials; while engaged in lawful hunting with a dog or dogs during open season; or during bona fide hunting or field trial dog training.

G. Enforcement. No person shall be charged with a violation of section 13-6(A), unless the complainant appears before a magistrate and request a summons or warrant be issued charging the violation; except that, when a violation is committed in the presence of an animal control officer, the officer may issue a summons and take other action as set forth in this section.

SEC. II. Effective Date.

This ordinance is effective immediately.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

Approved as to form:

_____
Kathleen Dooley, City Attorney

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Clerk's Certificate

I, the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Ordinance No. 16-11 duly adopted at a meeting of the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____

Tonya B. Lacey, CMC
Clerk of Council

ITEM #8C

MOTION: **March 22, 2016**
Regular Session
SECOND: **Resolution No. 16-__**

RE: **CERTIFICATION OF CLOSED MEETING – City Manager Interviews**

ACTION: **APPROVED: Ayes: 0; Nays: 0**

WHEREAS, the City Council of the City of Fredericksburg has this day adjourned into Closed Meeting in accordance with a formal vote of the Council, and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Freedom of Information Act requires the Council to reconvene in open session and to certify that such Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fredericksburg 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 discuss in the Closed Meeting to which this certification applies, and (ii) only such public business matter as were identified in the Motion by which the said Closed Meeting was convened were heard, discussed or considered by the Council.

-Adjourned into Closed Meeting on March 4 and 5

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

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Clerk's Certificate

I, Tonya B. Lacey the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No. 16-__ duly adopted the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____

Tonya B. Lacey, CMC
Clerk of Council

Architectural Review Board

Supplemental Meeting Minutes
December 15, 2015
City Hall Conference Room
Fredericksburg, Virginia

Members Present
Kerri S. Barile
John Harris
Susan Pates
Sabina Weitzman
Ken McFarland
Jon VanZandt
Jamie Scully

Members Absent

Staff
Erik Nelson

Other staff present: Chuck Johnston

OPENING REMARKS

Dr. Barile called the meeting to order at 6:04 p.m. She introduced Greg Werkheiser and L. Eden Burgess, attorneys at law, and indicated the meeting was to discuss legal matters.

Mr. Scully made a motion for a closed meeting to discuss legal matters related to *City Council of the City of Fredericksburg v. Architectural Review Board*, as allowed under the Virginia Freedom of Information Act, Code of Virginia Section 2.2-3711(A)(7). Mr. Harris seconded. Motion carried 7-0.

Mr. McFarland asked if City employees should be present. Mr. Werkheiser said they should not be there, as they were not being represented by them and their presence could potentially pierce the envelope of attorney/client privilege.

Mr. Nelson and Mr. Johnston withdrew from the meeting.

Upon conclusion of the closed meeting, Mr. VanZandt made a motion to adopt a resolution certifying that the closed session had been properly conducted. Mr. Harris seconded. Motion carried 7-0.

ADJOURN

Upon a motion made and duly seconded, the meeting adjourned at 8:15 p.m.

Kerri S. Barile, ARB Chair

MOTION: VanZandt

SECOND: Harris

December 15, 2015
Supplemental Mtg.
ARB Resolution 15-02

RE: **CERTIFICATION OF CLOSED MEETING**

ACTION: **APPROVED: Ayes:7; Nays: 0**

WHEREAS, the Architectural Review Board of the City of Fredericksburg has this day adjourned into a Closed Meeting in accordance with a formal vote of the Board, and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Freedom of Information Act requires the Architectural Review Board to reconvene in open session and to certify that such a Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the Architectural Review Board of the City of Fredericksburg 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 discuss in the Closed Meeting to which this certification applies, and (ii) only such public business matter as was identified in the Motion by which the said Closed Meeting was convened were heard, discussed or considered by the Architectural Review Board.

-Adjourned into Closed Meeting at	6:04 p.m.
-Adjourned out from Closed Meeting at	8:15p.m.

Votes:
Ayes: Barile, Pates, McFarland, VanZandt, Harris, Scully, Weitzman
Nays: None
Absent from Vote: None
Absent from Meeting: None

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Staff's Certificate

I, Erik F. Nelson the undersigned, certify that I am the Senior Planner for the City of Fredericksburg, Virginia, and that the foregoing is a true copy of ARB Resolution 15-02 duly adopted at the Architectural Review Board meeting held December 15, 2015 at which a quorum was present and voted.

Erik F. Nelson

Motion for Closed Meeting Under
The Virginia Freedom Of Information Act

I move that the Architectural Review Board convene a closed meeting under the Virginia Freedom of Information Act, Code of Virginia Section 2.2-3711(A)(7) in order to discuss:

- **Legal Matters**
  - Consultation with legal counsel pertaining to actual or probable litigation, where such consultation in open session would adversely affect the negotiating or litigating posture of the Architectural Review Board, **OR**
  - Briefing by staff members or consultants, pertaining to actual or probable litigation, where such briefing or consultation in open session would adversely affect the negotiating or litigating posture of the Architectural Review Board.

The legal action is as follows: City Council of the City of Fredericksburg v. Architectural Review Board and NBB LLC

Architectural Review Board

Supplemental Meeting Minutes
February 8, 2016
City Hall Conference Room
Fredericksburg, Virginia

Members Present	**Members Absent**	**Staff**
John Harris, Chair	Jon VanZandt	
Susan Pates		
Sabina Weitzman		
Ken McFarland		
Kerri Barile		
Jamie Scully		

OPENING REMARKS

Mr. Harris called the meeting to order at 6:00 p.m. He noted that the meeting was to discuss legal matters with their attorneys, Greg Werkheiser and L. Eden Burgess, who were present.

Dr. Barile made a motion for a closed meeting to discuss legal matters related to *City Council of the City of Fredericksburg v. Architectural Review Board*, as allowed under the Virginia Freedom of Information Act, Code of Virginia Section 2.2-3711(A)(7). Mr. Skully seconded. Motion carried 6-0.

Upon conclusion of the closed meeting, Dr. Barile made a motion to adopt a resolution certifying that the closed session had been properly conducted. Mr. Skully seconded. Motion carried 6-0.

ADJOURN

Upon a motion made and duly seconded, the meeting adjourned at 7:13 p.m.

John C. Harris

John Harris, ARB Chair

MOTION: Kerri S. Barile

SECOND: Jamie Skully

February 8, 2016
Supplemental Mtg.
ARB Resolution 16-01

RE: **CERTIFICATION OF CLOSED MEETING**

ACTION: **APPROVED: Ayes:6; Nays: 0**

WHEREAS, the Architectural Review Board of the City of Fredericksburg has this day adjourned into a Closed Meeting in accordance with a formal vote of the Board, and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Freedom of Information Act requires the Architectural Review Board to reconvene in open session and to certify that such a Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the Architectural Review Board of the City of Fredericksburg 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 discuss in the Closed Meeting to which this certification applies, and (ii) only such public business matter as was identified in the Motion by which the said Closed Meeting was convened were heard, discussed or considered by the Architectural Review Board.

-Adjourned into Closed Meeting at	6:05 p.m.
-Adjourned out from Closed Meeting at	7:13 p.m.

Votes:
Ayes: Harris, Skully, Barile, Pates, McFarland, Weitzman
Nays: 0
Absent from Vote: VanZandt
Absent from Meeting: VanZandt

****

Staff's Certificate

I, Erik F. Nelson the undersigned, certify that I am the Senior Planner for the City of Fredericksburg, Virginia, and that the foregoing is a true copy of ARB Resolution 16-01 duly adopted at the Architectural Review Board meeting held February 8, 2016 at which a quorum was present and voted.

Erik F. Nelson

Motion for Closed Meeting Under
The Virginia Freedom Of Information Act

I move that the Architectural Review Board convene a closed meeting under the Virginia Freedom of Information Act, Code of Virginia Section 2.2-3711(A)(7) in order to discuss:

- **Legal Matters**
  - Consultation with legal counsel pertaining to actual or probable litigation, where such consultation in open session would adversely affect the negotiating or litigating posture of the Architectural Review Board, **OR**
  - Briefing by staff members or consultants, pertaining to actual or probable litigation, where such briefing or consultation in open session would adversely affect the negotiating or litigating posture of the Architectural Review Board.

The legal action is as follows: City Council of the City of Fredericksburg v. Architectural Review Board and NBB LLC

Minutes
Architectural Review Board
February 8, 2016
Council Chambers, City Hall
Fredericksburg, Virginia

Members Present
John Harris, Chair
Sabina Weitzman, Vice Chair
Susan Pates
Jamie Scully
Kerri S. Barile
Kenneth McFarland

Members Absent
John Van Zandt

Staff
Erik Nelson
Charles Johnston
Phaun Moore

Mr. Harris called the Architectural Review Board meeting to order at 7:30 p.m.

OPENING REMARKS

Mr. Harris determined that a quorum was present and asked if public notice requirements had been met. Mr. Nelson stated they had.

APPROVAL OF AGENDA

Mr. Harris asked if there were any changes or additions to the agenda.

Mr. McFarland added a brief discussion regarding the trees on the Washington Avenue Mall.

Mr. Scully made a motion to accept the agenda as amended. Ms. Weitzman seconded. The motion carried unanimously.

REVIEW OF MINUTES

There were no changes to the meeting minutes from January 11, 2016.

Mr. McFarland made a motion to approve the January 11, 2016 meeting minutes as presented. Dr. Barile seconded. The motion carried unanimously.

DISCLOSURE OF EX PARTE COMMUNICATIONS

Mr. Harris asked if any Board member had engaged in *ex parte* communications on any item before the Board. No one indicated that they had engaged in any ex parte communication.

DISCLOSURE OF CONFLICTS OF INTEREST

Mr. Harris asked if any Board member had a conflict of interest for any item before the Board.

Dr. Barile said she had a conflict with Old Business, Item #2, as she was a member of the project team.

Mr. Scully pointed out that New Business, Item #5, on the agenda was his project and he would be abstaining from any discussion and voting.

APPLICATIONS – OLD BUSINESS (No Public Hearing)

1. **James McGhee – Exterior alterations at 121 Caroline Street, consisting of installation of front porch.**

Mr. McGhee reviewed the revisions that he had made to the application. He said he could not flatten the roof.

Mr. Scully said he supported the changes to the application and asked for clarification on the replacement of the pilasters.

Mr. McGhee explained that the existing pilasters had no function and would be coming off. He said the new ones would be real supporting features, their location determined by the space needed to install a downspout for drainage and the window location.

Dr. Barile said that she had previously stated a metal roof was not appropriate for the time period and asked why they decided to keep a metal roof.

Mr. McGhee said it was because of the curve. The only other option would be a built up roof.

Dr. Barile asked if it would be a standing seam, metal roof and asked what type of treatment it would have.

Mr. McGhee said it would be a prefinished, standing seam, metal roof.

Dr. Barile said the metal roof would be less jarring if it were painted to blend with the shingles.

Ms. Weitzman suggested that they consider a flat seam roof if possible.

Dr. Barile made a motion to approve the application, with the condition that the metal roof be painted to blend with the existing color scheme. Mr. Scully seconded.

Mr. McFarland suggested a friendly amendment that a flat seam roof be installed, if possible. Dr. Barile accepted the friendly amendment. Mr. Scully seconded. The motion carried unanimously.

2. **Fredericksburg City Schools – Exterior alterations at 201 Ferdinand Street (Old Walker Grant School), consisting of installation of mechanical equipment, replacement of windows, addition of improved entryways, and other modifications.**

Susan Pryor and Doug Westmoreland, of Moseley Architects, were present. Mr. Westmoreland gave a short presentation and reviewed their revised plans. He said they would leave one of the entrance canopies. He also noted the bus pull-through area, the dumpster enclosure, and the mechanical screening. He said they could lower the profile of the roof top mechanical units, as had been suggested, and a new proposed color would further subdue their presence. Mr. Westmoreland concluded by reviewing window options.

Dr. David G. Melton, Superintendent of Fredericksburg City Schools, said they were excited to be able to expand the use of the building and looked forward to extensive community use as well.

Ms. Weitzman asked if removing the existing steel windows would be destructive to the building.

Mr. Westmoreland said they will cut them out very carefully because they are also abating asbestos in the glazing.

Mr. Scully reminded the Board that he had spoken previously about the replacement of windows and commented that the Board should hold all projects to the same standard.

Mr. McFarland said he appreciated the changes made to the rooftop mechanical equipment and said that he understood Mr. Scully's concerns regarding the windows. He said the changes were commendable.

Ms. Weitzman agreed that the project was outside the norm of replacing wood windows. She said she thought it was unrealistic to require the retention of inefficient metal windows. Instead, this project was an opportunity to improve the building's energy footprint.

Ms. Pates asked how much the replacement windows cost.

Mr. Westmoreland said the proposed aluminum windows would cost approximately $400,000 compared to $2 million for steel replacement windows. Further, installation of the new steel windows would be more destructive of the historic building.

Mr. Scully asked what the plan was for the existing windows and the awning with signage in the vestibule at the main entrance.

Mr. Westmoreland said the wall was going to be demolished and the signage would be mounted in the lobby. He said the existing canopies were rusted out and were going to be removed due to their poor structural integrity.

Mr. McFarland said he was grateful that the City had the ability to save the school. They are civic buildings and their loss is tragic.

Mr. McFarland said he found the proposed work to be architecturally compatible with the historic aspects of the Historic District and made a motion to approve the exterior alterations at the Original Walker Grant School. Ms. Weitzman seconded. Mr. Scully commended the City on the project and said he thought the sacrifice of the windows was a just compromise. He said

his comments had been to stir a proper discussion. The motion carried 5-0-1 with Dr. Barile abstaining.

APPLICATIONS – NEW BUSINESS (Public Hearing)

3. **Emily A. Rivera – Installation of a non-illuminated 24 inch x 24 inch projecting sign at 1004 Caroline Street.**

The applicant was present. There was no public comment.

Ms. Weitzman said she agreed with the staff memo and made a motion to approve the sign as presented. Ms. Pates seconded. The motion carried unanimously.

4. **John and Wendy Young – Construction of a one-story, 12 foot wide extension to the side of the rear addition of the residence at 128 Caroline Street.**

The applicants were not present. There was no public comment.

Dr. Barile made a motion to approve the addition as presented. Mr. Scully seconded. The motion carried unanimously.

5. **Jamie Scully – Installation of a picket fence (wood) with gates at 240 Charles Street.**

The applicant was present. There was no public comment.

Mr. McFarland said he found the proposed fence to be architecturally compatible with the historic aspects of the Historic District and made a motion to approve the fence as presented. Ms. Weitzman seconded. The motion carried 5-0-1 with Mr. Scully abstaining.

OTHER BUSINESS

1. **Transmittal of Planning Commission agenda.**

Mr. Nelson transmitted the Planning Commission agenda for February 10, 2016.

2. **Discussion of trees on Washington Avenue mall.**

The Board discussed the issue regarding the trees on the Washington Avenue mall. Members of the Board commented that the ARB does not have purview over trees, but suggested individuals weigh in on their own, if they desired.

ADJOURN

Meeting adjourned at 8:38 p.m.

John C Harris

John Harris, ARB Chair

FREDERICKSBURG
ECONOMIC
DEVELOPMENT
AUTHORITY

706 Caroline Street
Fredericksburg, VA 22401

(540) 372-1216
(540) 372-6587 Fax

ECONOMIC DEVELOPMENT AUTHORITY MINUTES (EDA)

February 8, 2016
8:30 a.m. • EDA Regular Meeting
City Hall, The Suite
715 Princess Anne St.
Fredericksburg, VA

The Economic Development Authority of the City of Fredericksburg, Virginia met in regular session on Monday, February 8, 2016 beginning at 8:30 a.m. in the Suite at City Hall.

EDA MEMBERS PRESENT. Chris Hornung, Chair, presiding. Joe Wilson, Bob Carter and Steve D'Lugos.

ABSENT. Tom Crimmins, Amy LaMarca and Michal Colangelo.

ALSO PRESENT. **Germanna Community College:** Dr. David Sam, Ben Sherman, Martha O'Keefe, Jeanne Wesley; **Fredericksburg Today:** Susan Larson; **EDA Counsel:** Blanton Massey; **Department of Economic Development and Tourism:** Bill Freehling, Assistant Director for Economic Development; Amy Peregoy, Economic Development Specialist.

DETERMINATION OF QUORUM. Chris Hornung.

AGENDA. Upon a motion by Steve D'Lugos, seconded by Joe Wilson, the agenda was approved as presented: Ayes (4); Nays (0).

PUBLIC COMMENTS. None.

APPROVAL OF MINUTES. Upon a motion by Bob Carter, seconded by Steve D'Lugos the minutes from the January 11, 2016 meeting were approved: Ayes (4); Nays (0).

PRESENTATION BY DR. DAVID SAM, BEN SHERMAN, MARTHA O'KEEFE, JEANNE WESLEY, GERMANNA COMMUNITY COLLEGE, FRED. CAT: FREDERICKSBURG CENTER FOR ADVANCED TRAINING. Chairman Hornung and Mr. Freehling introduced the representatives from Germanna. Dr. Sam gave a brief history of different recommendations from organizations regarding the lack of trades jobs and apprenticeships within Germanna's program. There are currently ten other programs Germanna offers but they do not fit into the current need in the region and Germanna does not have the space at any other campuses for these programs. The Fredericksburg Center for Advanced Technology (Fred CAT) would offer training in high-demand fields, career programs, apprenticeship training and various certifications. There will be an Employer Advisory Committee. The location will have a makerspace, incubator component. Germanna currently needs approximately 7,500 s.f. of space and has an RFP out. A request was made for $125,000 in funding over 5 years if Fred CAT is located in the city. After a brief question and answer period Chairman Hornung thanked the representatives from Germanna for their presentation. The EDA board will support funding Fred CAT if located in the city. The board authorized Mr. Freehling to draft a performance agreement for review during the March meeting with assistance from Mr. Carter and Mr. D'Lugos.

TREASURER'S REPORT. The financial statement and budget reports for January were accepted and filed with the minutes.

OLD BUSINESS.

a. ***Purchase and Resale 1016 Charles St.*** – Mr. Freehling updated the board the study period will end next week, the contract has been executed by the purchaser with closing to occur mid-March. Chairman Hornung suggested city projects be funded with surplus profit from the sale of the property notably parking. Upon a motion by Steve D'Lugos, seconded by Joe Wilson the board approved for its Chairman, Chris Hornung to execute on behalf of the EDA, the closing documents on the sale of 1016 Charles St., subject to representative counsel review and approval: Ayes (3); Nays (0); Abstain (1).

   Mr. Wilson raised his concern over a parking deck and requested the EDA support his suggested Sophia Street location. Chairman Hornung has attended the last two city council work sessions on the Riverfront Park and the main concern is parking. The Riverfront Park Committee recommended against providing parking within the park. The park is located near the current parking deck.

b. ***EDA Strategic Plan*** – Chairman Hornung tabled the discussion until March meeting.

NEW BUSINESS.

a. ***Fredericksburg VA Main Street, Inc. Funding Request*** – Mr. Freehling gave a brief overview of the FVMS request noting the current reporting included in the meeting packet. Chairman Hornung tabled the discussion until the March meeting. Mr. Carter requested Ms. Glave be asked about the $50,000 line item for the old National Bank building.

   Mr. D'Lugos asked Chairman Hornung if during the city council working sessions if there was discussion or a commitment about restrooms within Riverfront Park. Chairman Hornung noted the design of the park is moving forward but the timing of it is potentially delayed with possible parking issues. A recommendation was made by the committee restrooms be incorporated into the plan next to the parking deck.

b. ***Sprelly, LLC Grant Funding Request*** – Ms. Peregoy gave a brief overview of Mr. Adrian Silversmith's JumpStart! grant request. The board requested Mr. Silversmith resubmit during the next grant cycle due on March 1 to include an updated lease agreement.

COMMITTEE REPORTS. ***Fredericksburg VA Main Street (FVMS) Committee*** – Mr. Crimmins was not present.

STAFF REPORT. Mr. Freehling notified the board the annual business appreciation event would be held on May 3 from 5-7 p.m. at Snowden House.

Mr. Freehling and Ms. Peregoy made a request on behalf of the Treasurer and Commissioner of the Revenue offices in which businesses would not be allowed to apply for an EDA grant if they have not been in compliance within the last year of the current grant cycle. The board felt the program is separate from the collection of city taxes.

Mr. Freehling noted the ED Master Plan would be distributed in the next few months.

CHAIRMAN'S REPORT. Chairman Hornung noted he would be finalizing the Strategic Plan with assistance from Mr. Freehling and Mr. Carter.

BOARD MEMBERS COMMENTS. Mr. D'Lugos questioned if all city businesses and commercial property owners are aware of the EDA grant programs. Chairman Hornung noted grants may be provided within the city limits and are marketed through the economic development website, e-newsletter and staff.

ADJOURNMENT. There being no further business to come before the Economic Development Authority at this time, Chairman Hornung declared the meeting officially adjourned at 9:57 a.m.

Amy Peregoy, Assistant Secretary

ITEM #9A

CITY OF FREDERICKSBURG, VIRGINIA
CITY COUNCIL

MINUTES

Council Chambers, 715 Princess Anne Street
Fredericksburg, Virginia 22401

HON. MARY KATHERINE GREENLAW, MAYOR
HON. WILLIAM C. WITHERS, JR., VICE -MAYOR, WARD TWO
HON. KERRY P. DEVINE, AT-LARGE
HON. MATTHEW J. KELLY, AT-LARGE
HON. BRADFORD C. ELLIS, WARD ONE
HON. DR. TIMOTHY P. DUFFY, WARD THREE
HON. CHARLIE L. FRYE, JR., WARD FOUR

March 2, 2016

The Council of the City of Fredericksburg, Virginia, held a special session on Wednesday, March 2, 2016, beginning at 5:00 p.m. in the Executive Suite of City Hall.

City Council Present. Mayor Mary Katherine Greenlaw, Vice-Mayor William C. Withers, Jr. and Council members Kerry P. Devine, Dr. Timothy P. Duffy and Matthew J. Kelly.

Council Absent. Councilors Bradford C. Ellis and Charlie L. Frye, Jr.

Also Present. Clerk of Council Tonya B. Lacey.

Announcement of Closed Meetings for the Purpose of Interviewing Candidates for the Position of City Manager. Mayor Greenlaw announced that the City Council would be holding closed meetings to interview candidates for the position of City Manager at undisclosed locations during the next 15 days. Vice-Mayor Withers moved to certify the announcement; motion was seconded by Councilor Devine and passed by the following unanimously recorded votes. Ayes (5). Councilors Greenlaw, Withers, Devine, Duffy and Kelly. Nays (0).

Adjournment. There being no further business to come before the Council at this time, Mayor Greenlaw Declared the meeting officially adjourned at 9:40 p.m.

ITEM #9A

_____
Mary Katherine Greenlaw, Mayor

_____
Tonya B. Lacey, Clerk of Council, CMC

ITEM #9B

CITY OF FREDERICKSBURG, VIRGINIA
CITY COUNCIL

MINUTES

Council Chambers, 715 Princess Anne Street
Fredericksburg, Virginia 22401

HON. MARY KATHERINE GREENLAW, MAYOR
HON. WILLIAM C. WITHERS, JR., VICE -MAYOR, WARD TWO
HON. KERRY P. DEVINE, AT-LARGE
HON. MATTHEW J. KELLY, AT-LARGE
HON. BRADFORD C. ELLIS, WARD ONE
HON. DR. TIMOTHY P. DUFFY, WARD THREE
HON. CHARLIE L. FRYE, JR., WARD FOUR

March 8, 2016

The Council of the City of Fredericksburg, Virginia, held a public hearing on Tuesday, March 8, 2016, beginning at 7:31 p.m. in the Council Chambers of City Hall.

City Council Present. Mayor Mary Katherine Greenlaw, Vice-Mayor William C. Withers, Jr. and Council members Kerry P. Devine, Dr. Timothy P. Duffy, Bradford C. Ellis, Charlie L. Frye, Jr. and Matthew J. Kelly.

Also Present. City Manager Beverly R. Cameron, Assistant City Manager Mark W. Whitley, City Attorney Kathleen Dooley, Assistant City Attorney Robert Eckstrom, Planning Services Director Charles Johnston, Development Administrator & Code Enforcement Officer Marne Sherman, Zoning Administrator Michael Craig, Assistant Public Works Director David King, Police Chief David Nye, Budget Manager Deidre Jett, Purchasing Agent Lynn Enders, Historic Resources Planner Kate Schwartz and Clerk of Council Tonya B. Lacey.

Notice of Public Hearings (D16-__ thru D16-__). The Clerk read the notice of the public hearings as they appeared in the local newspaper, the purpose being to solicit citizen input.

Ordinance 16-08, First Read Approved, Vacating an Alley on the Former Free Lance-Star Property at 616 Amelia Street (D16-__). – 1 speaker. Staff gave a brief presentation of the application followed by the public hearing.

Darryl Caldwell, Caldwell Banker, 4840 Southpoint Drive, 22408, said he was in agreement with staff's recommendation and he said the applicant was willing to pay the $23,500 the value of the property. He also requested Council do first and second read.

Vice-Mayor Withers moved to approve Ordinance 16-08, on first read, vacating an alley on the former Free Lance-Star property at 616 Amelia Street and he moved that the applicant pay the $23,500 for the value of the property; motion was seconded by Councilor Devine.

Councilor Kelly said he wanted to see the details of the project before approving the vacation.

The motion passed by the following recorded votes. Ayes (6). Councilors Greenlaw, Withers, Devine, Duffy, Ellis and Frye. Nays (1). Councilor Kelly.

Motion to Suspend the Rules. In order to place Ordinance 16-08 on for second read Vice-Mayor Withers moved to suspend the rules; motion was seconded by Councilor Devine and passed by the following recorded votes. Ayes (6). Councilors Greenlaw, Withers, Devine, Duffy, Ellis and Frye. Nays (1). Councilor Kelly.

Ordinance 16-08, Second Read Approved, Vacating an Alley on the Former Free Lance-Star Property at 616 Amelia Street (D16-__). Vice-Mayor Withers moved to approve Ordinance 16-08, on second read, vacating an alley on the former Free Lance-Star property at 616 Amelia Street and he moved that the applicant pay the $23,500 for the property; motion was seconded by Councilor Devine and passed by the following recorded votes. Ayes (6). Councilors Greenlaw, Withers, Devine, Duffy, Ellis and Frye. Nays (1). Councilor Kelly.

Ordinance 16-09, First Read Approved, Authorizing the Vacation of a Portion of a Public Waterline and Sanitary Sewer Easement at Amelia Square for Sedona Taphouse (D16-__). – 1 speaker. Staff gave a brief staff presentation before the public hearing was heard.

Keith Oster, 8804 General Castle Court, he stated he was in agreement with staff's assessment and said the property needed to be vacated in order to title the property.

Councilor Kelly moved to approve Ordinance 16-09, on first read, authorizing the vacation of a portion of a public waterline and sanitary sewer easement at Amelia Square for Sedona Taphouse; motion was seconded by Vice-Mayor Withers.

Vice-Mayor Withers explained that the reason the City was not charging for this vacation was that the property was only worth about $100.

The motion passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye, and Kelly. Nays (0).

Motion to Suspend the Rules. In order to place Ordinance 16-09 on for second read Councilor Devine moved to suspend the rules; motion was seconded by Vice-Mayor Withers and passed by the following recorded votes. Ayes (6). Councilors Greenlaw, Withers, Devine, Duffy, Ellis and Frye. Nays (1). Councilor Kelly.

Ordinance 16-09, Second Read Approved, Authorizing the Vacation of a Portion of a Public Waterline and Sanitary Sewer Easement at Amelia Square for Sedona Taphouse (D16-__). Councilor Devine moved to approve Ordinance 16-09, on second read, authorizing the vacation of a

portion of a public waterline and sanitary sewer easement at Amelia Square for Sedona Taphouse; motion was seconded by Vice-Mayor Withers and passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye, and Kelly. Nays (0).

Ordinance 16-10, First Read Approved, Providing for Issuance and Sale of a General Obligation Bond Series 2016 of the City of Fredericksburg, Virginia, in an Amount Not to Exceed $14,525,000, and the Form, Details and Payment Thereof (D16-__). – no speakers. Staff gave a brief staff presentation and Councilors Duffy and Devine disclosed that they were members of a business, profession, occupation or group of three or more members affected by the transaction, namely they are employees of the Fredericksburg Public School system. Councilor Frye disclosed that his spouse was a member of a business, profession, occupation or group of three or more members affected by the transaction, namely she is an employee of the Fredericksburg Public School system. Councilor Ellis noted that he would have to abstain due to his business profession.

Councilor Devine moved to approve Ordinance 16-10, on first read, providing for issuance and sale of a General Obligation Bond Series 2016 of the City of Fredericksburg, Virginia, in an amount not to exceed $14,525,000, and the form, details and payment thereof; motion was seconded by Councilor Kelly and passed by the following recorded votes. Ayes (6). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye, and Kelly. Nays (0). Abstained (1) Councilor Ellis.

Adjournment. There being no speakers to come before the Council at this time. Mayor Greenlaw Declared the hearing officially adjourned at 7:54 p.m.

_____

Mary Katherine Greenlaw, Mayor

_____

Tonya B. Lacey, Clerk of Council, CMC

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ITEM #9C

CITY OF FREDERICKSBURG, VIRGINIA
CITY COUNCIL

MINUTES

Council Chambers, 715 Princess Anne Street
Fredericksburg, Virginia 22401

HON. MARY KATHERINE GREENLAW, MAYOR
HON. WILLIAM C. WITHERS, JR., VICE -MAYOR, WARD TWO
HON. KERRY P. DEVINE, AT-LARGE
HON. MATTHEW J. KELLY, AT-LARGE
HON. BRADFORD C. ELLIS, WARD ONE
HON. DR. TIMOTHY P. DUFFY, WARD THREE
HON. CHARLIE L. FRYE, JR., WARD FOUR

March 8, 2016

The Council of the City of Fredericksburg, Virginia, held a regular session on Tuesday, March 8, 2016, beginning at 7:30 p.m. in the Council Chambers of City Hall.

City Council Present. Mayor Mary Katherine Greenlaw, Vice-Mayor William C. Withers, Jr. and Council members Kerry P. Devine, Dr. Timothy P. Duffy, Bradford C. Ellis, Charlie L. Frye, Jr. and Matthew J. Kelly.

Also Present. City Manager Beverly R. Cameron, Assistant City Manager Mark W. Whitley, City Attorney Kathleen Dooley, Assistant City Attorney Robert Eckstrom, Planning Services Director Charles Johnston, Development Administrator & Code Enforcement Officer Marne Sherman, Zoning Administrator Michael Craig, Assistant Public Works Director David King, Police Chief David Nye, Budget Manager Deidre Jett, Purchasing Agent Lynn Enders, Historic Resources Planner Kate Schwartz and Clerk of Council Tonya B. Lacey.

Opening Prayer and Pledge of Allegiance. Council was led in prayer by Councilor Bradford C. Ellis followed by the Pledge of Allegiance led by Mayor Mary Katherine Greenlaw.

Officer Recognized. Mayor Greenlaw recognized the presence of Officer Ted Marrs at this evening's meeting.

Citizen Comment. The following speakers came forward to participate in the citizen comment portion of this evening's meeting.

Robert Deaderick, 1306 Washington Avenue, stated that the resolution that was being present for approval was defective because he does not believe the original plan was an approved plan by Council. He said because of this he believes the propriety of the Taskforce would be questioned. He also said it was a problem that the Taskforce would rely on the Clean and Green Commission as well as the Recreation Commission because of their history and because their interest was in planting trees and not historical interest.

Tammy Beard, 11 Pendleton Road, 22405, Owner of Yellow Cab, stated that they have updated their cabs to include meters for trips outside the City. She said the current zone system in the City was outdated and did not include all the new subdivisions. She said the map was challenging and that a customer could get different charges for the same trip. She asked Council to look into the matter.

Council Agenda Presented. The following items were presented to Council.

7A. Taximeter Rules – Councilor Frye

Taximeter Rules – after public comment on taximeters Councilor Frye asked the staff to provide the rules to determine use of taximeters in the City.

Mayor Greenlaw requested that Chief Nye speak to the topic and he said there was a Taxi Board but they have all expired and no applicants have applied to serve on the Board so the Board was inactive. The last time meters were addressed they were denied by the board.

Councilor Devine said it would be a good time to look at this again because things may have changed over time. She suggested Councilor Frye take the lead.

Vice-Mayor Withers said he would like staff to give some direction on the fares and the differences in prices.

Councilor Ellis suggested bringing back what was submitted the first time to see what Council decides.

Councilor Kelly asked that the zones get clarified under the current zoning.

City Manager's Consent Agenda Accepted for Transmittal as Recommended (D16-__ thru D16-__). Following review and as recommended Councilor Kelly moved approval of the City Manager's consent agenda items; motion was seconded by Councilor Ellis and passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devein, Duffy, Ellis, Frye and Kelly. Nays (0).

- Transmittal of Ordinance Amending City Code Section 2-387 to Change Thresholds for Small Purchases (D16-__).
- Ordinance 16-06, Second Read (Amended), Rezoning Approximately 0.8829 Acres of Land Located 404 Willis Street From Light Industrial I-1 to Commercial Downtown (Conditional) (D16-__).
- Ordinance 16-07, Second Read, Revising the Solid Waste Chapter of the City Code to Address City-Owned Trash Carts, Include Recycling, Revise the Penalties for Violations, Grant Certain Administrative Authority to the Director of Public Works, Hold Lessors Responsible for Vacated Rental Properties, and Delete the Public Works Permit Requirement for Transporting Refuse (D16-__).
- Transmittal of Boards and Commission Minutes
    - Board of Zoning Appeals – November 16, 2015 (D16-__).

- Board of Zoning Appeals – January 5, 2016 (D16-__).
- Recreation Commission – January 21, 2015 (D16-__).

- Announcement Under Va. Code Section 2.2-3712 that the City Council will Hold Closed Meetings Solely for the purpose of Interviewing Candidates for the Position of City Manager at Undisclosed Locations During the Next 15 Days.

Introduction of New Employees. Assistant City Manager Whitley introduced the new Purchasing Agent Mrs. Lynn Enders and City Manager Cameron introduced the new Historic Preservationist Planner Kate Schwartz.

Adoption of Minutes (D16-__). Councilor Ellis moved approval of the February 23, 2016 Work Session, Public Hearing and Regular Session minutes; motion was seconded by Councilor Kelly and passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye, and Kelly. Nays (0).

Resolution 16-23, Approved, Commissioning of a Taskforce for the Purpose of Reviewing Public Comments and Concerns Related to Tree Plantings on the Washington Avenue Mall and Developing a Recommendation of Changes in the Interests of the City (D16-__). Mr. King gave the background on the Washington Avenue Mall stating that it was one of the City owned public right of ways and over the past 10 years the City had been planting trees on the mall. The trees have been planted in cooperative efforts between the City, Fredericksburg Council Garden Clubs, the Clean and Green Commission and Tree Fredericksburg. Many of the tree plantings were celebrated during the Annual Arbor Day

events that have been held at Kenmore since 2005 and where ceremonial trees were planted on the mall. Since 2002, the 1200-1500 blocks of Washington Avenue including 600 Lewis Street were designated as the historic district. This designation included both private properties and the public right of way to include the mall area and its memorials.

In November 2015, a petition was presented outlining concerns with the excessive tree plantings on the mall. The petition was primarily signed by the residents that live on or near the mall. The petition argued that the historic significance of the mall and the value of sight lines were affected because of the trees. The petition states that the City lacked a formal approval process for planting trees on the mall. The petition asked that the city remove trees that obstruct sight lines, transplant memorial trees to a more appropriate location and remediate disturbed areas. Staff developed a plan to address the petitioners concerns and it included holding a public forum, which was held on February 1. This forum was to inform the public of the background for planting trees on the mall including information about the 2008 tree planting plan developed by the City and to allow the petitioners to present their concerns on the impacts caused by the trees with respect to the historic district and sightlines to monuments and homes. Secondly, a public comment period was offered from February 1-15 and approximately 215 written comments were received.

The Taskforce purpose will be to review the comments from the public and ultimately prepare a recommendation to City Council concerning whether changes should be made with respect to trees on the mall. Staff consulted with stakeholders and recommended the following member for the Taskforce: Roy McAfee, Planning Commission Representative; Steve Gaske, Washington Avenue Group Representative;

Emily Taggart, Historic Fredericksburg Foundation, Inc. Representative; Jeanette Cadwallender, City Resident Representative; George Solley, Clean and Green Commission Representative; Michael Spencer, Historic Preservationist Specialist; and David King City Staff Representative. The Taskforce's mission would be to: review the public comments that have been submitted to the City with respect to the current mall tree plan that was presented at the February 1, 2016 public forum; review the concerns that have been raised by the Washington Avenue mall petitioners; coordinate with City staff for any supporting information that may be needed during deliberations; in consideration of the public comments by the community, concerns of the petitioners, and other relevant information, develop a recommendation that best addresses the interests of the community at large with respect to changes to the current tree plan; present the recommendation to the Parks and Recreation Commission and to the Clean and Green Commission for any additional input and considerations and present a final recommendation to the City Council for adoption. The recommendation that is made by the Taskforce and approved by Council will become the official tree plan for the Washington Avenue Mall.

Councilor Kelly thanked staff and said this was a good group of individuals. He addressed comments that were made concerning the Clean and Green Commission and the Recreation Commission but he added that these were the people that had been designated by the City to review but the final decision would come from Council. He did not feel the need to single out Washington Avenue in the review process because there were concerns expressed throughout the community and the impact of trees within the historic

designation. He would like to change the wording from Washington Avenue to Community Concerns.

Councilor Ellis said this was a well-represented group across the community. He asked the risks of not having the language in the resolution about the mall being a historic designation. He also expressed concern that there may not be one plan that will be approved by City Council on how to move forward because he said there seemed to be more than one currently.

Mr. King said if Council would prefer a plan presented by the Taskforce for final approval they could do that and he said there was currently a plan which was the 2008 plan that was presented at the February 1 forum. This was the plan that the staff had been working under for the past few years. This is the plan that would be presented to the Taskforce to determine what direction to go in. In regards to the wording of the historic designation being in the resolution, Mr. King explained that the historic designation document is not a descriptive document but he said the historic character would be part of what the Taskforce use to make its determination.

Councilor Kelly made a motion to approve Resolution 16-23, commissioning of a Taskforce for the purpose of reviewing public comments and concerns related to tree plantings on the Washington Avenue Mall and developing a recommendation of the changes in the interests of the City he also moved to change the wording in the mission statement from Washington Avenue mall to Community Concerns acknowledging this was the Historic District and adding a bullet acknowledging this was a historic designation; motion was seconded by discussion.

Councilor Duffy felt these changes would make this less clear because of the first bullet in the mission statement.

Councilor Frye asked for clarification on whether the Taskforce would be responsible for reviewing the entire City or just the Washington Avenue Mall concerns. Mr. King added that the issue was primarily focused on the Washington Avenue Mall and the petition specifically focused on the Washington Avenue Mall and not the tree plan as a whole.

Councilor Devine said it was important to stick to the mission of why the Taskforce was created and it was created in response to a specific concern and she felt that was the direction in which they should go and once this was resolved, if there were other areas of the city that needed looking at they could be addressed at that time.

City Attorney Dooley suggested adopting the resolution as presented because she stated that the changes that Councilor Kelly was trying to make were already addressed in the resolution within the mission statement.

Councilor Devine made a substitute motion to approve Resolution 16-23, commissioning of a Taskforce for the purpose of reviewing public comments and concerns related to tree plantings on the Washington Avenue Mall and developing a recommendation of changes in the interests of the City; motion was seconded by Councilor Ellis

Councilor Kelly said he would like to see more than one option come forward from the Taskforce.

The motion passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye and Kelly.

Resolution 16-24, Approved, the Spring 2016 Tree Planting Program (D16-__). Vice-Mayor Withers made a motion to delay the vote on this item until the public had an opportunity to weigh in on the program; Councilor Kelly seconded the motion.

City Manager Cameron stated that Mr. King had prepared a presentation that may be helpful to the Council and the public. The Mayor said she would like to see the presentation because it may help to decide whether to delay the vote or not.

Mr. King presented a PowerPoint and in his presentation he covered the Spring 2016 planting overview, he showed that areas where the plantings would occur along 200-300 blocks of William Street, 700-900 blocks of Caroline Street, 400 block of Hanover and part of Charles Street, Lafayette Boulevard and Lafayette Boulevard Corridor, City Shop, Idlewild Phase I as well as other various utility conflict tree replacement, replacement of young trees that have died or were damage and replacement of trees in a few of the parks. Mr. King also discussed the tree planting process. The process that the staff is involved in with the Washington Avenue Mall he would not recommend for the overall urban tree process because it's very intensive. If that is the direction Council would like to go he said the City would need to limit the amount of trees it plants because it would take too much time and efforts to come up with a plan from year to year. Mr. King said prior to the Washington Avenue Mall petition there had been very few complaints with the tree program. He said there has been, on occasion, an issue with location and he has worked with the property owners to resolve those issues. The planting process for this spring began in 2014 and they spoke with the non-profit organization, Tree Fredericksburg and they reached out to the growers to advise them of the City's

plantings and the growers ready the trees that are suitable for street trees. These street trees are grown to have a specific shape and proper form as they grow so they will have proper elevation on the streets. There is a one year advance in working with the growers. In the fall of 2015, the Department of Forestry confirmed the grants award for the utility tree program. He explained that the tree locations were marked and flyers are distributed to the affected neighborhoods. He said he can confirm that the flyers were distributed because he receives the calls. In the spring he said the tree locations are remarked, staff reviews the locations, holes are drilled and tilled back in, volunteers plant the trees and water the trees through the summer and fall. Mr. King said that the process was involved from start to finish and to add the additional public review or oversight it would be more difficult.

Vice-Mayor Withers disagreed stating that most City's have tree plan discussions where people can speak up before trees are planted. He said he could not support this after what they City has been through with the Washington Avenue ordeal.

Councilor Ellis suggested giving businesses the opportunity to opt out of the tree plantings in front of their businesses. He says the trees take away from the business and the ability to market the business directly.

Councilor Devine thanked staff, Clean and Green Commission, Recreation Commission and Tree Fredericksburg because they have put a lot of time into the process. She said she would hesitate to wait on this item because it was prime planting season. She asked what waiting two weeks would do for their process. She suggested maybe voting on parts of the plan and she was concerned because Idlewild had been begging for trees.

Ms. Anne Little with Tree Fredericksburg stated that some of the trees had already been purchased because they were difficult to get so they contacted a nursery in Chesapeake in the fall of 2014. The 60 trees in the utility have been removed by Dominion Power and the replacement trees were purchased in the Spring of 2015 and if they break bud they could not be shipped. She explained that other cities spend $525 to plant a tree and the City spends $175 because there is a gentleman that plants the trees during his spring break for $75.00 each, versus $200-300. This limits him to a week to plant the trees. He plans to drill over 300 holes on Saturday and the following Friday the shipment will be shipped and they will lose the EDA grant if the plantings were not done in the spring. The process was started a year and a half ago and she understood the concerns regarding process but she asked that the process not be changed in the middle of the stream. She explained that they have spent 40-50 hours in Idlewild working on this. The trees are grown specifically for the City and the commitments have already been made.

Vice-Mayor Wither expressed his concern with the process and he wants to allow the public the chance to speak.

Mayor Greenlaw understood the concerns of changing the process mid-stream and she asked if there could be a process change for the fall and Mr. King said they could provide more advanced notice for the fall. Mr. King also said there were some areas that he was sure there would not have any issues for planting this spring and they included the City Shop, Village of Idlewild, the 200-300 block of William Street. He said the majority of the trees being planted this spring should not have any issues. He asked that they be

able to move forward with the spring planting and he would come back with the fall planting request.

Councilor Kelly expressed his concern with the process and he was not comfortable with moving forward on this item as presented.

Vice-Mayor Withers asked if there were any controversial plantings in the spring and Mr. King said there were none. He also asked if the park trees would be controversial and Councilor Devine said the trees in the park were being replaced because the beavers had eaten up the others. Vice-Mayor said since the spring plantings were not controversial he would be comfortable approving the spring plantings only.

Councilor Devine made a substitute motion to approval Resolution 16-24, approving the Spring 2016 Tree Planting Program; motion was seconded by Councilor Duffy.

Mayor Greenlaw suggested that Mr. King present Council with a new process to be followed in the future. She suggested posting the plan on the website in advance to allow the public time to reveiw the process.

The motion passed by the following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye and Kelly.

Ordinance 16-11, Conforming the Dangerous and Vicious Dog Ordinance to State Code, and Amending the Running at Large and Nuisance Animal Ordinance (D16-__). After a brief staff summary Vice-Mayor Withers moved to approve Ordinance 16-11, on first read, conforming the Dangerous and Vicious Dog Ordinance to State Code, and amending the Running at Large and Nuisance Animal Ordinance; motion was seconded by Councilor Devine and passed by the

following recorded votes. Ayes (7). Councilors Greenlaw, Withers, Devine, Duffy, Ellis, Frye and Kelly.

Requesting the Governor To Veto Senate Bill 549 (D16-__). City Attorney Dooley explained that no action was needed on this item because the Governor had already signed the bill. She said she would work on this next year.

Presentation of the City Manager's Recommended Budget for Fiscal 2017 (D16-__). City Manager presented the recommended Fiscal Year 2017. The proposed general fund budget is $90.3 million which was a 1.95 percent increase over the FY 2016 adopted budget. In addition to the general fund, the budget document includes recommendations for operating funds such as city grants, Social Services, Comprehensive Services Act, water, wastewater, stormwater, transit, parking and the Celebrate Virginia South Community Development Authority Fund. The document also includes recommendations for the Capital Budget for FY 2017 along with a recommended Capital Improvements Plan for 2017-2021.

The recommended budget maintains the existing real estate tax rate of $0.82 per $100.00. The real estate has increased $0.08 in the past 3 years to provide for several City Council initiatives. The rate is proposed to stay unchanged for FY 2017.

Major changes in the FY 2017 budget include: 2.0 percent cost of living increase for the City employees, two new positions one E-911 officer and one part-time custodian, full year funding in the operating budget for the Historic Resources Planner and Stormwater Environmental Manager which were added in FY 2016, payment of debt service for the 2016 bond issuance for capital projects (public safety radio system), general fund transfer of $2,506,400 to support capital projects paid by cash, $150,000

increase in City funding for Fredericksburg City Public Schools, 15 percent increase in budgeted health insurance costs, setting up a trust for "Other Postemployment Benefits" (OPEB), and establishing a rate stabilization reserve for future jail costs.

The Capital Improvements Budget totals $18.5 million. The City maintains a strong balance sheet and that gives the flexibility to address many long standing capital improvement needs. Some of the capital improvements are financed through cash reserves that the City had accumulated, some are financed through the 2016 bond issue and others are financed through state and federal transportation revenues. Major capital projects include the Original Walker-Grant school renovations, Caroline Street water line replacement, lower Caroline Street sewer line replacement, public safety radio system upgrade, $1.4 million pavement rehabilitation, Riverfront Park design and the development of construction documents, Fall Hill Avenue and Mary Washington Boulevard widening, bridge replacement over I-95 (City share $2.9 million), technology and telecommunications replacement, ambulance replacement for Fredericksburg Rescue Squad, development of small area plans to address planning issues in specific neighborhoods, police cameras (body worn and vehicle), E-911 center improvements, school bus parking facility, Renwick Building stabilization and Memorial Park restrooms.

City Manager Cameron said the City had some economic growth and there had been new business development as well an increase in consumer activity, there were modest increases in real estate, meals and lodging taxes. The other revenue sources for the City have remained relatively flat. The overall forecast for the general fund includes $1.24 million in new revenue. The real estate values are currently under review and the results will be available mid-April.

The recommended budget continues to reflect Council's goals and initiatives. Many of the initiatives were complex and required multi-year commitments. The FY17 recommended budget advances Council's vision in a variety of key policy areas such as education, public safety, environmental stewardship and historic research protection.

Mr. Cameron recommended two major initiatives that would help the City in the planning for future financial obligations. The initiatives were to set up an OPED trust and provide advanced funding of $1 million in the trust and secondly assigning a fund balance of $1.25 million to serve as a rate stabilization reserve for future costs associated with the Rappahannock Regional Jail and the Juvenile Detention Center. He believes these initiatives were important to the long term fiscal health of the City government.

City Manager's Report and Council Calendar (D16-__ thru D16-__). City Manager Cameron asked if there were any questions regarding the Manager's report or the Council Calendar. Activities highlighted on the report were as follows: Parking Promotion Occurring Near 'Restaurant Row', Dominion Virginia Poser Announces Plans to Rebuild an Existing High-Voltage Transmission Line, EDT Quarterly Retail Report Shows Lower Vacancy Rates, New City Hall Voice over IP Phone System, Hours for the Dorothy Hart Community Center, Cox Communications Awards Funding to Parks and Recreation and Public Facilities, Storage Facility Leased for Fire Department and Park, Recreation and Public Facilities, Sergeant Peterson Retires for Second Time form Fredericksburg Police Department, Fredericksburg Police Department Provides Safety Seminar for Faith-Based Organizations and Face the River Initiative Update.

Adjournment. There being no further business to come before the Council at this time, Mayor Greenlaw Declared the meeting officially adjourned at 9:47 p.m.

_____
Mary Katherine Greenlaw, Mayor

_____
Tonya B. Lacey, Clerk of Council, CMC

ITEM #10A

MEMORANDUM

TO: Beverly R. Cameron, City Manager
FROM: Mark Whitley, Assistant City Manager
RE: Ordinance Issuing $14,525,000 in General Obligation Bonds to Finance the Renovation of the Original Walker-Grant School and the Purchase of a Public Safety Radio System
DATE: March 1, 2016 *{Update March 14, 2016}*

ISSUE

Shall City Council approve an ordinance issuing $14,525,000 in General Obligation bonds through the Virginia Resources Authority spring bond pool for the renovation of the Original Walker-Grant School and the purchase of a new public safety radio system?

RECOMMENDATION

{Update: Staff recommends adopting the attached ordinance on second reading, providing final approval. A public hearing was held on March 8, 2016, and no public testimony was received. First reading of the ordinance was also completed on March 8, 2016.}

Original Memorandum - Staff recommends holding the public hearing on the issuance of bonds as advertised, and receiving and considering any public testimony. Staff further recommends that after the hearing, Council consider and approve on first reading the attached ordinance issuing the bonds. The ordinance references a financing agreement, which is also attached to this memorandum.

BACKGROUND

The Fredericksburg City Public Schools is currently in the process of renovating the Original Walker-Grant School. The City is also working with Stafford County on the purchase of a new public safety radio system. The City has been working with the Virginia Resources Authority to finance these improvements.

The City has applied to the Virginia Resources Authority for participation in their spring bond pool. The VRA is requesting that all local ordinances be approved by April 1st for spring bond pool participants. The VRA will be going to the bond market in mid-May, and anticipates closing at the end of May.

The City's bond counsel prepared the attached ordinance for City Council review on first reading. If Council approves the attached resolution, then the staff will bring back the ordinance on second reading on March 22, 2016.

Policy Debt Margin Analysis
The City's policy is that net debt will not exceed 4.8% of the total assessed value of real estate in the City. This is more restrictive than the legal debt limit of 10% of taxable assessed value in the Virginia Constitution. As of the close of FY 2015, the City's total net debt applicable to the debt limit was $105,466,742; and the debt margin was calculated as $112,662,723. The addition of $14,525,000 of debt reduces the debt margin to approximately $98 million.

The City's policy debt margin will be recalculated as a result of the general property re-assessment, and every year there are changes to the tax base as a result of development or other changes to assessments. The City also makes annual principal payments on its outstanding debt every year, thus creating additional debt margin.

Ordinance and Financing Agreement Description
The City's request to issue debt is part of a larger VRA bond issue. The Financing Agreement discusses the City's obligation as the local bond – which is our obligation to the VRA. The VRA will pool our issue with other issuers for the VRA bonds, and will use our debt service payments, and the payments of the other participants, to pay the bondholders for the pool.

The City is responsible for paying the VRA in a timely fashion, and for maintaining compliance with federal regulations regarding issuance of debt for public purposes. For example, the City must file our annual audit with a federal clearinghouse, and must ensure that the Original Walker-Grant School stays in public use.

Should the City wish to pre-pay (through, say, a refinancing) our portion of the VRA bonds, the financing agreement requires that the City set up an escrow to cover cost of VRA's obligations until the call date plus VRA's fees for the life of the issue (discounted back to the time of pre-payment). The VRA also retains the option of refinancing the entire pool, should conditions warrant, in which case the City would benefit.

FISCAL IMPACT

The application structures the deal in two parts. The radio system is to be financed over ten years. The school portion of the debt will be financed over twenty years. In addition, the City staff has requested that VRA defer the FY 2017 principal payment on the school portion of the debt and capitalize the first two semi-annual interest payments. This will allow the City to reduce the FY 2017 debt service payment. The deferral of the debt service on the school portion also more closely matches the benefit of the project to the debt service schedule, as the building renovation will not be completed until FY 2018.

The City's financial advisor has created a draft debt service table based on the current interest rate environment. It is important to note that this is a draft table for planning purposes only, and

does not represent the final debt service table. The final debt service table will not be available until the VRA goes to the bond market later this spring.

Proposed 2016 VRA – General Obligation
Draft – Debt Service Schedule – For Planning Purposes Only

Fiscal Year	Public Safety Radios	School – Adjusted for Capitalized Interest in FY 2017	Net Debt Service Payments
FY 2017	218,362.50	-	218,362.50
FY 2018	220,475.00	861,712.50	1,082,187.50
FY 2019	219,931.25	864,250.00	1,084,181.25
FY 2020	218,431.25	864,493.75	1,082,925.00
FY 2021	221,618.75	864,118.75	1,085,737.50
FY 2022	219,500.00	863,125.00	1,082,625.00
FY 2023	221,143.75	859,462.50	1,080,606.00
FY 2024	221,400.00	862,793.75	1,084,193.75
FY 2025	221,143.75	859,975.00	1,081,118.75
FY 2026	220,375.00	861,000.00	1,081,375.00
FY 2027	-	860,743.75	860,743.75
FY 2028	-	859,206.25	859,206.25
FY 2029	-	856,387.50	856,387.50
FY 2030	-	857,156.25	857,156.25
FY 2031	-	856,387.50	856,387.50
FY 2032	-	854,081.25	854,081.25
FY 2033	-	855,106.25	855,106.25
FY 2034	-	854,337.50	854,337.50
FY 2035	-	851,775.00	851,775.00
FY 2036	-	852,287.50	852,287.50
FY 2037	-	850,750.00	850,750.00
Total	2,202,381.25	17,169,150.00	19,371,531.25

Proposed Debt Service Schedule – General Fund
Draft – Current Schedule + 2016 VRA Debt

Fiscal Year	Current General Fund Debt Service	Proposed 2016 VRA – For Planning Purposes Only	Total General Fund Debt Service[1]
FY 2017	7,256,190	218,362	7,474,552
FY 2018	7,252,017	1,082,187	8,334,204
FY 2019	6,919,695	1,084,181	8,003,876
FY 2020	6,906,647	1,082,925	7,989,572
FY 2021	6,430,914	1,085,737	7,516,651
FY 2022	6,425,229	1,082,625	7,507,854
FY 2023	6,248,193	1,080,606	7,328,799
FY 2024	6,257,058	1,084,193	7,341,251
FY 2025	6,247,734	1,081,118	7,328,852
FY 2026	6,253,885	1,081,375	7,335,260
FY 2027	5,799,354	860,743	6,660,097
FY 2028	5,798,410	859,206	6,657,616
FY 2029	5,607,962	856,387	6,464,349
FY 2030	5,611,836	857,156	6,468,992
FY 2031	2,242,852	856,387	3,099,239
FY 2032	2,244,576	854,081	3,098,657
FY 2033	2,243,031	855,106	3,098,137
FY 2034	2,243,008	854,337	3,097,345
FY 2035	2,241,238	851,775	3,093,013
FY 2036	2,138,925	852,287	2,991,212
FY 2037	2,136,538	850,750	2,987,288
FY 2038	2,139,638	-	2,139,638

The FY 2016 original adopted General Fund totals $88,560,255, and the debt service transfer is $7,303,040. Debt service as a % of the General Fund is 8.25%. Should the City Council adopt the attached ordinance, the debt service payments will peak in FY 2018, after which the 1998 Bonds (which were refunded in 2009) will be retired, providing some savings. The FY 2018 debt service transfer remains below 10% of the current FY 2016 General Fund.

However, the FY 2018 budget will need to include an increase in the debt service of just over $1 million. An increase of that level will be difficult to absorb in the budget without increasing revenue. For planning purposes and to give a sense of scale, the FY 2018 increase in debt service would require the equivalent of an increase in the real estate tax rate of three cents per $100 in valuation. Please bear in mind that the current re-assessment may alter the "per-penny" revenue calculation as we discuss future budgets.

[1] These totals do not include the credits the City received for two advance refundings of the 2004 VPSA School Bonds, which reduce the transfer to debt service in the General Fund by $153,884 through FY 2030.

This analysis does not take into account any future debt service requirements, which will be necessary to complete the major projects in the capital improvements plan that will be considered by City Council in the upcoming budget review process.

Attachments: Ordinance
Local Bond Sale and Financing Agreement

cc: Clarence Robinson, Director of Fiscal Affairs
David Melton, Superintendent, FCPS
David Baker, Director of Finance, FCPS
Kathleen Dooley, City Attorney

ORDINANCE NO. 16-____

ORDINANCE PROVIDING FOR ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, SERIES 2016 OF THE CITY OF FREDERICKSBURG, VIRGINIA, IN AN AMOUNT NOT TO EXCEED $14,525,000, AND THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, in accordance with Resolution No. 16-14, the City Manager, on behalf of the City of Fredericksburg, Virginia (the "City"), applied to the Virginia Resources Authority ("VRA") to provide financing for the renovation of the original Walker-Grant school property and for new and upgraded public safety radio equipment for the City's Police, Fire and EMS Departments (collectively, the "Project") through the purchase by VRA of the City's general obligation bond (the "Bond");

WHEREAS, VRA will provide funds to purchase the City's Bond from the proceeds of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (the "VRA Bonds"), to be issued in accordance with the terms of a Local Bond Sale and Financing Agreement, between VRA and the City to be dated on or about April 1, 2016 (the "Financing Agreement"), a draft of which has been presented to this meeting;

WHEREAS, the Financing Agreement shall indicate that the City requested the sum of [$14,575,000] (or such other amount as may be requested in writing by the City and approved by VRA prior to the sale of the VRA Bonds) (the "Proceeds Requested");

WHEREAS, VRA's objective is to pay the City a purchase price for the Bond which, in VRA's judgment, reflects its market value (the "VRA Purchase Price Objective") taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA, collectively the "VRA Costs"), and other market conditions relating to the sale of the VRA Bonds;

WHEREAS, VRA has advised the City that the sale of the VRA Bonds is tentatively scheduled for May 11, 2016, but, subject to market conditions, may occur prior to or after such date, and, in the event the Bond is not purchased by VRA on the scheduled sale date, the Bond may be sold to VRA under substantially the same terms and conditions on such other date;

WHEREAS, such factors are expected to result in the City receiving a purchase price other than the par amount of the Bond and consequently (i) the aggregate principal amount of the Bond may be greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Bond set forth in paragraph 3 of this Ordinance does not exceed the Proceeds Requested by at least the amount of the VRA Costs and any original issue discount, the amount to be paid to the City, given the VRA Purchase Price Objective and market conditions, will be less than the Proceeds Requested; and

WHEREAS, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended (the "Virginia Code"), on March 8, 2016, the Council held a public hearing on the issuance of the Bond to finance the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, VIRGINIA, AS FOLLOWS:

1. **Authorization of Bond and Use of Proceeds**. The Council hereby determines that it is advisable to cause the City to contract a debt and to issue the Bond in an aggregate principal amount not to exceed $14,525,000. The Bond shall be designated as the City of Fredericksburg, Virginia, General Obligation Bond, Series 2016. The issuance and sale of the Bond under the terms of this Ordinance is authorized. The proceeds from the issuance and sale of the Bond shall be used, along with other available City funds, if any, to (i) finance the Project, and (ii) pay the costs of issuing the Bond.

2. **Award and Sale to the Virginia Resources Authority**. The award and sale of the Bond to or at the direction of VRA is authorized. The Bond shall be delivered to or upon the order of VRA upon VRA's payment of the purchase price to be set forth in the Financing Agreement.

3. **Details of Bond**. The Bond shall be issued as a single fully registered bond. The Council authorizes the issuance and sale of the Bond on terms as shall be determined by VRA subject to VRA's Purchase Price Objective and market conditions described above; provided, however, the Bond (i) shall be in an aggregate principal amount of the Bond not to exceed $14,525,000, (ii) shall have a true interest cost not to exceed 4.0% (exclusive of Supplemental Interest (as defined in the Financing Agreement)), (iii) shall have a final maturity not later than December 31, 2036, and (iv) shall be subject to prepayment upon the terms set forth in the Financing Agreement. Subject to the preceding terms, the Council further authorizes the City Manager to accept the final terms presented by VRA, including (a) the final principal amount of the Bond and (b) the amortization schedule (including the principal installment dates and amounts) for the Bond.

If the limitation on the maximum aggregate principal amount of the Bond set forth in this paragraph 3 restricts VRA's ability to generate the Proceeds Requested, taking into account the VRA Costs, the VRA Purchase Price Objective and market conditions, the City Manager is authorized to accept a purchase price for the Bond at an amount less than the Proceeds Requested.

As set forth in the Financing Agreement, the City agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish a VRA Reserve. The principal amount of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America.

4. **Payments under Financing Agreement**. The City agrees to pay all amounts required by the Financing Agreement, including any "Supplemental Interest," as provided therein.

5. **Redemption of Bond**. The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Financing Agreement. The City may, at its option, redeem, prepay or refund the Bond upon the terms set forth in the Financing Agreement.

6. **Pledge of Full Faith and Credit**. The full faith and credit of the City are irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the City 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 City sufficient to pay when due the principal of, premium, if any, and interest on the Bond.

Hereby specifically approved for inclusion in the Financing Agreement is the provision providing that VRA may take action to the extent permitted by law pursuant to Sections 15.2-2659 and 62.1-216.1 of the Virginia Code, commonly referred to as the "state-aid intercept."

7. **Approval of Financing Agreement**. The Financing Agreement is approved in substantially the form presented to this meeting, with such changes, insertions or omissions as may be approved by the City Manager whose approval shall be evidenced conclusively by the execution and delivery of the Financing Agreement on the City's behalf. The City Manager is authorized to execute and deliver the Financing Agreement and such other documents and certificates as such officer may consider necessary in connection therewith.

The actions of the City Manager in accepting the final terms of the Financing Agreement and the Bond shall be conclusive, and no further action shall be necessary on the part of the Council.

8. **Form, Execution and Delivery of the Bond**. The Bond shall be issued as a typewritten bond in substantially the form of Exhibit A attached hereto with such variations, insertions, or deletions as may be approved by the City Manager. The Mayor or Vice Mayor is authorized and directed to execute the Bond and the City Clerk or Deputy City Clerk is authorized and directed to affix the seal of the City thereon and to attest such seal. Such officers are further authorized and directed to deliver the Bond to or at the direction of VRA upon payment of the purchase price set forth in the Financing Agreement. The City Manager's approval or determination of all of the details and provisions of the Bond that have been authorized and/or directed to be approved or determined in accordance with this Ordinance shall be evidenced conclusively by the execution and delivery of the Bond on the City's behalf.

9. **Registration, Transfer and Exchange**. The Director of Fiscal Affairs is hereby appointed as the City's registrar and transfer agent (the "Registrar") to keep books for the registration and transfer of the Bond, to authenticate the Bond and to make such registrations and transfers under such reasonable regulations as the Council may prescribe.

Upon surrender for transfer or exchange of the Bond at the office of the Registrar, the applicable City officials shall execute and deliver in the name of the transferee or transferees a new Bond in a principal amount equal to the Bond surrendered and of the same form and maturity and bearing interest at the same rate or rates as the Bond surrendered. If presented for transfer, exchange, redemption or payment, the Bond shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Bond may be registered to bearer.

A new Bond delivered upon any transfer or exchange shall be a valid limited obligation of the City, evidencing the same debt as the Bond surrendered and shall be secured by and entitled to all of the security and benefits of this Ordinance and the Financing Agreement to the same extent as the Bond surrendered.

10. **Preparation of Printed Bond**. The City shall initially issue the Bond in typewritten form. Upon request of the registered owner and upon presentation of the Bond at the office of the Registrar, the City shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in denominations of $5,000 and multiples thereof or such other amount requested by VRA, of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice Mayor, and the City's seal is to be affixed thereto and attested by the City Clerk or Deputy City Clerk; provided, however, that if both such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled.

11. **Charges for Exchange or Transfer**. No charge shall be made for any exchange or transfer of a Bond, but the Registrar may require payment by the registered owner of the Bond

of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

12. **Mutilated, Lost, Stolen or Destroyed Bond**. If a Bond has been mutilated, lost, stolen or destroyed, the applicable City officials shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon delivery to the Registrar and cancellation of, such mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond; provided, however, that the City shall execute, authenticate and deliver a new Bond only if the registered owner thereof has paid the reasonable expenses and charges of the City in connection therewith and, in the case of a lost, stolen or destroyed Bond (i) has filed with the Registrar evidence satisfactory to him or her that such Bond was lost, stolen or destroyed and that the holder of the Bond was the registered owner thereof and (ii) has furnished to the City indemnity satisfactory to the Registrar. If the Bond has matured, instead of issuing a new Bond, the City may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

13. **Disclosure Documents**. The City authorizes and consents to the inclusion of information with respect to the City to be contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds, a portion of the proceeds of which will be used to purchase the Bond. If appropriate, such disclosure documents shall be distributed in such manner and at such times as any of them shall determine. The City Manager is authorized and directed to take whatever actions are necessary and/or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

14. **Tax Documents**. The City Manager and the Director of Fiscal Affairs, either of whom may act, are authorized to execute a Nonarbitrage Certificate and Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Bond and containing such covenants as may be necessary in order for the VRA Bonds to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The City covenants that the proceeds from the issuance and sale of the Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Bond and that the City shall comply with the other covenants and representations contained therein.

15. **SNAP Investment Authorization**. The City has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the City has determined to authorize the Director of Fiscal Affairs, and/or acknowledge and consent to the trustee for the VRA Bonds, to utilize SNAP in connection with the investment of the proceeds of the Bond. The City acknowledges the Treasury Board of the Commonwealth is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the Contract.

16. **Further Actions; Authorized Representative**. All officers and agents of the Council and the City are authorized and directed to take such further actions in conformity with

the purpose and intent of this Ordinance as may be necessary or appropriate in connection with the issuance and sale of the Bond, and the execution, delivery and performance of the Financing Agreement, including the execution and delivery on behalf of the City of such instruments, documents or certificates as necessary or appropriate to carry out the transactions contemplated by this Ordinance. All actions previously taken by such officers and agents in connection with the issuance and sale of the Bond are ratified and confirmed. The City Manager is designated the City's Local Representative for purposes of the Financing Agreement.

17. **Filing of Ordinance**. The City Attorney is authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City of Fredericksburg pursuant to Sections 15.2-2607, 15.2-2627 and 15.2-2653 of the Virginia Code.

18. **Repeal of Conflicting Ordinances**. All Ordinances are repealed to the extent they are inconsistent with this Ordinance.

19. **Effective Date**. This Ordinance shall take effect immediately.

Approved as to form:

_____
Kathleen Dooley, City Attorney

First Reading:_____ **Second Reading:_____**

At a regular meeting of the City Council of the City of Fredericksburg, Virginia, held on the ____ day of March, 2016, at which the following members were present and absent:

PRESENT:

ABSENT:

Ordinance No. 16-____ entitled "Ordinance Providing for Issuance and Sale of a General Obligation Bond, Series 2016 of the City of Fredericksburg, Virginia, in an Amount Not to Exceed $14,525,000, and the Form, Details and Payment Thereof" was adopted by the 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

The undersigned City Clerk of the City of Fredericksburg, Virginia, certifies that the following ordinance constitutes a true and correct extract from the minutes of a regular meeting of the Council held on the _____ day of March, 2016, and of the whole thereof so far as applicable to the matters referred to in such extract, adopted by the foregoing vote at such meeting at which the foregoing members were present and absent.

WITNESS my signature and the seal of the City of Fredericksburg, Virginia, this ___ day of March, 2016.

(SEAL)

_____
City Clerk, City of Fredericksburg
Virginia

4822-3521-2078.1

EXHIBIT A

(BOND FORM)

REGISTERED **REGISTERED**

No. R-__ **$_____**

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

CITY OF FREDERICKSBURG

GENERAL OBLIGATION BOND, SERIES 2016

INTEREST RATE	**DATED DATE**
_____%	**_____ ___, 2016**

REGISTERED OWNER: VIRGINIA RESOURCES AUTHORITY

PRINCIPAL AMOUNT:

The **CITY OF FREDERICKSBURG, VIRGINIA** (the "City"), for value received, promises to pay, upon surrender hereof at the office of the Director of Fiscal Affairs of the City (the "Registrar"), to the registered owner hereof, initially Virginia Resources Authority ("VRA"), or registered assigns or legal representative (the "Registered Owner"), the principal amount stated above in annual installments in the amounts and on the dates set forth in Schedule I attached hereto, and to pay interest hereon semiannually on each April 1 and October 1, beginning _____ 1, 201__, at the annual interest rates set forth in Schedule I. Interest, calculated on a 30 day month / 360 day year basis, is payable (a) from the dated date set forth above, if this bond is authenticated prior to _____ 1, 201__, or (b) otherwise from the _____ 1 or _____ 1 that is, or immediately precedes, the date on which this bond is authenticated (unless payment of interest hereon is in default, in which case this bond shall bear interest from the date to which interest has been paid).

If any installment of principal of and interest on this bond is not paid to the registered owner of this bond within ten days after its due date, the City shall pay to the Registered Owner a late payment charge in an amount equal to five percent (5%) of the overdue installment.

Subject to the provisions of the Local Bond Sale and Financing Agreement dated as of _____, 2016 (the "Financing Agreement"), between VRA and the City, so long as this bond is held by or for the account of VRA or its registered assigns or legal representative, interest is payable by (i) check or draft mailed to the Registered Owner of this bond at the address that

appears on the 15th day of the month preceding each interest payment date on the registration books kept by the City Director of Fiscal Affairs, who has been appointed bond registrar and paying agent (the "Registrar"), or (ii) wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner, except that the final payment is payable upon presentation and surrender of this bond at the office of the Registrar. Principal of and premium, if any, and interest on this bond shall be payable in lawful money of the United States of America. In case the payment date on this bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

The bond is issuable as a fully registered bond in the denomination of the principal amount thereof. Upon surrender of this bond at 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 City shall execute, and the Registrar shall authenticate 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 names as requested by the then registered owner hereof or his duly authorized attorney or legal representative, all subject to the limitations and conditions provided in the ordinance providing for the issuance of the bonds. Any such exchange shall be at the expense of the City, 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, other than taxes or governmental charges of the City.

This bond is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia (the "Commonwealth"), including the Public Finance Act of 1991, and an ordinance adopted by the City Council on March __, 2016, to finance the renovation of the Walker-Grant school building and upgrade and replacement of the City's public safety radio system.

The full faith and credit of the City are irrevocably pledged for the payment of principal of, premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City 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 City sufficient to pay when due the principal of, premium, if any, and interest on this bond.

If any failure of the City to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this bond results in a withdrawal from any VRA Reserve (as defined in the Financing Agreement), the interest rates applicable to this bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings and/or pay any interest, fees or penalties assessed as a result of the drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The term "interest" as used in this bond shall include Supplemental Interest, when and if payable. The City's obligation to pay Supplemental Interest shall commence

on the date of VRA's withdrawal of funds from the VRA Reserve occasioned by the City's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The City's obligation to pay Supplemental Interest shall terminate on the date on which the City remedies such failure to pay by making all payments required but outstanding since the date of such failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this bond, VRA shall deliver to the City a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

This bond may be redeemed, prepaid or refunded at the option of the City upon the terms set forth in the Financing Agreement.

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 shown as owner on the registration books on the first day of the month of such interest payment date.

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

This bond shall not be valid until the Registrar shall have executed the Certificate of Authentication appearing hereon and inserted the date of authentication hereon.

IN WITNESS WHEREOF, the City of Fredericksburg, Virginia, has caused this bond to be signed by the signature of its Mayor, its seal to be affixed or printed hereon and attested by its City Clerk, and this bond to be dated the dated date set forth above.

_____(FORM)_____
Mayor,
City of Fredericksburg, Virginia

(SEAL)

ATTESTED:

_____(FORM)_____
City Clerk,
City of Fredericksburg, Virginia

CERTIFICATE OF AUTHENTICATION

Date Authenticated: _____

This bond is the bond described in the within-mentioned ordinance.

Director of Fiscal Affairs of the City, as Registrar

By: ___(FORM)_____
Authorized Officer

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, 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: _____

_____
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.

Signature Guaranteed:

NOTICE: Signature(s) of the transferor of this bond must be guaranteed by an institution participating in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

Please affix signature guarantee ink stamp below with appropriate signature, title of officer and date: _____.

SCHEDULE I TO
CITY OF FREDERICKSBURG, VIRGINIA
GENERAL OBLIGATION BOND
SERIES 2016

Principal Installment Number	Principal Installment Amount	Principal Installment Due Date	Interest Rate

[to be completed after pricing of VRA Bonds]

General Obligation
New Money

LOCAL BOND SALE AND FINANCING AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY

and

CITY OF FREDERICKSBURG, VIRGINIA

Dated as of April 1, 2016

Virginia Resources Authority
Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2016

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LOCAL BOND SALE AND FINANCING AGREEMENT

This **LOCAL BOND SALE AND FINANCING AGREEMENT** is dated as of April 1, 2016, and is between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), and the **CITY OF FREDERICKSBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "Local Government").

A. VRA intends to issue its Related Series of VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to acquire from the Local Government the Local Bond, as hereinafter defined.

B. VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related to the purchase of the Local Bond, the application of the proceeds thereof, the payment of the debt service thereon and the security therefor, and the use and maintenance of the Related Financed Property, as hereinafter defined.

NOW, THEREFORE, VRA and the Local Government agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 **Definitions**. Each capitalized term contained in this Agreement has the meaning set forth below:

"2016A Acquisition Fund" has the meaning set forth in the Related Supplemental Series Indenture.

"Act" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Local Bond Sale and Financing Agreement dated the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"Business Day" means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

"Closing Date" means May 25, 2016, or such other date as may be determined by VRA.

"Consulting Engineer" means the Local Engineer or the Outside Engineer.

["County Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government, Stafford County and VRA, as modified, altered, amended and supplemented.]

"Effective Date" means April 1, 2016.

"Event of Default" has the meaning set forth in Section 10.1.

"Financing Parameters" means the parameters established by the governing body of the Local Government regarding the terms and conditions of the Local Bond, which may include a maximum paramount, maximum "true" interest cost or targeted savings.

"Fiscal Year" means the 12-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another 12-month period as its annual accounting period such other 12-month period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Local Account" means the local account established for the Local Bond within the 2016A Acquisition Fund.

"Local Authorization" means the ordinance adopted on March 22, 2016, by a majority of the members of the governing body of the Local Government approving (i) the transactions contemplated by and authorizing the execution and delivery of the Local Bond Documents and (ii) the execution, issuance and sale of the Local Bond subject to the Financing Parameters.

"Local Bond" means the Local Government's [NAME OF LOCAL BOND], issued in the original principal amount set forth in Schedule 1.1, as such bond may be amended or modified.

"Local Bond Documents" means this Agreement and the Local Tax Document.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project and (iii) is subject to VRA's reasonable approval.

"Local Government" means the City of Fredericksburg, Virginia.

"Local Representative" means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government and (iii) any other official or employee of the Local Government authorized by ordinance of the governing body of the Local Government to perform the act or sign the document in question.

"Local Tax Document" means the [County Tax Document and the School Tax Document].

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Outside Engineer" means a firm of independent consulting engineers with recognized standing in the field of radio communications or structural engineering, as applicable, and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

"Proceeds Requested" means [$_____].

"Project" means the projects described in Exhibit B.

"Project Budget" means the budget for the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

"Purchase Price" has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government from the sale of the Local Bond to VRA. The Purchase Price of the Local Bond will be determined by adding to or subtracting from the portion of the par amount of the Related Portion of VRA Bonds the Local Government's share of the net original issue premium or discount on the Related Series of VRA Bonds and by subtracting from the par amount of the Related Portion of VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to any applicable VRA Reserve. It is acknowledged that the Purchase Price does not include any accrued interest on the Local Bond from its dated date to the Closing Date.

"Registrar" means the officer or employee of the Local Government designated under the Local Authorization to maintain the registration books for the Local Bond.

"Related Financed Property" means the land, building, equipment and other property, the acquisition, construction, renovation, or equipping of which was financed by the Local Bond as part of the Project.

"Related Portion of VRA Bonds" means the portion of the Related Series of VRA Bonds allocable to the Local Bond (as determined by VRA), including any bonds issued by VRA to refund such Related Series of VRA Bonds in whole or in part.

"Related Series of VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2016A (or such other series of Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program that is specified in Schedule 1.1), in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the Related Series of VRA Bonds in whole or in part.

"Related Supplemental Series Indenture" means the Thirty-Fifth Supplemental Series Indenture of Trust dated as of November 1, 2015, between VRA and the Trustee, as modified,

altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Revenue Fund" has the meaning set forth in the Master Indenture.

"Sale Date" means May __, 2014, or such other date specified in Schedule 1.1.

[**"School Tax Document"** means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government, the Fredericksburg City Public School Board and VRA, as modified, altered, amended and supplemented.]

"Supplemental Interest" has the meaning set forth in Section 6.1.

"Stafford County" means the County of Stafford, Virginia.

"System Use Agreement" means the Radio Communications System Use Agreement dated December 20, 2015, between the Local Government and Stafford County, which provided for the use by the Local Government of Stafford County's emergency radio communications system.

"Trustee" means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Related Supplemental Series Indenture, or its successors serving in such capacity.

"Virginia SNAP" means the Commonwealth of Virginia State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

"VRA Bonds" means the Related Series of VRA Bonds and any additional bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

Section 1.2 **Rules of Construction**. The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Bond do not refer to or connote the payment of the Local Bond at its stated maturity.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

Section 2.1 **Representations by VRA**. VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth of Virginia vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the Related Series of VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the Related Series of VRA Bonds to purchase the Local Bond from the Local Government as contemplated under the Related Supplemental Series Indenture and this Agreement and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) VRA has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 **Representations by Local Government**. The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) issue, sell and deliver its Local Bond to the Trustee, (iii) [own] and operate the Related Financed Property, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization, the Local Bond and the Local Bond Documents.

(c) The Local Authorization authorized the execution and delivery of this Agreement, and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted. The Local Authorization was filed in the Circuit Court of the City of Fredericksburg on _____, 2016.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Bond Documents and the Local Bond, (iii) performance of its

obligations under the Local Bond Documents and the Local Bond, (iv) the undertaking of the Project and (v) the operation and use of the Related Financed Property. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not required to be obtained by the Effective Date cannot be obtained as required in the future.

(e) The Local Government has executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Authorization and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding general obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) to the best of the Local Government's knowledge, any federal, or Virginia constitutional or statutory provision, including the Local Government's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The Local Government's execution and delivery of the Local Bond and the Local Bond Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Bond Documents or approved by VRA, the Local

Government will [own,] operate and control the Related Financed Property at all times during the term of the Local Bond.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization, the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond or (v) affecting the Project.

(l) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

Section 2.3 **Representations Remade as of the Sale Date**. (a) It shall be a condition precedent of VRA's obligation to sell the Related Series of VRA Bonds that the Local Government's representations and warranties set forth in Section 2.2 be true and accurate in all respects on the Sale Date.

(b) If prior to the Sale Date, any representation or warranty set forth in Section 2.2 becomes untrue or inaccurate, then the Local Government shall notify VRA within one Business Day of becoming aware of such facts, and VRA, in its sole and absolute discretion, shall determine whether to sell VRA Bonds on behalf of the Local Government, which series of VRA Bonds (if any) to sell on behalf of the Local Government and any additional conditions precedent to the sale of such VRA Bonds or the purchase of the Local Bond.

ARTICLE III
PURCHASE OF THE LOCAL BOND

Section 3.1 **Purchase of the Local Bond**. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA shall purchase, solely from the proceeds of the Related Series of VRA Bonds, all, but not less than all, of the Local Bond from the Local Government, and the Local Government shall, subject to the Financing Parameters, sell and deliver to VRA the Local Bond for the Purchase

Price. The Local Government acknowledges that the Purchase Price is determined by VRA, is subject to VRA's Purchase Price Objective (as defined below) and market conditions as described below, and is expected to be substantially equal to the Proceeds Requested. The Local Government shall issue the Local Bond pursuant to the Local Authorization and in substantially the form of Exhibit A to this Agreement. As a condition of VRA entering into this Agreement, the Local Government shall deliver to VRA a copy of the Local Authorization as adopted prior to the date hereof.

(b) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government the Purchase Price for its Local Bond which in VRA's judgment reflects the market value of the Local Bond ("Purchase Price Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the Related Series of VRA Bonds, the underwriters' discount and other issuance costs of the Related Series of VRA Bonds and other market conditions relating to the sale of the Related Series of VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in the Local Bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, the Local Government may need to issue the Local Bond with a par amount that is greater or less than the Proceeds Requested. The Local Government shall not issue the Local Bond if doing so would violate any Financing Parameter. The Local Government shall issue the Local Bond at a par amount that provides to the fullest extent practicable given VRA's Purchase Price Objective, a Purchase Price at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Purchase Price will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Purchase Price substantially equal to the Proceeds Requested, based upon VRA's Purchase Price Objective.

Section 3.2 **Issuance Expenses**. VRA shall pay, or cause to be paid, from the proceeds of the Related Series of VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the Related Series of VRA Bonds and the purchase of the Local Bond on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the Related Series of VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the Related Series of VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the issuance, sale and delivery of the Local Bond, including, but not limited to the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government from the Purchase Price or other funds of the Local Government.

Section 3.3 **Schedule 1.1**. VRA shall complete Schedule 1.1, which shall set forth, among other things, the principal amount, interest rates, payment schedule and Purchase Price with respect to the Local Bond and the principal amount of the Related Series of VRA Bonds on or after the Sale Date. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 **Conditions Precedent to Purchase of the Local Bond**. VRA shall not be required to cause the Trustee to purchase the Local Bond unless:

(a) VRA has received the following, all in form and substance satisfactory to VRA:

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Bond Documents and the Local Bond, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2 and Section 2.3 (to the extent applicable), including appropriate certifications regarding the Local Bond Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(6) Evidence that the Local Government has complied with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) The executed Local Bond and original executed counterparts of the Local Tax Document.

(8) A certificate of the Consulting Engineer giving the Consulting Engineer's estimate of the construction portion of the total Project Costs to be financed with the proceeds of the Local Bond, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(9) A certificate of a Consulting Engineer (i) to the effect that the Purchase Price and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(10) A certificate of the Consulting Engineer to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project required to have been obtained as of the Closing Date have been obtained and (ii) the Consulting Engineer knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project cannot be obtained as required in the future.

(11) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 7.13 with respect to any existing contracts as of the Closing Date.

(12) A copy of the System Use Agreement and any amendments thereto.

(13) Evidence that the Local Government has obtained the Federal Communications Commission 700 MHz license required in order to operate the radio communications equipment associated with the Project.

(14) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the Related Series of VRA Bonds have paid in full and VRA has accepted the purchase price for the Related Series of VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Purchase Price is a portion of the proceeds of the Related Series of VRA Bonds.

ARTICLE IV
USE OF PURCHASE PRICE

Section 4.1 **Deposit of Purchase Price; Investment of Amounts in Local Account**. (a) On the Closing Date, VRA shall cause the Trustee to deposit the Purchase Price into the Local Account and to apply the Purchase Price and the earnings thereon as set forth in the Related Supplemental Series Indenture, this Agreement and the Local Tax Document.

(b) The Local Government acknowledges and consents to the investment of the Purchase Price and the earnings thereon in Virginia SNAP.

Section 4.2 **Agreement to Accomplish Project**. (a) The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(4). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(b) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a

copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(c) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall apply any remaining balance at the direction of the Local Government to pay interest on the Local Bond or in such other manner that is permitted under the Act and will not, in the opinion of a nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax status of the Related Series of VRA Bonds.

Section 4.3 **Disbursement of Purchase Price and Earnings**. Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Section 4.4 **No Sufficiency Warranty by VRA; Local Government Required to Complete Project**. VRA makes no warranty, either express or implied, that the Purchase Price will be sufficient to pay all or any particular portion of the Project Costs. [If the Purchase Price is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under the Local Bond or this Agreement.

ARTICLE V
PLEDGE AND SECURITY

Section 5.1 **Pledge**. Under the Local Authorization, the Local Government has pledged its full faith and credit to payment of the principal of and premium, if any, and interest on the Local Bond. The Local Government covenants that this pledge shall be valid and binding from and after the Closing Date. The Local Government shall, unless other funds are lawfully available and appropriated for timely payment of the Local Bond, levy an annual tax upon all property subject to local taxation in its jurisdiction sufficient to pay the principal of and premium, if any, and interest on the Local Bond. Notwithstanding anything herein to the contrary, all of the obligations for the payment of money set forth in this Agreement (with the exception of principal of and premium, if any, and interest on the Local Bond) shall be payable only from legally available funds.

The Local Government shall hold the Special Fund and use it to account for and accumulate the funds necessary for the payment of the principal of and premium, if any, and interest on the Local Bond and all other amounts becoming due under this Agreement and to make such payments when the same become due and payable.

The Local Government agrees to cause the Special Fund to be identified in the Local Government's annual financial statements.

The Local Government hereby pledges the Special Fund and all amounts deposited therein for the payment of the principal of and premium, if any, and interest on the Local Bond and all other amounts becoming due under this Agreement. This pledge shall be valid and

binding from and after the Closing Date. The amounts deposited into the Special Fund shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge shall have priority over all other obligations and liabilities of the Local Government payable from the Special Fund and the amounts deposited therein, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Local Government regardless of whether such parties have notice of this pledge.

ARTICLE VI
PAYMENT AND REDEMPTION OF LOCAL BOND

Section 6.1 **Payment of Local Bond and Related Amounts**. (a) Until the principal of and premium, if any, and interest on the Local Bond and all other amounts payable under this Agreement have been paid in full, the Local Government shall pay the Trustee or VRA, as applicable, the following amounts:

(1) to the Trustee, the amounts required by the Local Bond on such dates and in such manner as provided for in the Local Bond – the term "interest," as used in the Local Bond and this Agreement, includes Supplemental Interest, when and if payable;

(2) to the Trustee, on VRA's demand, or to VRA, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA on its demand, a late payment penalty in an amount equal to 5.0% of the payment on the Local Bond not paid within 10 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; [and]

(5) to VRA the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default or default by the Local Government under this Agreement (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement, any other document related to the Related Series of VRA Bonds or the Local Bond or (iii) any claim, lawsuit or other challenge to the Local Bond, the VRA Bonds or this Agreement that arises, at least in part, out of the Local Government's authorization of its issuance of the Local Bond, and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them

(b) If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on the Local Bond results in a

withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Local Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in the Local Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in the Local Bond, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government shall pay the amounts described above and make payments as scheduled under the Local Bond despite any amount being withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture.

Section 6.2 **Defeasance and Redemption of Local Bond**. (a) The Local Government shall not defease or redeem the Local Bond (in whole or in part), except as provided in this Section 6.2.

(b) The Local Government shall satisfy the following conditions prior to the defeasance and redemption of the Local Bond:

(1) The Local Government shall provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related Portion of VRA Bonds corresponding to the portion of the Local Bond to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to pay for a verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion, all amounts overdue or then due on the Local Bond (including, without limitation, any Supplemental Interest) and all amounts overdue, due or to become due under Section 6.1(a) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related Portion of VRA Bonds.

(c) VRA will determine which Related Portion of VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance or redemption of the Local Bond.

Section 6.3 **Payments and Rights Assigned**. The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement and the Local Bond. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under the Local Bond and this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the Related Series of VRA Bonds has occurred and is continuing. Even though VRA will be the registered owner of the Local Bond, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under the Local Bond and this Agreement (except for those amounts specifically indicated as payable to VRA under Section 6.1 or Section 11.8, which the Local Government shall pay directly to VRA).

Section 6.4 **Obligations Absolute and Unconditional**. The obligation of the Local Government to make the payments required by the Local Bond and this Agreement from the sources pledged therefor shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

ARTICLE VII
OPERATION AND USE COVENANTS

Section 7.1 **Maintenance**. At its own cost and expense the Local Government shall operate the Related Financed Property in a proper, sound and economical manner in compliance

with all legal requirements and shall maintain the Related Financed Property in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 7.2 **Additions and Modifications**. At its own expense the Local Government from time to time may make any renewals, replacements, additions, modifications or improvements to the Related Financed Property that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the Related Financed Property or (ii) negatively affect the structural or operational integrity of any part of the Related Financed Property. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the Related Financed Property.

Section 7.3 **Permits**. The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Related Financed Property. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 7.4 **Use**. The Local Government shall comply with all lawful requirements of any governmental authority regarding the Related Financed Property, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the Related Financed Property, irrespective of the cost of making the same.

Section 7.5 **Inspection and Local Government's Books and Records**. The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents such reasonable rights of access to the Related Financed Property as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the Related Financed Property.

Section 7.6 **[Ownership**. The Local Government shall not construct, reconstruct or install any part of the Related Financed Property on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part of Related Financed Property is lawfully located in a public street or highway or (2) the Local Government provides a written opinion of counsel or a report of a Qualified Independent Consultant, either of which in a form reasonably acceptable to VRA, that indicates that the lands and the Local Government's right or interest therein is sufficient for the Local Government's purposes.]

Section 7.7 **Construction Contractors**. The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Default occurs. The Local Government shall cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

ARTICLE VIII
INSURANCE, DAMAGE AND DESTRUCTION

Section 8.1 **Insurance**. The Local Government shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating municipal facilities, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the municipal facilities' insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of $1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of municipal facilities.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 **Requirements of Policies**. The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other localities of like size and character to the Local Government. If the Local Government does not

maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

Section 8.3 **Notice of Damage, Destruction or Condemnation**. In case of (i) any damage to or destruction of any material part of the Related Financed Property, (ii) a taking of all or any part of the Related Financed Property or any right in it under the exercise of the power of eminent domain, (iii) any loss of the Related Financed Property because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 **Damage and Destruction**. If all or any part of the Related Financed Property is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the Related Financed Property for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

Section 8.5 **Condemnation and Loss of Title**. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from any title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX
SPECIAL COVENANTS

Section 9.1 **Tax Covenants**. The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the Related Series of VRA Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Insofar as the Local

Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the Related Series of VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related Portion of VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 **Maintenance of Existence**. The Local Government shall maintain its existence as a municipal corporationof the Commonwealth of Virginia under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 **Financial Records and Statements**. The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 210 days after the end of each Fiscal Year. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Local Government's financial position as of the end of such Fiscal Year and the results of the Local Government's operations and changes in the financial position thereof for the Fiscal Year.

Section 9.4 **Certification as to No Default and Tax Compliance**. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

Section 9.5 **Further Assurances**. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 6.1(a)(5).

Section 9.6 **Assignment by Local Government**. The Local Government shall not assign its rights and obligations under the Local Bond or this Agreement, or both, without the prior written consent of VRA.

Section 9.7 **Continuing Disclosure**. (a) For purposes of this Section 9.7, the following terms and phrases have the following meanings:

"Annual Financial Information" with respect to any Fiscal Year for the Local Government means the following:

(i) the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the Local Government, which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (i) of this Section.

"Make Public" or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

"Material Local Government" means the Local Government if the aggregate outstanding principal amount of the Local Bond and any other of the Local Government's local bonds purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local bonds purchased with proceeds of the VRA Bonds.

"Rule" means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

(b) The Local Government shall Make Public or cause to be Made Public:

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

(2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to the Local Bond, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancement maintained with respect to the Local Bond reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) 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 notices or determinations with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds, or other events with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds;

(7) modifications to rights of holders;

(8) bond calls and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Local Bond;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Local Government;

(13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;

(14) appointment of a successor or additional trustee for the Local Bond, if any, or the change of name of a trustee; and

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures under this Section or any similar undertaking pursuant to the Rule.

(f) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (d) above unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year.

(g) (1) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(h) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(i) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(j) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 9.8 **Litigation; Material Change**. The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that City Attorney or general counsel to the Local Government (as applicable) determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the Local Government or its ability to perform its payment

and other obligations under this Agreement or the Local Bond or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

ARTICLE X
DEFAULTS AND REMEDIES

Section 10.1 **Events of Default**. Each of the following events is an "Event of Default":

(a) The failure to pay any installment of principal of or premium, if any, on the Local Bond when due (whether at maturity, by mandatory or optional redemption, by acceleration or otherwise).

(b) The failure to pay any installment of interest (including Supplemental Interest) on the Local Bond when due.

(c) The failure to make any other payment or deposit required by this Agreement within 15 days after its due date.

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law and, if instituted against the Local Government, is not dismissed within 60 days after filing.

Section 10.2 **Acceleration**. Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid principal of and interest on the Local Bond due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid principal of and accrued interest on the Local Bond. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of maturity of principal of and interest on the Local Bond.

Section 10.3 **Other Remedies**. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in the Local Bond or this Agreement. No remedy conferred by this Agreement upon or reserved to the registered owners of the Local Bond is intended to be exclusive of any other remedy, but each

such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 **Delay and Waiver**. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

ARTICLE XI
MISCELLANEOUS

Section 11.1 **State Aid Intercept**. The Local Government acknowledges that VRA is treating the Local Bond as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

Section 11.2 **Successors and Assigns**. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.3 **Amendments**. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 **Limitation of Local Government's Liability**. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 11.5 **Applicable Law**. This Agreement shall be governed by Virginia law.

Section 11.6 **Severability**. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then

such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 **Notices**. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 **Right to Cure Default**. If the Local Government fails to make any payment or to perform any act required by it under the Local Bond or this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of the Local Bond.

Section 11.9 **Term of Agreement**. This Agreement is effective as of the Effective Date. Except as otherwise specified, the Local Government's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Local Government under this Agreement.

Section 11.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett

CITY OF FREDERICKSBURG, VIRGINIA

By: _____
Beverly R. Cameron, City Manager

Address for Notices:

Post Office Box 7447
Fredericksburg, VA 22404-7447

Attention: Beverly R. Cameron, City Manager

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Patricia A. Welling, Vice President

EXHIBIT A

FORM OF LOCAL BOND

[To be provided by Local Bond Counsel]

EXHIBIT B

DESCRIPTION OF THE PROJECT

[To be provided by Local Government]

EXHIBIT C

PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR INVESTIGATIONS

[To be provided by Counsel for the Local Government]

EXHIBIT D

FORM OF REQUISITION

Requisition No.

Date:

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

Virginia Resources Authority
1111 East Main Street
Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Bond Sale and Financing Agreement dated as of April 1, 2016 (the "Financing Agreement") between the Virginia Resources Authority and the City of Fredericksburg, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Agreement. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2016A Acquisition Fund established under the Thirty-Fifth Supplemental Series Indenture.

Payee:

Address:

Amount to be Paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs of the construction portion of the Project, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the Project over or through such lands.

The Local Government has agreed in the Financing Agreement that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

_____

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
Recipient: City of Fredericksburg, Virginia – VRA 2016
Local Representative: _____
Title: _____
Date: _____

Cost Category	Total Project Cost	Previous Disbursements	Disbursement This Period	Disbursements to Date	Remaining Balance
	$	$	$	$	$
TOTALS	$	$	$	$	$

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

CERTIFICATE OF CONSULTING ENGINEER

The undersigned Consulting Engineer for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: _____

_____

Consulting Engineer

EXHIBIT E

OPERATING DATA

Description of Local Government. A description of the Local Government including a summary of its form of government and budgetary processes.

Debt. A description of the terms of the Local Government's outstanding tax-supported and revenue debt including a historical summary of such outstanding debt; a summary of authorized but unissued debt; a summary of legal debt margin (if any); a summary of overlapping debt; and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information and operating data respecting the Local Government including a description of revenues and expenditures for its major funds and a summary of its tax policy, structure and collections as of the end of the preceding fiscal year.

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on the Letterhead of Counsel for the Local Government]

May __, 2016

City of Fredericksburg, Virginia
Fredericksburg, Virginia

Virginia Resources Authority
Richmond, Virginia

$_____
CITY OF FREDERICKBURG, VIRGINIA
[Name of Local Bond]

Ladies and Gentlemen:

I have acted as counsel to the City of Fredericksburg, Virginia (the "Local Government"), in connection with the issuance and sale by the Local Government of its $_____ [Name of Local Bond] (the "Local Bond"), the net proceeds of which will be applied to finance the Project (as defined in the hereafter defined Financing Agreement) and in such capacity, I have examined, among other things, the following documents:

(a) a certified copy of the Local Authorization, authorizing the issuance and sale of the Local Bond to Virginia Resources Authority ("VRA") to finance the Project;

(b) a copy of the Local Bond Sale and Financing Agreement (the "Financing Agreement") dated as of April 1, 2016, and between the Local Government and VRA; and

(c) a copy of the Local Tax Document.

The documents referred to in clauses (b) and (c) above are referred to collectively as the "Local Bond Documents."

I have also examined such other records and proceedings of the Local Government and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion.

Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Agreement.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the Local Government set forth in the Local Bond Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the Local Government in connection with the Local Bond Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, I am of the opinion that:

1. The Local Government is a duly created and validly existing [municipal corporation and political subdivision] of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) undertake the Project and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Bond Documents.

3. The Local Bond Documents were duly authorized by the Local Authorization and the Financing Agreement is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.

4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Bond Documents and the Local Bond, (iii) the Local Government's performance of its obligations under the Local Bond Documents and the Local Bond, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.

5. The Financing Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms. The Local Bond has been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

The obligations of the Local Government under the Financing Agreement and the Local Bond, and the enforceability of such obligations, may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, (iii) the exercise of sovereign police powers of the Commonwealth of Virginia, and (iv) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

8. The Local Government (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The execution and delivery by the Local Government of the Local Bond and the Local Bond Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Agreement, there are not pending nor, to the best of my knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition

(financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond, or (v) affecting the undertaking of the Project.

Very truly yours,

EXHIBIT G

FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE

_____, 2016

[Insert Name]
Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Bond Sale and Financing Agreement dated as of April 1, 2016 (the "Financing Agreement") between Virginia Resources Authority and the City of Fredericksburg (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Agreement.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].

2. [The ownership and status of all or a portion of the Related Financed Property has not changed since the Closing Date.] [If untrue, please describe.]

3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]

4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67.] [If untrue, please describe.]

5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]

6. [The Local Government has not used or permitted the use of any Proceeds of the Local Bond directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]

7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Agreement), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Local Bond as security for or the direct or indirect source of the payment of the principal of or interest on the Local Bond.] [If untrue, please describe.]

8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.9 of the Local Tax Document.] [If untrue, please describe.]

9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]

10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

EXHIBIT H

DESCRIPTION OF SPECIAL USE ARRANGEMENTS

SCHEDULE 1.1

FINAL TERMS

Principal Amount of Related Series of VRA Bonds

Principal Amount of Local Bond

Purchase Price

The Purchase Price was determined as follows: by adding to the par amount of the portion of the Related Series of VRA Bonds ($_____), the Local Government's share of the net premium on the Related Series of VRA Bonds ($_____) and by subtracting from the par amount of the Related Series of VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 ($_____) and the Local Government's share of the deposit on the Closing Date to a VRA Reserve ($_____).

ADDITIONAL CONDITIONS PRECEDENT TO PURCHASE OF LOCAL BOND:

ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF PROCEEDS OF LOCAL BOND:

PROJECT BUDGET

Sources	
Par Amount	
Premium	
Estimated Earnings	
Total Sources	

Uses	
Construction	
Design & Engineering	
Deposit to Escrow Fund	
Local Costs of Issuance	
VRA Costs of Issuance	
Capital Reserve Fund - Partial Allocation	
Underwriter's Discount	
Additional Proceeds	
Total Uses	

CITY OF FREDERICKSBURG, VIRGINIA
INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND

ITEM #10B

MEMORANDUM

TO: Beverly R. Cameron, City Manager
FROM: Lynn Enders, Purchasing Agent
RE: Proposed Changes to City Code for Purchasing
DATE: March 10, 2016

ISSUE

Shall the City Council amend City Code §2-387 to raise the City's thresholds requiring formal procurement procedures?

RECOMMENDATION

This item is on for first read for the March 22 meeting. Pending comments, questions, or other changes, the staff will bring the ordinance forward to City Council for second reading at the April 12, 2016 meeting.

BACKGROUND

The purchasing function of the City of Fredericksburg is governed by the Virginia Public Procurement Act, City Code, and internal city policies.

The Virginia Public Procurement Act (the "VPPA") provides the overall framework for procurement for state and local government in Virginia. The VPPA allows local ordinances and policies to be substituted, as long as they are not less restrictive, for the provisions of the Act in certain circumstances. One of these areas is the determination of the dollar threshold where formal solicitations (such as an Invitation to Bid or a Request for Proposal) are required. Solicitations below a certain dollar threshold are called "small purchases" and are governed by locally-determined procedures.

The VPPA has been amended by the General Assembly in recent years to raise the threshold. Here is the current §2.2-4303 (G), which enables the public body to:

> *"establish purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for (i) goods and services other than professional services and (ii) non transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed $100,000; however, such small purchase procedures shall provide for competition wherever practicable. Such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed $60,000. Where small purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code."*

Requested Ordinance – Amending City Code §2-387 Small Purchases

The current City Code enables the City Manager to enter into contracts for goods, professional and nonprofessional services, insurance and construction up to $30,000 without requiring a formal solicitation process such as Request for Proposals or Invitation for Bids. (RFP and IFB). The formal solicitations are time-consuming and expensive to complete. The City often purchases items that are over $30,000, and the formal solicitation process often slows down projects.[1]

In addition, the current City Code requires that the City obtain more than one quote for items valued at more than $1,000.

The attached ordinance makes the following changes:

- The small purchase threshold for goods and services is raised to $100,000
- The small purchase threshold for professional services is raised to $60,000
- The single-quote threshold is raised from $1,000 to $5,000.

The increase of the small purchase thresholds to $100,000 for goods and services and to $60,000 for professional services is consistent with the revised language of the Virginia Public Procurement Act. The increase of the threshold to $5,000 for single quote items is allowed by the VPPA, and will streamline the City's procurement of small value items. Items over $5,000 in value, which currently require two quotes, will now be required to have three quotes.

Associated Policy Changes

The increase of the "small purchase" thresholds is not intended to decrease competition or vendor access to City contracts. The City's new Purchasing Agent will assist in ensuring that small purchases are done competitively, openly, and in a way that ensures good value.

The current policy on small purchases for City staff is as follows:

Purchasing Table for Quotes (Current)

Type	Purchase Thresholds	Requirement
Small	$1000 and under	Single quote
	$1001 - $9,999	2 quotes
	$10,000 - $29,999	3 quotes
Formal	Over $30,000	Formal solicitation

Staff proposes to change this policy in conjunction with the ordinance change, to provide for the oversight role of the Purchasing Agent and ensure competition for the City's small purchases. The City's Purchasing Agent would be able to assist Departments with purchases under $30,000, and would have direct responsibility for small purchases over $30,000. The Fiscal Affairs

[1] As a note, the City often utilizes cooperative procurement, such as "State Contracts" for vehicles, in situations that might either call for a Small Purchase or a Formal Solicitation. The City can continue to use this method of procurement, if advantageous, if the ordinance change is adopted.

Department and the City Manager's Office will work with the Purchasing Agent to ensure availability of funds. The following table would become the new guide for City Departments:

Purchasing Table for Quotes (Proposed)

Type	Purchase Thresholds	Requirement
Small	Under $5,000	Single quote
Small	$5,000 to $30,000	3 quotes minimum, Purchasing Agent available to consult & assist City staff.
Small	$30,000 to $100,000	3 quotes minimum; Purchasing Agent will be the designated buyer responsible for solicitation.
Formal	$60,000 – Professional Services Only	Request for Proposal (a type of formal solicitation) required by VPPA
Formal	$100,000 and over	Formal solicitation

The Purchasing Agent is able to use tools for City small purchases such as the Commonwealth of Virginia's e-procurement website, "eVA." The "eVA" website has a free "Quick Quote" feature. "Quick Quote" reaches a broad audience of vendors (96,488) which will increase competition, expedite the purchasing process and allow for better pricing and greater transparency of the City's procurements.

The Purchasing Agent will also be able to assist Departments with small procurements through posting a small informal solicitation on the City's website, supplemental to the "Quick Quote" process. Staff may also reach out directly to vendors for quotations, as is done now.

FISCAL IMPACT

The attached ordinance will assist in streamlining the City's current procurement practices. The City will benefit from the expertise of the Purchasing Agent in procuring goods and services more quickly, with open competition.

That said, there is no direct fiscal impact to the requested ordinance change.

Attachment: Ordinance Revising City Code §2-387

MOTION:

SECOND:

March 22, 2016
Regular Meeting
Ordinance No. 16-__

RE: AMENDING THE PROCUREMENT ORDINANCE TO INCREASE THE CITY MANAGER'S SMALL PURCHASE AUTHORITY FROM $30,000 TO $100,000 AND REQUIRE THREE QUOTES FOR PURCHASES OF GOODS OVER $5,000

ACTION: APPROVED: Ayes: 0; Nays: 0

FIRST READ:_____ SECOND READ:_____

IT IS HEREBY ORDAINED by the Fredericksburg City Council that Chapter 2 of the City Code is amended as follows:

SEC. I. City Code Amendment.

1. Sec. 2-287.

A. The City Manager may enter into contracts for the purchase of goods~~, professional~~ and nonprofessional services, insurance, and construction without following the requirements of this article for competitive sealed bids or competitive negotiation on single or term contracts where the aggregate or the sum of all phases is not expected to exceed ~~$30,000~~ *$100,000. The City Manager may enter into contracts for the purchase of professional services without following the requirements of this article for competitive sealed bids or competitive negotiation on single or term contracts where the aggregate or the sum of all phases is not expected to exceed $60,000.*

B. The City Manager shall, wherever practicable, seek competitive prices on small purchases pursuant to this section. For the purchase of goods in excess of ~~$1,000~~ $5,000, the City Manager shall secure at least ~~two~~ *three* estimates or proposals from different vendors. Written quotations from vendors shall be obtained, where practicable, although verbal quotations will be permitted, provided the City Manager causes a written record of all such verbal quotations to be made and filed with the records of the transaction.

SEC. II. Effective Date.

The amendments to the City Code are effective immediately.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

Approved as to form:

_____
Kathleen Dooley, City Attorney

****

Clerk's Certificate

I, the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Ordinance No. 16-_ duly adopted at a meeting of the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____
Tonya B. Lacey, CMC
Clerk of Council

ITEM #10C

MEMORANDUM

TO: Kathleen Dooley, City Attorney

FROM: Rob Eckstrom, Assistant City Attorney

DATE: March 14, 2016

RE: Extenet license – distributed antenna system in public right-of-way

Issue

Should the City grant Extenet Systems Virginia LLC a license to install a cellular distributed antenna system in the public right-of-way?

Recommendation:

Yes. The system will improve cellular reception in the area without requiring obtrusive antennas and related facilities. The attached plans and license agreement have been reviewed and approved by Public Works and the City Attorney's Office.

Background:

Extenet has applied for a license to install and operate a distributed antenna system on 12 existing utility poles in the area around the UMW campus. Distributed antenna systems are an alternative to larger cellular facilities such as the tower in Central Park and the tower near the Powhatan water tower. Instead of one large antenna, several smaller antennas combine to provide cellular coverage. A picture of a typical DAS is included in the Council packet.

The proposed installation locations are:
the intersection of Hanover Street & High Street
1123 Hanover Street
1300 William Street @ Bright Street
William Street & UMW Parking area 30
1302 Brent Street
1200 Stafford Avenue
Between 1104 & 1108 College Avenue
1500 College Avenue
College Avenue & Thornton Street
Cornell Street & Sunken Road
Across from 1415 Sunken Road
1709 Sunken Road

Extenet would own and operate the system, and have agreements with telecommunications companies for use of the system as well as agreements with Dominion for use of the poles.

The proposed license agreement requires City permission for any deviation from the attached plans. It also contains standard City terms for use of the rights-of-way, such as requiring utility permits before disturbing the right-of-way, relocation at Licensee's expense if required by the City, and safety and quality requirements.

Fiscal Impact:

Extenet would pay the City $1200 per year under the terms of the proposed license.

MOTION:

SECOND:

March 22, 2016
Regular Meeting
Ordinance No. 16-__

RE: **GRANTING A FIFTEEN-YEAR NON-EXCLUSIVE LICENSE TO EXTENET SYSTEMS (VIRGINIA) LLC TO INSTALL, MAINTAIN, AND USE TELECOMMUNICATION CABLE AND EQUIPMENT IN CITY RIGHTS-OF-WAY**

ACTION:

FIRST READ:_____ SECOND READ:_____

IT IS HEREBY ORDAINED by the Fredericksburg City Council:

SEC. I. **Introduction.**

Extenet Systems (Viginia) LLC has applied to the City Council for a fifteen-year, non-exclusive license to install certain telecommunications equipment in the public rights-of-way. The license allows installation and maintenance of telecommunication cable and equipment for use by wireless communication providers. Use of these facilities is not offered directly to individual consumers. The City and Extenet have negotiated the terms of the attached license agreement.

SEC. II. **Grant of License.**

The City Council finds that the grant of the license is in the public interest. The City Manager is hereby authorized to execute the attached fifteen-year non-exclusive license between Extenet Systems Virginia LLC and the City of Fredericksburg, on behalf of the City.

SEC. III. **Effective Date.**

This ordinance is effective immediately.

Approved as to form:

_____
Kathleen Dooley, City Attorney

****

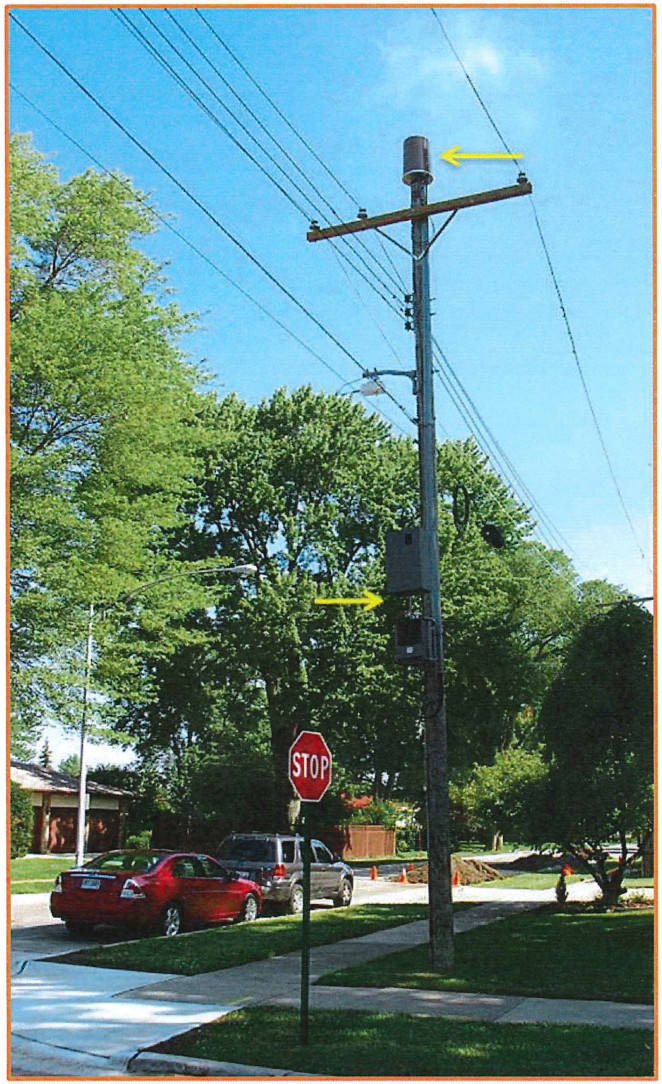
Clerk's Certificate

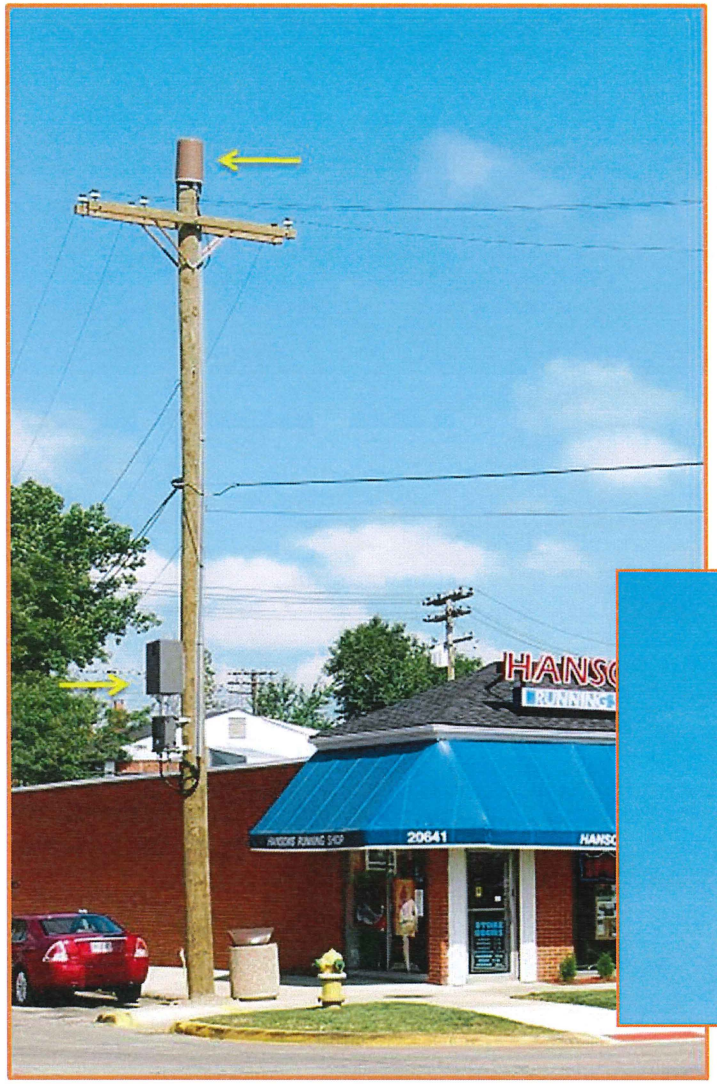
I, the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Ordinance No. 16-_ duly adopted at a meeting of the City Council meeting held March 22, 2016 at which a quorum was present and voted.

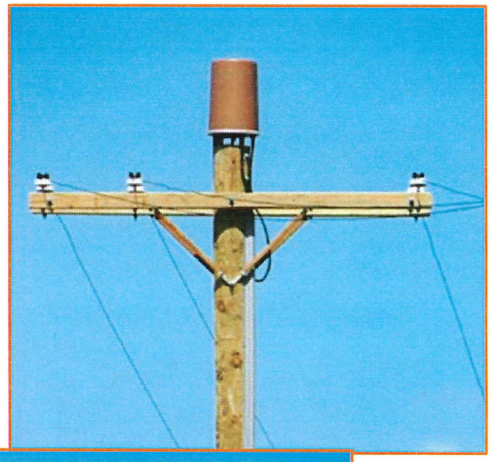
_____

Tonya B. Lacey, CMC
Clerk of Council

Sample Outdoor Nodes

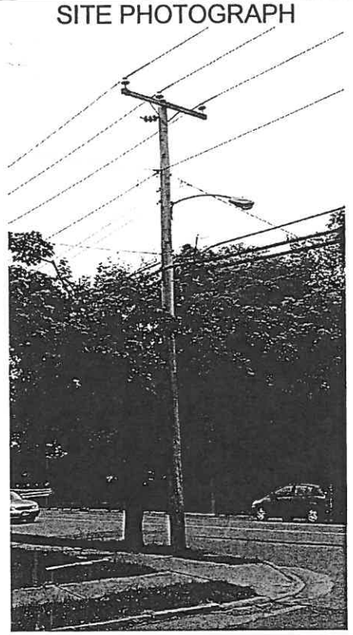






K:\Projects\Extenet\Mary Washington\MaryWashington-NODES\NODE-PROFILES\Node-02-Profile-MW-VZW-2015.dwg

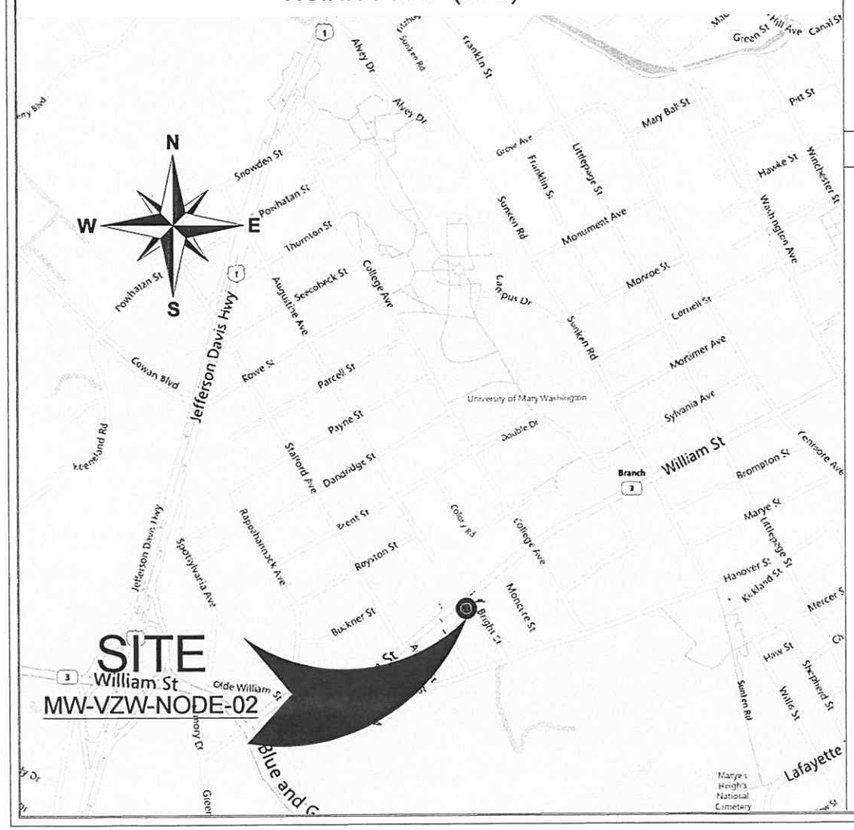
SITE PHOTOGRAPH



extenet SYSTEMS — YOUR NETWORK. EVERYWHERE.

EXTENET NODE ID: MW-VZW-NODE-02
VERIZON WIRELESS
1300 WILLIAM ST @ BRIGHT ST
FREDERICKSBURG, VA 22402

VICINITY MAP (NTS)



SCOPE OF WORK

CONSTRUCTION OF A UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF (1) 1900MHz REMOTE RADIO HEAD, (1) BATTERY BACKUP UNIT, (1) CELLMAX OMNI ANTENNA AND ASSOCIATED CABLES MOUNTED TO AN EXISTING UTILITY POLE.

PROJECT INFORMATION

NODE ID NUMBER:	MW-VZW-NODE-02
HUB ID NUMBER:	
SITE ADDRESS:	1300 WILLIAM ST @ BRIGHT ST. FREDERICKSBURG, VA 22402
POLE NUMBER:	0D008
POLE OWNER:	DOMINION
LATITUDE (NAD 83):	38.297019
LONGITUDE (NAD 83):	-77.475123
JURISDICTION:	FREDERICKSBURG, VA.
ZONING:	R-4
GROUND ELEVATION:	140'
STRUCTURE TYPE:	CURRENT: UTILITY POLE - CLASS 6
STRUCTURE HEIGHT:	40'

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DRAWING INDEX

SHEET	DESCRIPTION
T1	TITLE SHEET
S1	POLE ELEVATIONS
S2	SITE PLAN
E1	ELECTRICAL DETAILS
E2	EQUIPMENT DETAILS

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- 2012 INTERNATIONAL BUILDING CODE
- 2012 NATIONAL ELECTRICAL CODE
- 2012 NFPA 101
- 2012 IFC
- ANSI/TIA-222-G
- TIA 607
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- 2012 INTERNATIONAL PROPERTY MANAGEMENT
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELECORDIA GR-1275
- ANSI/T 311

GENERAL NOTES TO CONTRACTOR

STANDARD CONSTRUCTION NOTES:

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTIONS MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATION ALL PORTION OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED FIRE CODE APPROVED MATERIALS.
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE BC REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
11. DETAILS ARE INTENDED TO SHOW END RESULTS OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUITE JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENET.
13. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
14. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.
15. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
16. ALL ITEMS REMOVED DURING CONSTRUCTION WORK (I.E. DRYWALL, PLYWOOD, CEILING PANELS, ETC.) SHALL BE REPLACED TO MATCH EXISTING.
17. PLANS ARE NOT BE SCALED AND ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
18. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON THE DRAWING. DIMENSIONS SHOW AS X-X ± ARE ESTIMATED AND SHALL BE VERIFIED BY A SURVEYOR OR BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
19. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

GENERAL CIVIL NOTES:

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATED IN THE SPECIFICATIONS PROJECT SUMMARY.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
4. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO THE CRUSHED STONE APPLICATION.
5. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW.
6. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND SHALL BE CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
7. THE AREAS OF PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING, DRIVEWAY OR CRUSHED STONE, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH AS SPECIFIED IN THE SPECIFICATION LANDSCAPE WORK.

STANDARD CONDUIT NOTES:

1. 1-(2" MINIMUM DIAMETER) DUCT OF APPROVED MATERIAL, RIGID GALVANIZED STEEL (WHEN REQUIRED) OR ELECTRO-METALLIC TUBING (EMT).
2. ELECTRICAL LB'S AND CONDUITS ARE NOT ACCEPTABLE AS PULL BOXES.
3. NO 90° TRANSITIONS AT OR WITHIN A PULL BOX (UNLESS A BENDING RADIUS 10x THE DIAMETER OF THE CABLE TO BE PLACED CAN BE MAINTAINED).
4. A HORIZONTAL MAXIMUM OF 300 FT. BETWEEN PULL BOXES.
5. A SECTION OF CONDUIT OF 100 FT. VERTICAL WILL REQUIRE A PULL BOX AND AN APPROVED CABLE RESTRAINT.
6. A MAXIMUM OF 2-90° SWEEPING RADIUS ELBOWS BETWEEN PULL BOXES. (A SWEEPING BEND IS A RADIUS 10x THE CONDUIT DIAMETER).
7. A MEASURING TAPE SHALL ALSO BE IN PLACE TO DETERMINE AS BUILT LENGTH.
8. PULL LINES IN ALL DUCTS (MIN. 400 LBS PULLING TENSION).
9. FIRE STOPPING REQUIRED WHEN OPENINGS ARE MADE IN ANY FIRE BARRIER.
10. ALL EXTERNAL CONDUIT TERMINATION SHALL BE WATER TIGHT.

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PROJECT INFORMATION:

CELLULAR DAS NETWORK
MW-VZW-NODE-02
FREDERICKSBURG, VA

CURRENT ISSUE DATE:

6/30/2015

ISSUED FOR:

PROPOSED

PLANS PREPARED BY:

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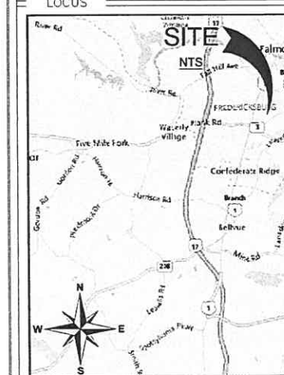
BJA	SJ	RA

LOCUS



SHEET TITLE:

TITLE SHEET

SHEET NUMBER: REVISION:

T1

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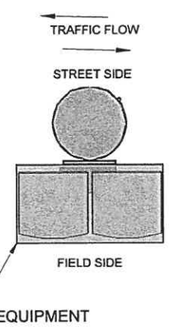
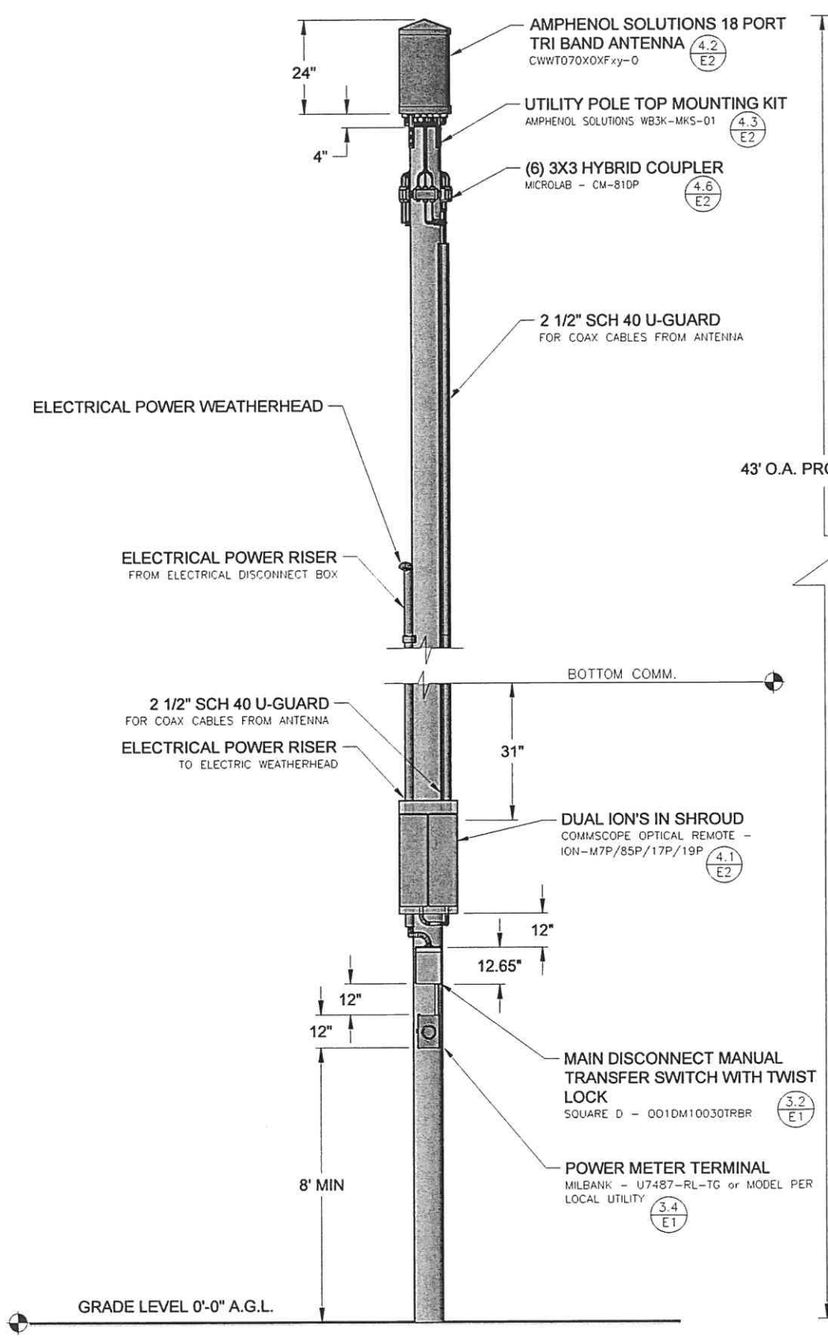
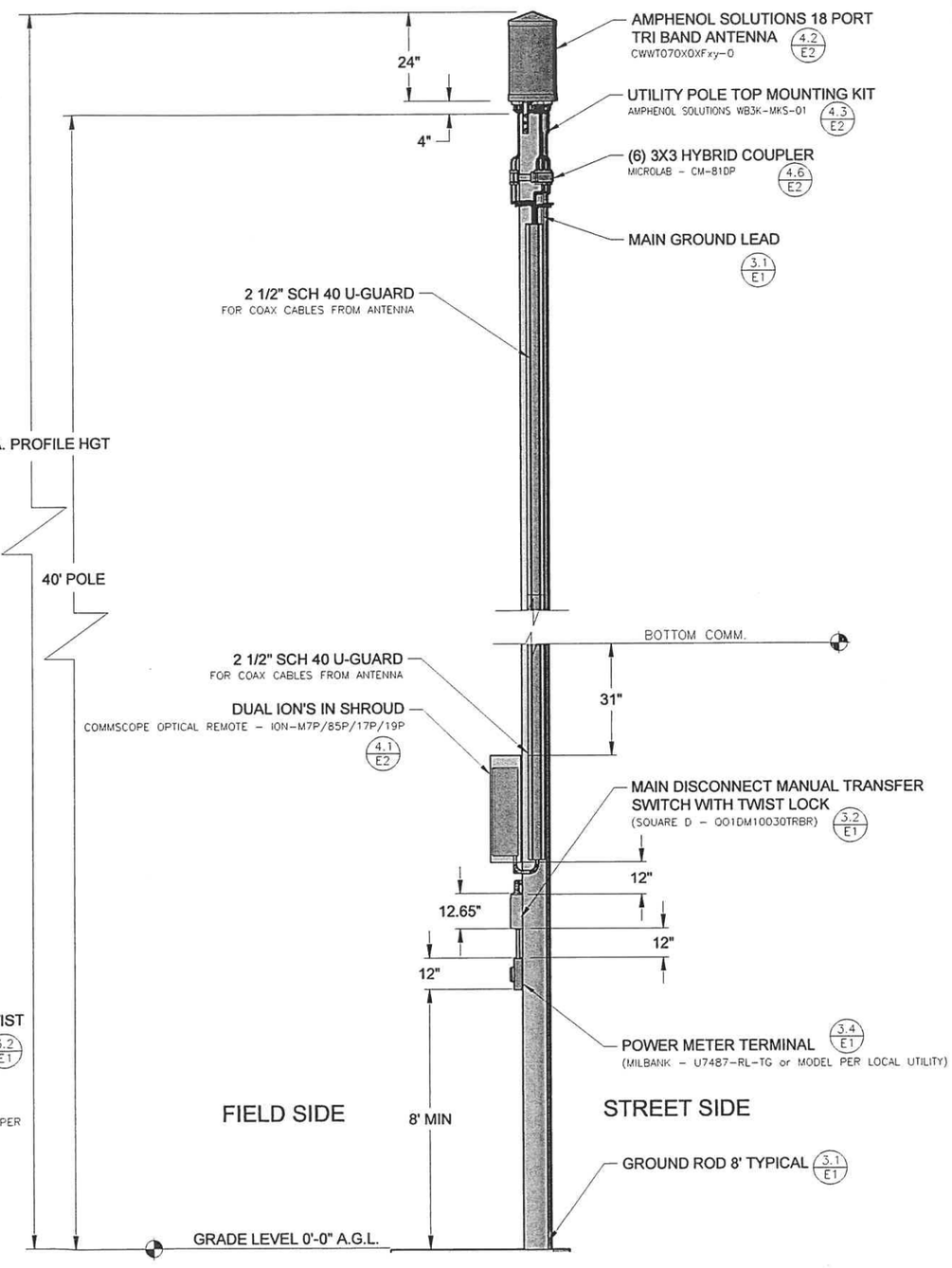
UTILITY POLE OVERHEAD VIEW





POLE ELEVATION DETAIL - MW-VZW-NODE-02 FIELD SIDE VIEW



POLE ELEVATION DETAIL - MW-VZW-NODE-02 SIDE VIEW

POLE ELEVATION DRAWING

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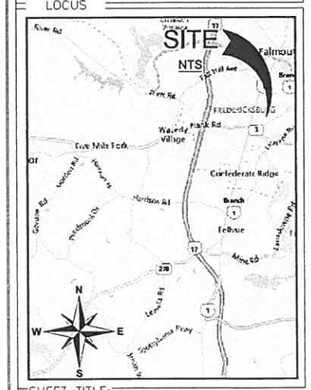

SHEET TITLE:
POLE ELEVATIONS

SHEET NUMBER: REVISION:
S1

SITE CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.
8. TRANSMITTER EQUIPMENT AND ANTENNAS ARE DESIGNED TO MEET ANSI/EIA/TIA 222-G REQUIREMENTS.
9. ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
10. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
11. IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
12. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.
13. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND THEIR APPURTENANCES.
14. PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, AND PLANS OF RECORD AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
15. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
16. THE PROPOSED FACILITY WILL CAUSE ONLY A "DE MINIMIS" INCREASE IN STORM WATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
17. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
18. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
19. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
20. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.

SITE PLAN SCALE: 1"=50'

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SHEET TITLE:
SITE PLAN

SHEET NUMBER: REVISION:
S2

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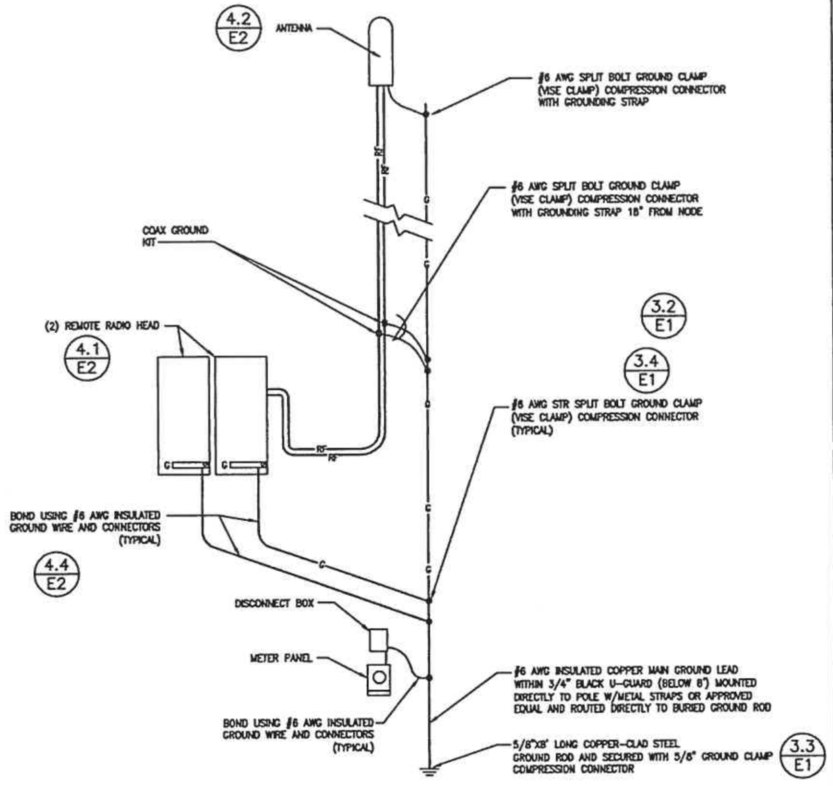


(3.1/E1) **GROUNDING SINGLE LINE W/ POWER METER POLE MOUNTED**

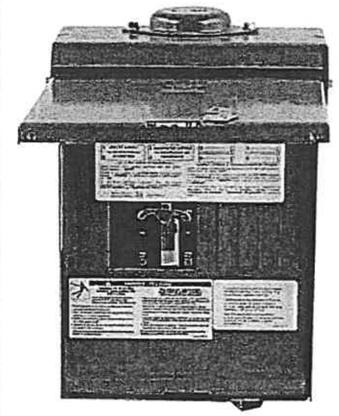
NOTE: ENTIRE ABOVE-GRADE ELECTRICAL GROUND SYSTEM SHALL BE INSTALLED WITHIN PVC CONDUIT (SCH80 BELOW 8' HEIGHT), RISER-GUARD, OR APPROVED EQUAL

DIMENSIONS

Load center depth (in.)	4.27	Load center width (in.)	8.88
Load center height (in.)	12.65		

DETAILS

Electrical Product Type	Load Center	Number of Phases	1
Load Center Type	Temporary Power	Number of Spaces	4
Maximum Amperage (amps)	30/100 A	Power Distribution Features	Trip indicator
Mounting type	Plug In	Product Weight (lb.)	11.53 lb
Number of Gangs	1	Returnable	90-Day
Number of Outlets	1	Voltage (volts)	120/240

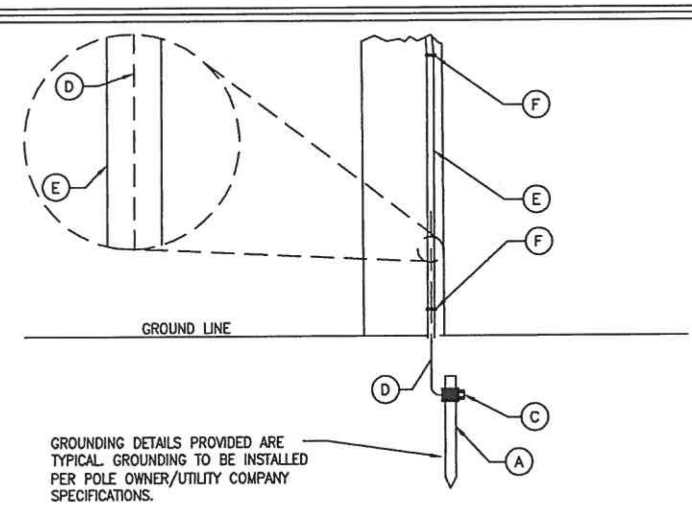


PRODUCT OVERVIEW Model # QO2DM10030TRBR Internet # 202495852

The Square D by Schneider Electric QO 30/100 Amp 4-Space 8-Circuit Temporary Transfer Generator Panel helps you change from utility power to a standby source with the flip of 2 QO main circuit breakers. The panel is intended for outdoor use to connect to a standby power source for as many as 8 circuits. The ANSI-certified and UL-listed unit features a mechanical interlock to help ensure that only 1 main circuit breaker is in the on position at any time.

- Use to connect to a standby power source to as many as 8 circuits
- Changes from utility power to a standby source with the flip of 2 QO main circuit breakers
- Aluminum buss
- Single phase
- 120/240 Volts
- For outdoor use
- Mechanical interlock helps ensure that only 1 main circuit breaker is in the on position at any time
- Accepts up to 8 QO circuit breakers (sold separately)
- ANSI certified and UL listed
- Includes a 30 Amp 4-Watt L14-30P twist-lock receptacle in the bottom end wall for direct connection from a generator cord supply

(3.2/E1) **DISCONNECT BOX - SQUARE D-Q024L70RB**



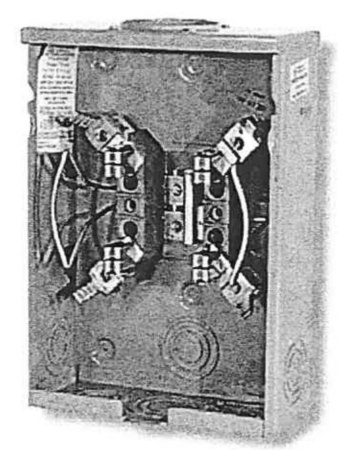
GROUNDING DETAILS PROVIDED ARE TYPICAL. GROUNDING TO BE INSTALLED PER POLE OWNER/UTILITY COMPANY SPECIFICATIONS.

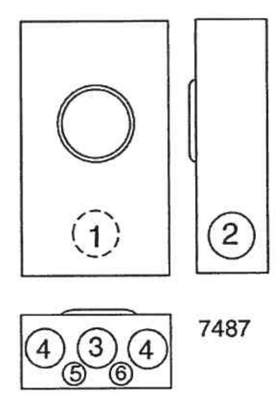
PARTS LIST

CALLOUT	QTY	DESCRIPTION
A	1	5/8" x 8' STEEL COPPER CLAD GROUND ROD
		WITHIN 17"x30" HANDHOLE
B		
C	1	5/8" GROUND CLAMP
D	50'	#6 GREEN COATED BARE SOLID COPPER WIRE WITHIN 3/4" PVC SCH80 CONDUIT
E	8'	3/4" PVC SCHEDULE 80 GROUND WIRE CONDUIT
F	8	COPPER STAPLE

(3.3/E1) **GROUND ROD DETAIL**

NOTE: ENTIRE ABOVE-GRADE ELECTRICAL GROUND SYSTEM SHALL BE INSTALLED WITHIN PVC CONDUIT (SCH80 BELOW 8' HEIGHT)





125 & 200 AMP–SINGLE POSITION–4 & 5 TERMINAL–RINGLESS–1Ø3W

NO. OF TERMS	AMP	SERVICE	CATALOG NUMBER	HUB	CONNECTORS CU/AL	BY-PASS	DIMENSIONS D"	W"	H"	CONCENTRIC K.O.'S 1	2	3	4	5	6
4	125	OH/UG	U7487-RL-TG-KK	H.O.	#6 - 2/0	HORN	3 5/16	8	11 1/2	1 1/2	1 1/2	2	1 1/4	–	1/4

FIFTH TERMINAL: For field mounted fifth terminal: Order catalog number **K5T** to fit into square opening at the 9 o'clock position of the *new style block* (#6-350 kcmil.) Order catalog number **5T8K2** to fit into round opening at the 9 o'clock position of the *old style block* (#6-2/0 kcmil.)
HUBS: For proper hub selection see the hub suffix chart on the accessory page.
CONNECTORS: Extruded aluminum connectors are tin plated.
BYPASS: Units provided with horn type bypass (suffix -KK).

(3.4/E1) **METER SOCKET - U7487-RL-TG**

ELECTRICAL & GROUNDING NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.
2. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER SPECIFICATION REQUIREMENTS.
3. THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIAL DESCRIBED BY DRAWINGS AND SPECIFICATION INCLUDING INCIDENTAL WORK TO PROVIDE COMPLETE OPERATING AND APPROVED ELECTRICAL SYSTEM.
4. GENERAL CONTRACTOR SHALL PAY FEES FOR PERMITS, AND IS RESPONSIBLE FOR OBTAINING SAID PERMITS AND COORDINATION OF INSPECTIONS.
5. ELECTRICAL AND TELCO WIRING AT EXPOSED INDOOR LOCATIONS SHALL BE IN ELECTRICAL METALLIC TUBING OR RIGID NONMETALLIC TUBING (RIGID SCHEDULE 40 PVC OR RIGID SCHEDULE 80 PVC FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) (AS PERMITTED BY CODE).
6. ELECTRICAL AND TELCO WIRING AT CONCEALED INDOOR LOCATIONS SHALL BE IN ELECTRICAL METALLIC TUBING, ELECTRICAL NONMETALLIC TUBING, OR RIGID NONMETALLIC TUBING (RIGID SCHEDULE 40 PVC AS PERMITTED BY CODE).
7. ELECTRICAL AND TELCO WIRING OUTSIDE A BUILDING, ABOVE GRADE AND EXPOSED TO WEATHER SHALL BE IN WATER TIGHT GALVANIZED RIGID STEEL CONDUITS (RGS) AND WHERE REQUIRED IN LIQUID TIGHT FLEXIBLE METAL OR NONMETALLIC CONDUITS.
8. BURIED CONDUIT SHALL BE RIGID NONMETALLIC CONDUIT (RIGID SCHEDULE 40 PVC); DIRECT BURIED IN AREAS OF OCCASIONAL LIGHT TRAFFIC. ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY TRAFFIC.
9. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT SHALL BE USED INDOORS AND OUTDOORS IN AREAS WHERE VIBRATION OCCURS AND FLEXIBILITY IS NEEDED.
10. ELECTRICAL WIRING SHALL BE COPPER WITH TYPE THHN, THWN-2, OR THIN INSULATION.
11. RUN ELECTRICAL CONDUIT OR CABLE BETWEEN ELECTRICAL UTILITY DEMARCATION POINT AND PROJECT OWNER CELL SITE PPC AS INDICATED ON THIS DRAWING. PROVIDE FULL LENGTH PULL ROPE. COORDINATE INSTALLATION WITH UTILITY COMPANY.
12. RUN TELCO CONDUIT OR CABLE BETWEEN TELEPHONE UTILITY DEMARCATION POINT AND PROJECT OWNER CELL SITE TELCO CABINET AND BTS CABINET AS INDICATED ON THIS DRAWING. PROVIDE FULL LENGTH PULL ROPE IN INSTALLED TELCO CONDUIT. PROVIDE GREENLEE CONDUIT MEASURING TAPE AT EACH END.
13. ALL EQUIPMENT LOCATED OUTSIDE SHALL HAVE NEMA 3R ENCLOSURE.
14. PPC SUPPLIED BY PROJECT OWNER.
15. GROUNDING SHALL COMPLY WITH NEC ART. 250. ADDITIONALLY, GROUNDING, BONDING AND LIGHTING PROTECTION SHALL BE DONE IN ACCORDANCE WITH METRO MOD CELL SITE GROUNDING STANDARDS.
16. GROUND CABLE SHIELDS MINIMUM AT BOTH ENDS USING MANUFACTURERS CABLE GROUNDING KITS SUPPLIED BY PROJECT OWNER.
17. USE #6 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE GROUNDING (UNLESS OTHERWISE SPECIFIED) AND #2 SOLID TINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE DRAWING.
18. ALL POWER AND GROUND CONNECTIONS TO BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY HARGER (OR APPROVED EQUAL) RATED FOR OPERATION AT NO LESS THAN 75°C OR CADWELD EXOTHERMIC WELD. DO NOT ALLOW BARE COPPER WIRE TO BE IN CONTACT WITH GALVANIZED STEEL.
19. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE. ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY. BOND ANY METAL OBJECTS WITHIN 6 FEET OF PROJECT OWNER EQUIPMENT OR CABINET TO MASTER GROUND BAR OR GROUNDING RING.
20. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE COPPER LUGS. APPLY OXIDE INHIBITING COMPOUND TO ALL LOCATIONS.
21. APPLY OXIDE INHIBITING COMPOUND TO ALL MECHANICAL GROUND CONNECTIONS.
22. CONTRACTOR SHALL PROVIDE AND INSTALL OMNI DIRECTIONAL ELECTRONIC MARKER SYSTEM (EMS) BALLS OVER EACH GROUND ROD AND BONDING POINT BETWEEN EXISTING TOWER/ MONOPOLE GROUNDING RING AND EQUIPMENT GROUNDING RING.
23. CONTRACTOR SHALL TEST COMPLETED GROUND SYSTEM AND RECORD RESULTS FOR PROJECT CLOSE-OUT DOCUMENTATION. 5 OHMS MINIMUM RESISTANCE REQUIRED.
24. CONTRACTOR SHALL CONDUCT ANTENNA, CABLE, AND LNA RETURN-LOSS AND DISTANCE-TO-FAULT MEASUREMENTS (SWEEP TESTS) AND RECORD RESULTS FOR PROJECT CLOSE OUT.
25. THE T-MOBILE ELECTRICAL EQUIPMENT INCLUDING PANEL, SWITCH GEAR AND DISCONNECT ARE TO BE LABELED WITH ENGRAVED BAKELITE LABELS.

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SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER: REVISION:
E1

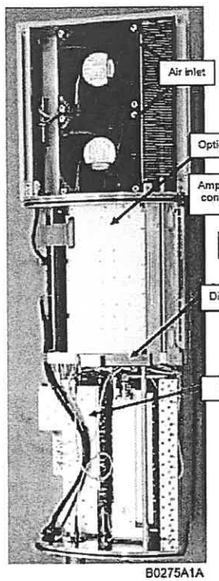


figure 3-2 Remote Unit, front view, fully RF equipped

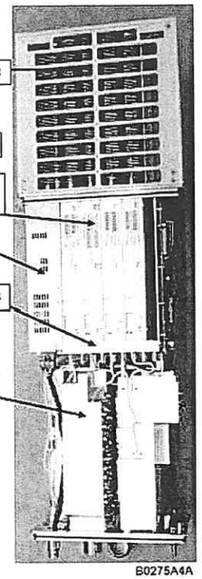


figure 3-3 Remote Unit, rear side, fully RF equipped

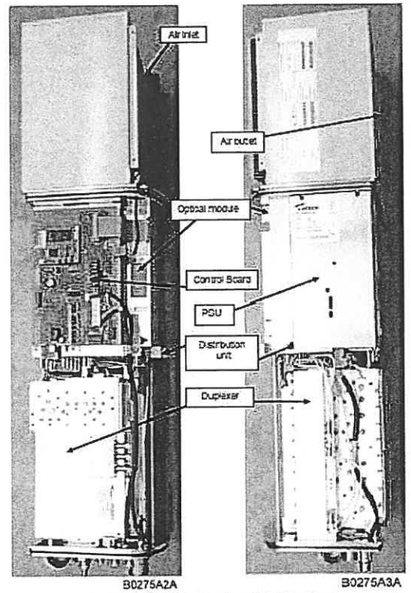


figure 3-4 Remote Unit, side views, fully RF equipped

Amphenol ANTENNA SOLUTIONS — 696-960 / 1695-2180 / 1695-2180 MHz

CWWT070X06Fxy-0

Tri Band | Tri Sector Cylindrical Antenna | XXX-Pol | 70° / 70° / 70° | 10.0 / 14.0 / 14.0 dBi | Fixed Tilt

- Tri band, cylindrical antenna
- Tri sector configuration, 120° spacing with 18 connectors
- Ideal for Small Cell / DAS applications
- Can be ordered with a variety of different mounting options
- Also available with internal diplexer and/or GPS system

Ordering Options	Model Number*	Includes
Antenna only, no mounting kit	CWWT070X06Fxy-0	—
Antenna with Side Mounting Pole Mounting Kit	CWWT070X06Fxy-0S	CWT-MKS-SIDE
Antenna with Top Mounting Pole Mounting Kit	CWWT070X06Fxy-0T	CWT-MKS-TOP
Antenna with Utility Pole Mounting Kit	CWWT070X06Fxy-0U	WB3X-MKS-01

*When ordering, replace the "x" in the model number with the desired electrical downtilt for the 695-960 band (any integer) and replace the "y" in the model number with the desired electrical downtilt for the 1710-2170 MHz range. Select from the options listed below under Electrical Downtilt.

Additional Antenna Options	
Similar antennas are available with the following features. Please refer to antenna data sheets for details. Specifications may differ.	
Antenna with Internal Diplexer, but without GPS System	Refer to model number: CWWT070X06Fxy-1
Antenna without Internal Diplexer, but with GPS System	Refer to model number: CWWT070X06Fxy-0
Antenna with Internal Diplexer and with GPS System	Refer to model number: CWWT070X06Fxy-1

Electrical Characteristics	696-960 band		High Band #1 and #2: 1695-2180			
Frequency Bands (MHz)	696-806	806-960	1695-1880	1850-1990	1920-2180	
Polarization	±45°		2x ±45° (Quad Pol)			
Horizontal Beamwidth	70°	65°	70°	68°	65°	
Vertical Beamwidth	20°	20°	14°	14°	15°	
Gain	9.0 dBi	10.0 dBi	13.0 dBi	13.5 dBi	14.0 dBi	
Electrical Downtilt	0, 2, 5		0, 2, 4, 6			
Impedance	50Ω		50Ω			
VSWR	≤ 1.5:1		≤ 1.5:1			
Return Loss (or Better)	> 14 dB		> 15 dB			
Front-to-Back Ratio	> 30 dB		> 30 dB			
Isolation Between Ports	20 dB		22 dB			
IM3 (2x20W Carriers)	< -153 dBc		< -153 dBc			
Input Power	500 W		250 W			
Number of Connectors Per Band	6 Connectors/Band		12 Connectors/Band			
Total Number of Connectors / Type / Location	18 Connectors / 4.3-10 Mini-DIN / Female / Bottom of Antenna					
Diplexer	No					
Number of Sectors / Sector Spacing	3 Sectors / 120° Spacing					
Lightning Protection	Direct Ground					
Mechanical Characteristics						
Dimensions (Height x Diameter)	610 x 371 mm		24.0 x 14.6 in			
Weight without Mounting Brackets	18 kg		40 lbs			
Survival Wind Speed	200 km/hr		125 mph			
Wind Area	0.22 m²		2.4 ft²			
Wind Loads (160 km/hr or 100 mph)	191 N		43 lbf			

Quoted performance parameters are product specification limits for single use, and may vary as a result of normal manufacturing and operational conditions. Extreme operational conditions and/or abuse on structural supports is beyond our control. Such conditions may result in damage to the product. Improvements to product may be made without notice.

REV013015R — www.amphenol-antennas.com — 1 of 3

4.2 / E2 **AMPHENOL ANTENNA 18 PORT CWWT070X06Fxy-0**

Amphenol ANTENNA SOLUTIONS — Mounting Kits

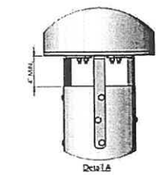
WB3X-MKS-01

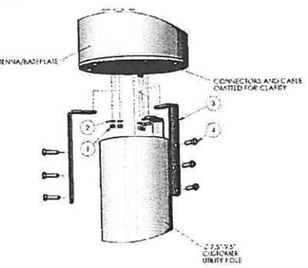
Utility Pole Mounting Kit for Cylindrical Antennas

Mounting Instructions	
Step 1	Attach pole mount brackets (Item 2) to antenna base plate using fasteners (Items 1 and 3). Tighten to 15 lb-in (1.7 N-m).
Step 2	Attach pole mount brackets (Item 2) to pole assembly to perimeter utility pole using lag screws (Item 4).
Step 3	Make all electrical connections weatherproof with self amalgamating tape.

Parts List	Description	Quantity
Item 1	Flat Washer, 3/8-16 HDG	6
Item 2	Lock Washer 3/8 HDG	6
Item 3	Pole Mount Bracket	3
Item 4	Galvanized Hex Lag Screw (1/2 x 2" Long)	9

Mechanical Characteristics	
Weight	2.7 kg (6 lbs)





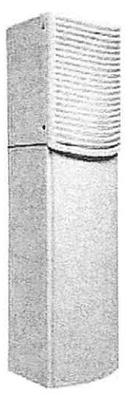
Coupled performance parameters are provided to offer based on some values only and may vary as a result of normal manufacturing and operational conditions. Extreme operational conditions and/or abuse on structural supports is beyond our control. Such conditions may result in damage to the product. Improvements to product may be made without notice.

REV110514D — www.amphenol-antennas.com — 1 of 1

4.3 / E2 **AMPHENOL LOPE TOP MTG KIT WB3X-MKS-01**

Optical Remote Unit

ION™-M7P/85P/17P/19P (ML-Cabinet)



4.2.2. Connections

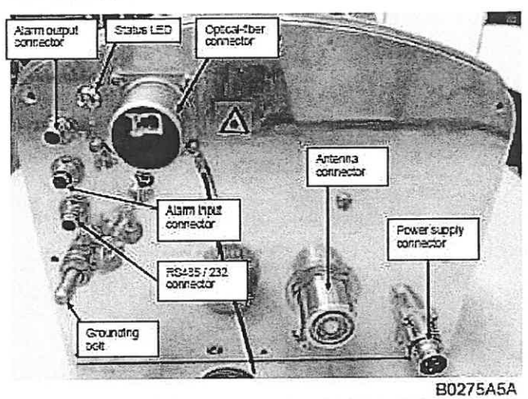


figure 4-4 Connector flange of ION-M7P/85P/17P/19P

4.1 / E2 **REMOTE RADIO HEAD - ION™-M7P/85P/17P/19P**

NOTES: COLOR – LIGHT GRAY

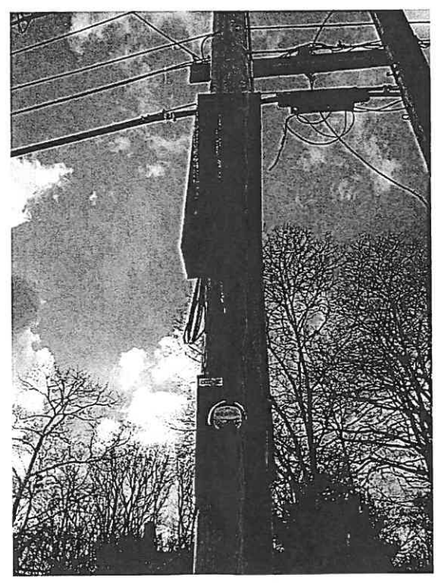
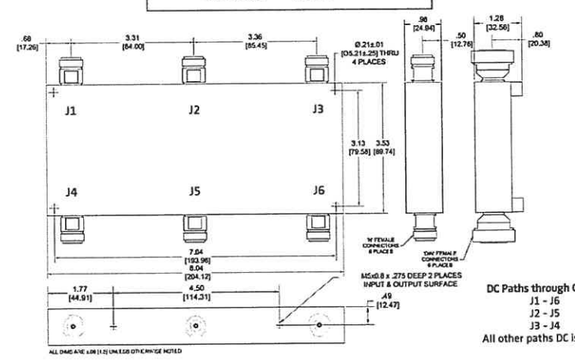


IMAGE OF (2) RADIO ION'S MOUNTED IN A PROTECTIVE SHROUD

Coupling, all paths:	4.8 dB nominal
Impedance:	50Ω nominal
Power Rating/input:	60W avg., 3kW pk.
Environment:	-35° to +65°C, IP64 (IP67 to order)
PIM (Intermodulation): (using low PIM loads)	<-150 dBc (with +43 dBm x2 tones)
Finish: Housing:	Passivated Aluminum
Connectors:	Triplate



DC Paths through CM-81
J1 - J6
J2 - J5
J3 - J4
All other paths DC isolatec

4.6 / E2 **MICROLAB COUPLER - CM-81DP**

K:\Projects\Extenet\Mary Washington\MaryWashington-NODES\NODE-PROFILES\Node-02-Profile-MW-VZW-2015.dwg

extenet SYSTEMS

Network Owner:
Extenet Systems
3030 Warrenville Rd.
Lisle, IL 60532

24/7 Network Operations Center:
(866)-892-5327

Network Implementation:
Rick Angelini, Extenet Systems
Director – Network Engineering & Implementation
RAngelini@extenetsystems.com
Cell: (508) 776-2161

PROJECT INFORMATION:

CELLULAR DAS NETWORK
MW-VZW-NODE-02
FREDERICKSBURG, VA

CURRENT ISSUE DATE:

6/30/2015

ISSUED FOR:

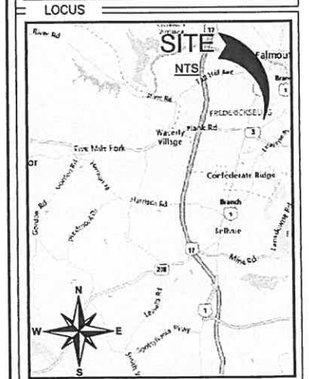
PROPOSED

PLANS PREPARED BY:

Waveguide
10 N. Southwood Dr.
Nashua, NH 03063
(603) 598-0096
www.waveguidefiber.com

DRAWN BY:	CHK.:	APV.:
BJA	SJ	RA

LOCUS

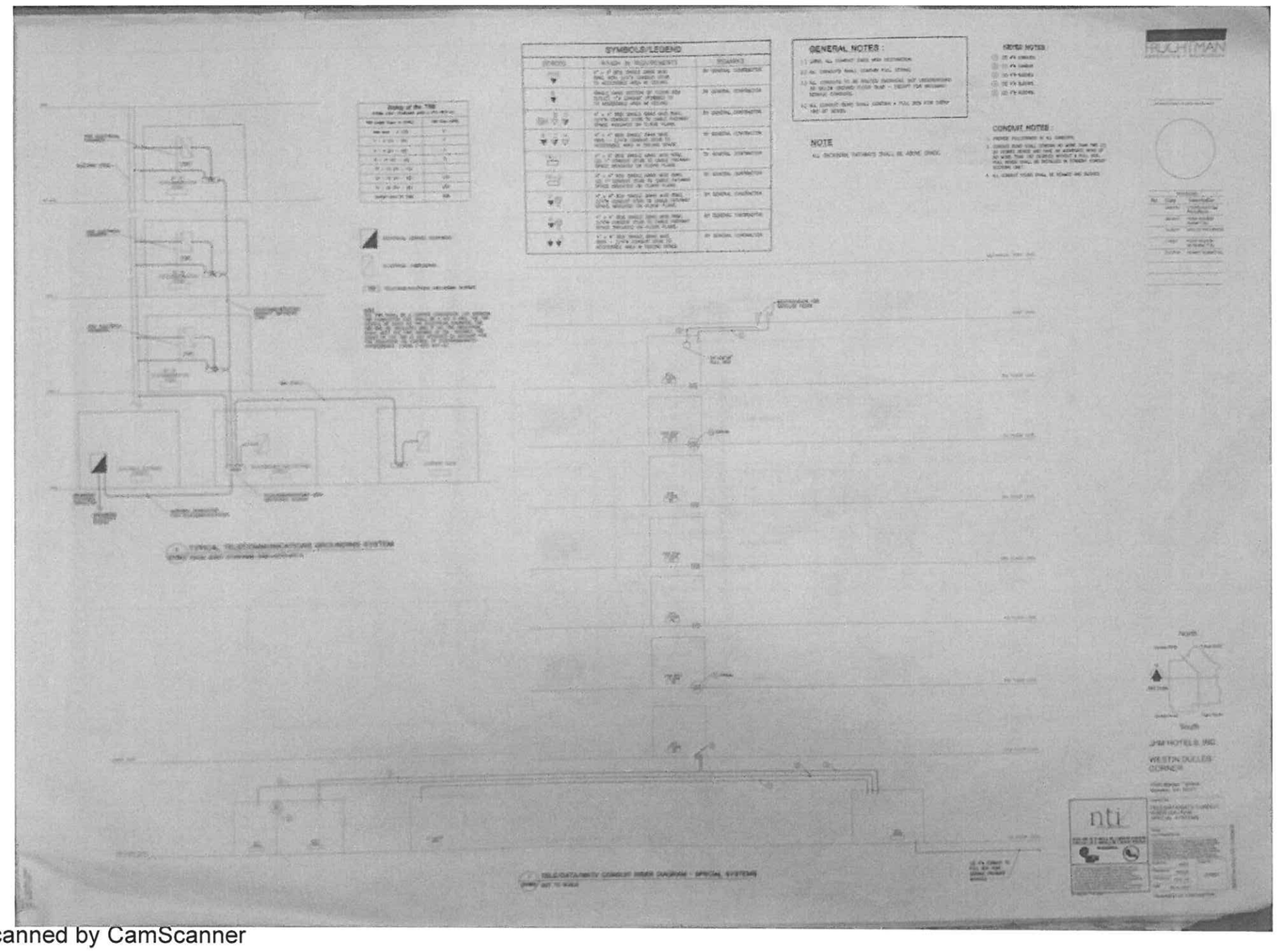


SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER: REVISION:

E2



Scanned by CamScanner

Location: public rights-of-way (no GPIN)

LICENSE

This license agreement, dated _____ 2016, is between the CITY OF FREDERICKSBURG, VIRGINIA, a municipal corporation, and EXTENET SYSTEMS (VIRGINIA) LLC, a Virginia limited liability company ("Licensee").

Recitals

Licensee seeks to install, maintain, and use telecommunication cable and equipment in public rights-of-way owned and controlled by the City.

The City Council, by Ordinance 15-___, adopted on _____, 2016 after a public hearing, authorized the City Manager to sign this license agreement.

Terms

The City hereby grants a license to use the public rights-of-way within the city's boundaries to Licensee, on these terms:

1. **Term**. The term of this license is from _____ to _____. [15 YEARS]

2. **Fee**. Licensee shall pay the City, as fair and reasonable compensation for use of the public rights-of-way owned and maintained by the City, an annual fee of $1200. This fee is due on September 1 of each year. Licensee shall pay a 10% late fee on any late payment. If a payment is more than 30 days late, the total amount due will bear 1% interest per month until paid in full.

3. **Location**. This license is for use of City property in accordance with the twelve sets of attached plans titled CELLULAR DAS NETWORK MW-VZW-NODE-01 through CELLULAR DAS NETWORK MW-VZW-NODE-12, dated 6/30/2015. Licensee shall not deviate from those plans without written permission from the City Manager.

4. **Generally applicable requirements**. This license is not a waiver of the requirements of any City ordinance, resolution, regulation, or permitting process. Licensee is responsible for obtaining all required permits at its own expense, and for complying with all City requirements.

5. **Safety and quality**. Licensee shall ensure that all activity under this license is performed safely, thoroughly, reliably, and in accordance with all relevant industry, professional, and federal and state-mandated standards and laws. All materials installed in the public right-of-way under this license must be of good and durable quality. If the City concludes that work or materials under this license are harmful to the health or safety of any person or property, Licensee shall correct the problem at its own expense.

6. **Termination**.
   a. Licensee may terminate this agreement by notifying the City at least 30 days in advance that it intends to do so, in which case the license terminates on the date the City receives written confirmation from Licensee that Licensee has removed all of its cables and equipment from City property, restored all affected City property to its original condition, and paid all amounts due to the City under the license.
   b. The City may terminate this agreement if Licensee (i) has not completed installation of its cables and equipment within one year of the start of the license term; (ii) ceases use of its cables and equipment; (iii) has not paid an amount due to the City under this license; (v) removes its cables and equipment; or (iv) violates any provision of this license.
   c. If the City intends to terminate the license, it shall notify Licensee of the specific reason why and allow Licensee 30 days to respond to the notice. The City shall then notify Licensee in writing that either (i) Licensee has responded adequately to the notice, or (ii) Licensee has not responded adequately to the notice and that the license is terminated immediately.
   d. Upon termination or expiration of this license, Licensee shall remove all of its cables and equipment from City property and restore all affected City property to its original condition.

7. **Non-exclusivity**. This is a non-exclusive license. It does not limit the City's right to grant permission to any other person or entity to use the public rights-of-way.

8. **Disturbing rights-of-way**.
   a. Licensee shall notify the City Public Works Department and receive a City utility permit before disturbing any street, alley, or sidewalk. Licensee's permit application must include any plans, specifications, traffic control plans, and other information that the Public Works Department deems necessary for an adequate review of the proposed work. The City shall approve or deny the permit application promptly, and shall not unreasonably withhold a permit. This section does not apply to emergency situations or where the Director of Public Works has expressly waived a requirement in writing.
   b. If Licensee disturbs streets, alleys, sidewalks, utility lines, or other public property, it shall restore the property to its original condition as soon as practicable in accordance with City standards. If Licensee does not do so within a reasonable time, the City may do so at Licensee's expense.

9. **Records**. At the City's request, Licensee shall send the City (at no cost to the City and within 10 days of the request) copies of Licensee's plans, maps, and records pertaining to this license.

10. **Removal and relocation**.
    a. If the City determines that Licensee's cables or equipment need to be removed or relocated, Licensee shall remove or relocate its cables and equipment as requested by the City within a reasonable time.
    b. Generally, removal or relocation is at Licensee's expense. If the City requests a removal or relocation, the City shall provide a substitute location for Licensee's facilities and shall obtain all required City permits. If the removal or relocation is for the benefit of a third party (a developer, for example), the third party is responsible for all costs.
    c. If the Licensee does not remove or relocate its cables and equipment within a reasonable time of the City's request to do so, the City may, after 30 days written notice to Licensee, remove or relocate the cables and equipment itself at Licensee's expense.

11. **Trees**. Licensee shall not damage trees in or near the public rights-of-way more than reasonably necessary.

12. **Assumption of Risk**. Licensee assumes all risks of loss and damage to its cables and equipment, including any interference or loss of service and any resultant consequential damages that result from City operations.

13. **Indemnification**. Licensee shall save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Licensee's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of Licensee in performance or nonperformance of its work under the license. This indemnification survives the termination of the license.

14. **Insurance**. Licensee shall maintain the following insurance coverage during the entire term of this license:
    a. Two million dollars for bodily injury to or the death of any one person.
    b. Three million dollars for bodily injury or death resulting from any one event.
    c. Three million dollars in commercial general liability insurance.

    The City must be named as an additional insured on these policies, and Licensee shall provide copies of its certificates of insurance to the City. Licensee may instead maintain self-insurance that meets the requirements of this section.

15. **Assignment**. Licensee shall not assign or otherwise transfer any of its rights, obligations, or interests in this license without the written permission of the City.

16. **Choice of Law, Venue**. This license is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any state litigation regarding this license.

17. **Authorization to do Business in Virginia**. Licensee is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Licensee shall not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this license.

18. **Notices**. Notices pertaining to this license must be sent by first-class mail to:

    To the City:
    Fredericksburg City Manager
    PO Box 7447
    Fredericksburg, Virginia 22404-7447

    To Licensee:
    ExteNet Systems (Virginia) LLC
    3030 Warrenville Road, Suite 340
    Lisle, Illinois 60532
    ATTN: CFO

    With a copy to General Counsel at the same address.

19. **Severability**. If a court declares any part of this license to be invalid, void, or unenforceable, the rest of the license remains in effect.

20. **Strict Performance**. The failure of a party to insist upon the other party's strict performance of the terms of the license is not a waiver of the right to insist upon strict performance of those terms at a later time.

By signing below, the City and Licensee agree to the terms of this license.

CITY OF FREDERICKSBURG

By:_____
Beverly R. Cameron, City Manager

Attest:

_____
Deputy City Clerk

Approved as to form:

_____
City Attorney

EXTENET SYSTEMS (VIRGINIA) LLC

By:_____
Daniel L. Timm
Vice President

STATE OF ILLINOIS
County of DuPage:

This license agreement was acknowledged on _____, 2016, by Daniel L. Timm as Vice President of EXTENET SYSTEMS (VIRGINIA) LLC, on behalf of the company.

_____
Notary Public

Certification # _____
My Commission Expires: _____

ITEM #10D

MEMORANDUM

TO: Beverly R. Cameron, City Manager
FROM: Deidre Jett, Budget Manager
RE: Resolution Amending the Fiscal Year 2016 City Grants Fund Budget by Appropriating $145,000 Based on a 2015 Homeland Security Grant for the Purchase of a Vehicle and Equipment for the City's Hazardous Materials Response Team
DATE: March 9, 2016

ISSUE

Shall City Council approve a resolution on first read by amending the fiscal year 2016 City Grants Fund budget by appropriating $145,000 based on a 2015 Homeland Security Grant for the purchase of Haz-Mat equipment which includes a replacement truck and other equipment related to the Hazardous Materials Response Team?

RECOMMENDATION

Staff recommends approval on first reading. A second reading is required and will be scheduled for April 12, 2016.

BACKGROUND

The City applied for and received grant funding from the Virginia Department of Emergency Management (VDEM). The City was allocated an award of $145,000 for a 2015 State Homeland Security Program Grant. The purpose of this program is to *"assist state and local governments in support of the State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events."*

The funds will be used to purchase a 2016 Freightliner M2-106 medium duty 4-door trailer hauler unit. The new apparatus will be capable of pulling the Fire Department's 40' Wells Cargo gooseneck trailer and the new foam unit which is being acquired in partnership with Lincoln Terminal Services. The existing hauler unit (Chevrolet pickup truck) will be maintained by the Fire Department and used as station vehicle. It will be available to pull other trailers when required for the Confined Space, Mass Decontamination and Mass Casualty units. The cost of the vehicle is estimated at $120,000.

The remaining $25,000 in funding will be used to purchase a variety of supporting equipment for the Hazardous Materials Response Team. This includes replacement of Personal Protective Equipment which is either aging or no longer meets the manufacturers testing requirements; the replacement and upgrade of aging and out of service decontamination equipment and supplies; and replacement of the mast mounted surveillance camera on the Command vehicle to a unit which is capable of both thermal and night vision.

FISCAL IMPACT

Local funds are not required for the purchase of the vehicle and equipment. Revenues and expenditures within the City Grant Fund will increase by the requested appropriation of $145,000. Ongoing maintenance of the vehicle and equipment is expected to be about $1,000 in Fiscal Year 2017 and has been incorporated into the recommended budget.

cc: Mark Whitley, Assistant City Manager
Chief Eddie Allen, Fire Chief
Clarence Robinson, Director of Fiscal Affairs

MOTION:

SECOND:

March 22, 2016
Regular Meeting
Resolution No. 16-xx

RE: **AMENDING THE FISCAL YEAR 2016 CITY GRANTS FUND BUDGET BY APPROPRIATING $145,000 BASED ON A 2015 HOMELAND SECURITY GRANT FOR THE PURCHASE OF A VEHICLE AND EQUIPMENT FOR THE CITY'S HAZARDOUS MATERIALS RESPONSE TEAM**

ACTION: **APPROVED; Ayes: 0; Nays: 0**

FIRST READ:_____ **SECOND READ:**_____

WHEREAS, the City of Fredericksburg Fire Department's Hazardous Materials Response Team has been awarded a 2015 State Homeland Security Program Grant from the Virginia Department of Emergency Management;

WHEREAS, this grant supports the City's role in the implementation of State Homeland Security Strategies,

WHEREAS, this grant will be used to purchase a vehicle and equipment related to these Strategies,

WHEREAS, there are no other local funds associated with this grant, and

WHEREAS, City Council wishes to appropriate these funds;

NOW, THEREFORE, BE IT RESOLVED that the following appropriations amending the FY 2015 budget be recorded in the City Grants Fund:

CITY GRANTS FUND
Source

Categorical Aid		
3-210-024040-0153	2015 VDEM Haz-Mat #VA-HSGP-0244	$ 145,000
Department Total:		$ 145,000
Total Source:		**$ 145,000**

Use

2015 VDEM Haz-Mat #VA-HSGP-0244

4-210-032443-8201	Machinery & Equipment - Additions	$	25,000
4-210-032443-8205	Motor Vehicles & Equipment – Additions		120,000
Department Total:		$	145,000

Total Use: **$ 145,000**

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

****

Clerk's Certificate

I, Tonya B. Lacey the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No. 16-xx duly adopted the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____

Tonya B. Lacey, CMC
Clerk of Council

ITEM #10E

MEMORANDUM

TO: Beverly R. Cameron, City Manager
FROM: Doug Fawcett, Director of Public Works
DATE: March 15, 2016
SUBJECT: **Contract Award – Improvements to Parking Lot at 1016 Charles Street**

ISSUE
Shall the City Council authorize the City Manager to execute a contract for performance of improvements to the parking lot at 1016 Charles Street?

RECOMMENDATION
Yes. We recommend that City Council adopt the attached resolution authorizing the City Manager to execute a contract for this work.

Please note: Bids for performance of the work are due on Monday, March 21. We will provide the bid results and a recommendation for contract award shortly after receipt of the bids. Although we understand that it is unusual for staff to ask City Council to authorize award of a contract so quickly after receipt of bids, we are taking this action to avoid a delay in proceeding with the work by having to wait three weeks for our next opportunity to present this matter to City Council (at its April 12 meeting.)

DISCUSSION
The Economic Development Authority recently purchased the former Stellar Bank property at the intersection of Charles and Amelia Streets (with funds provided both by the City and the EDA.) The transfer of ownership of a significant portion of the property to the City for use as a public parking lot is pending and will be completed shortly.

Plans have been prepared for improvements to the lot and bids are being sought to perform the improvements. The improvements will include removal of the surface of the lot and replacement with new asphalt (both for quality of the surface and to assure proper drainage), installation of small islands to direct traffic flow and to create landscaping opportunities, installation of pavement markings and certain other miscellaneous improvements.

FISCAL IMPACT
A budget of $125,000 has been established for the improvements. Approximately $10,000 of this amount has been spent on design of the improvements and obtaining necessary approvals to perform the work.

Attachments: Resolution

NOTE: A revised version of this resolution, containing all relevant information, will be submitted after bids are received on Monday, March 21 to perform the referenced work.

MOTION: **March 22, 2016**
Regular Meeting

SECOND: **Resolution No. 16-__**

RE: **AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR PERFORMANCE OF IMPROVEMENTS TO THE PROPERTY AT 1016 CHARLES STREET WITH _____ IN THE AMOUNT OF $ _____**

ACTION: **APPROVED: Ayes: ; Nays:**

WHEREAS, the City Council of the City of Fredericksburg, Virginia desires to authorize the performance of certain improvements to the property at 1016 Charles Street in preparation for establishing a public parking lot on this property; and

WHEREAS, on March 21, the City received bids for the performance of these improvements; and

WHEREAS, the low bid was submitted by _____.

NOW THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to execute a contract for performance of the improvements with _____ in the amount of $ _____.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

****

Clerk's Certificate

I, the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No.16-__ duly adopted the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____

Tonya B. Lacey, CMC
Clerk of Council

ITEM #10F

MEMORANDUM

TO: Beverly R. Cameron, City Manager
FROM: Doug Fawcett, Director of Public Works
DATE: March 16, 2016
RE: Virginia Department of Transportation Primary Extensions Paving Program

ISSUE

Shall the City Council authorize the City Manager to execute documents related to FY17 VDOT Primary Extensions Paving Program funding?

RECOMMENDATION

Staff recommends that the Council adopt the attached resolution authorizing the City Manager to execute the funding applications and all other documents necessary to the proper administration of these funds.

DISCUSSION

FY17 represents the third year that municipalities that maintain Primary Extensions (i.e., primary federal/state roadways that run through the municipality) have been eligible receive a portion of reconstruction and paving allocations previously only distributed to Interstates and Primary Roads. The City applied for these funds in FY15, but did not receive funding. The City reapplied for FY16 funding and received a total of $825,000 to improve segments of Jefferson Davis Highway and Lafayette Boulevard.

Funding is awarded based on a variety of factors including the current condition of the surface of the roadway for which funding is sought. Based on condition data provided by VDOT, staff recommends that the City apply for FY17 funding for the following roadway segments in the amounts shown below:

Street	From	To	Length	Estimated Cost
William Street/Route 3 (west bound)	Westmont Drive	Virginia Partners Bank	.352 mile	$181,750
Dixon Street NB	Beulah Salisbury	Hazel Run	.648 mile	$292,250
Blue and Gray Parkway EB	Bridge over Dixon Street	West end of Bridge over River	.319 mile	$131,900
Blue and Gray Parkway EB	Bridge over Railroad	Bridge over Dixon Street	.293 mile	$123,000
TOTAL				**$718,900**

FISCAL IMPACT

The Primary Extensions program is funded entirely by VDOT. Thus, no local match is required.

Attachment: Resolution

MOTION:

SECOND:

March 22, 2016
Regular Meeting
Resolution No. 16-__

RE: **AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR FISCAL YEAR 2017 VIRGINIA DEPARTMENT OF TRANSPORTATION FUNDING THROUGH THE PRIMARY EXTENSIONS PAVING PROGRAM AND TO EXECUTE ALL OTHER DOCUMENTS ASSOCIATED WITH THIS FUNDING**

ACTION: **APPROVED: AYES: 0; NAYS: 0**

WHEREAS, the City of Fredericksburg desires to submit supplications for funding through the VDOT Primary Extensions Paving Program; and

WHEREAS, the segments of primary extensions roadways and amounts of funding sought to perform improvements on these roadways are as follows:

Street	From	To	Length	Estimated Cost
William Street/Route 3 (west bound)	Westmont Drive	Virginia Partners Bank	.352 mile	$181,750
Dixon Street (north bound)	Beulah Salisbury	Hazel Run	.648 mile	$292,250
Blue and Gray Parkway (east bound)	Bridge over Railroad	Bridge over Dixon Street	.293 mile	$123,000
Blue and Gray Parkway (east bound)	Bridge over Dixon Street	West end of Bridge over River	.319 mile	$131,900
TOTAL				**$718,900**

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to execute the applications for funding, essentially as shown above with any revisions determined to be necessary prior to or after submission and also is authorized to execute all other documents necessary to the proper administration of these funds.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

****

Clerk's Certificate

I, the undersigned, certify that I am Clerk of Council of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No. 16-_ duly adopted at a meeting of the City Council meeting held March 22, 2016 at which a quorum was present and voted.

_____

Tonya B. Lacey, CMC
Clerk of Council

ITEM #10G

MEMORANDUM

TO: Mayor Greenlaw and Members of City Council
FROM: Beverly R. Cameron, City Manager
DATE: March 16, 2016
SUBJECT: City Manager's Update

Highlights of major activities and other notable developments:

Caroline Street Water Line Improvements – Work will begin mid-April on the replacement of the water lines on Caroline Street from Amelia Street south to Lafayette Boulevard (during 2016) and Lafayette Boulevard to the south end (early-mid 2017.) A meeting was held on March 10 with downtown merchants to discuss the project, including the schedule, and to address concerns. The contractor (W.C.Spratt) will work from mid-April until early November, then suspend work until early January, 2017. The schedule provides for work to take approximately 45 days in each block. During the work, the parking lane and travel lane on one side of the street will be closed to traffic while traffic flow is maintained in the remaining travel lane and parking permitted in the remaining parking lane. Deliveries will be accommodated and work that requires disruption of water service will be performed, to the degree feasible, during low demand periods (late night/ early morning hours.) Information on the website www.fredericksburgva.gov will be updated regularly throughout the project.

Next Phase of Distribution of Refuse/Recycling Carts – Refuse and recycling carts are being distributed March 16-18 to neighborhoods in and near the Lafayette Boulevard corridor (south of the Blue and Gray Parkway.) Neighborhoods included in this distribution are: Confederate Ridge; Morningside; Kensington Hill; Braehead Woods and various properties with Lafayette Boulevard addresses. There are just over 500 customers of the City's refuse collection service in these neighborhoods. Residents in these neighborhoods recently received notice of the distribution of carts and that refuse and recyclables will be collected on Tuesdays beginning Tuesday, March 22.

The next distribution of carts will occur in June (Hills of Snowden; The Preserves; Westwood; Westmont; Altoona; Huntington Hills; Great Oak Estates.) The remaining distributions will be in October (Normandy Village; Elwood City; Elmhurst and properties west of the Rappahannock Canal), March, 2017 (College Terrace) and May, 2017 (neighborhoods between the Rappahannock Canal and Lafayette Boulevard.)

City Targets Family Reunion Organizers in Annual Workshop – Forty-one reunion planners and twenty local vendors came together at the Fredericksburg Hospitality House Hotel and Conference Center for the Fredericksburg Regional Reunion Workshop on March 5. This fifth annual workshop hosted by the Department of Economic Development and Tourism was an

opportunity to share with reunion planners why the Fredericksburg area is a great location for their next gathering. Veteran reunion planner Pamela Williams shared her knowledge for organizing a successful reunion. The city's Parks and Recreation Department attended with many ideas on how they can help reunion planners.

Economic Development and Tourism and Police Department Assisting in Student Skills Competition – SkillsUSA is a Leadership Conference and Skills Championship that will be in Fredericksburg April 15-16. SkillsUSA showcases high school students in 100 various work skill competitions to include automotive, construction, nursing, criminal justice, web design etc. The Fredericksburg Expo Center and Germanna Community College will host the bulk of the competitions; however the Fredericksburg Police Department will be hosting the criminal justice and crime scene competitions. SkillsUSA is expected to use 400 rooms per night, approximately 800 room nights and 1,200 attendees. This client has signed a two-year contract and will return to Fredericksburg in 2017 thanks to the efforts of EDT staff.

Fredericksburg Police Officers Begin Carrying NARCAN –
On February 23rd and 24th, all sworn police employees attended a mandatory training put on by the Fire Department on how to use NARCAN, a medication that can block the effects of opioids (heroin, oxycodone, etc.) and can reverse an overdose. When given intravenously, NARCAN works within two minutes. Patrol officers will now carry on NARCAN in their vehicles.

Parks and Recreation Summer Camps – The Parks and Recreation Department recently sent out the summer camps brochure to all City school children in grades K – 5 (see attached). The first day of summer camp registration was Tuesday, March 15th. In the first hour, more than 185 camp registrations occurred. The camps always prove to be popular summer activities for children and parents.

Parks Summer Hours Update – The gated parks throughout the City (Alum Springs, Old Mill, and Dixon) have all gone to summer hours, 8:00 a.m. – 8:00 p.m. as of March 11th. Motts Reservoir will be opening for the season on March 25th with hours from 7:00 am – 7:00 pm, Thursday – Monday.

Property Maintenance Report for February 2016 – A summary of property maintenance activities is attached for your review.

Building Construction Report for February 2016 – A summary of February's construction activities is attached for your review.

CITY OF FREDERICKSBURG, VIRGINIA

Community Planning and Building Department

PROPERTY MAINTENANCE REPORT - FEBRUARY 2016

PROPERTY MAINTENANCE	Feb-16		Feb-15		FY 2016	FY 2015
Complaints	5		3		114	116
Inspections	50		34		432	509
Notice of Violations Issued	32		18		181	248
Number of Violations Corrected	8		6		224	287
INOPERABLE VEHICLES						
Notice of Violations Issued	11		13		72	61
Number of Violations Corrected	8		6		63	42
Number of Vehicles Towed	0		0		0	3
STOP WORK ORDERS						
Number Issued	0		2		22	18
UNSAFE STRUCTURES						
Notice of Violation Issued	0		0		4	4
WEEDS, TRASH & GRASS						
Notice of Violations Issued	9		no stats		9	no stats
Notice of Violations Corrected	0		no stats		0	no stats

COMMENTS

This month was spent working on older property maintenance cases of vacant structures that had previously been issued violation notices. Also sending second notices to the property owner, trying to get a timeframe of when repairs will be made. So far there as been a higher than expec rate of response and will continue to work these cases until all the violations are abated. At the end of February, trash and grass notices became the responsibility of the Property Maintenance staff. Nine trash notices went out in the month of February.

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CITY OF FREDERICKSBURG, VIRGINIA

Community Planning and Building Department

BUILDING CONSTRUCTION ACTIVITY - FEBRUARY 2016

RESIDENTIAL	Feb-16		Feb-15		FY 2016		FY 2015	
New-Residential	0		1		27		8	
New-Plumbing/Electrical/Mechanical/Other	0		1		17		13	
Alterations/Additions	7		16		118		125	
Alt/Add - Plumbing/Electrical/Mechanical	27		43		294		290	
Certificates of Occupancy	0		1		24		20	
Fees Collected	$4,071.10		$7,610.60		$73,964.15		$58,519.05	
COMMERCIAL/MULTI-FAMILY		**SQFT/#UNITS**		**SQFT/#UNITS**		**SQFT/#UNITS**		**SQFT/#UNITS**
New-Commercial	1	1,707	1		8	42,300	6	60,108
New-Multi-Family	0		0		5	128	0	
New-Plumbing/Electrical/Mechanical/Other	11		6		68		52	
Alterations	23		18		200		187	
Alt-Plumbing/Electrical/Mechanical	42		27		355		329	
Certificates of Occupancy	1		1		10		16	
Fees Collected	$10,522.75		$13,637.85		$166,887.34		$127,604.09	
CERTIFICATES OF OCCUPANCY-EXISTING								
	14		9		85		95	
BUILDING INSPECTIONS PERFORMED								
	338		342		3773		3653	
UTILITY FEES COLLECTED								
Water Tap	$0.00		$0.00		$11,152.40		$11,062.12	
Water Availability	$0.00		$0.00		$350,800.00		$96,510.00	
Sewer Tap	$0.00		$0.00		$15,300.00		$20,400.10	
Sewer Availability	$0.00		$5,000.00		$584,600.00		$175,010.00	

COMMENTS

Issued permit for new tenant build-out for Jersey Mike Subs at 1607 Jefferson Davis Highway at Cowan Crossing.

February residential numbers for the current fiscal year are behind February numbers last year while commercial numbers are on par.

YTD numbers for the current fiscal year remain well ahead of last year's YTD statistics for both residential and commercial categories.

ITEM #10H

CITY COUNCIL
MEETINGS & EVENTS CALENDAR

City Hall Council Chambers, 715 Princess Anne Street, Fredericksburg, VA 22401

3/22/16	5:30 p.m. 7:30 p.m.	Work Session • FY17 Budget Discussion • Downtown Traffic Signals Regular Session	Suite, Room 218 Chambers
4/12/16	5:30 p.m. 7:30 p.m.	Budget Work Session Regular Session	Suite, Room 218 Chambers
4/19/16	5:30 p.m. 7:00 p.m.	Budget Work Session Budget Public Hearing	Suite, Room 218 Chambers
4/26/16	5:30 p.m. 7:30 p.m.	Budget Work Session Regular Session • Budget First Read	Suite, Room 218 Chambers
5/10/16	5:30 p.m. 7:30 p.m.	Work Session Regular Session • Budget Second Read	Suite, Room 218 Chambers
5/20/16	8:30 a.m.	Council River Trip	VA Outdoors Center 3219 Fall Hill Avenue

Boards & Commission	Meeting Dates/Time	Actual Date of Meeting	Members Appointed	Contact Person
Board of Social Services	bi-monthly 2nd Thursday/8:30 a.m.	April 14 at 8:30 a.m.	Duffy	Christen Gallik
Central Rappahnnock Regional Library	Quarterly 2nd Monday/5:00 p.m.	May 9 at 5 p.m.	Devine	Martha Hutzel
Chamber Military Affairs Council	Every other 3rd Thursday/3:30 p.m.	March 17 at 3:30 p.m.	Ellis	Susan Spears
Community Policy Management Team	Thursday after 3rd Tuesday/2:00 p.m.	March 17 at 2 p.m.	Greenlaw	Rosemary Grant
Fredericksburg Arts Commission	3rd Wednesday/6:30 p.m.	April 20 at 6:30 p.m.	Devine, Kelly	Julie Perry
Fredericksburg Area Museum C.C.	4th Wednesday/4:00 p.m.	TBD	Ellis	Tom Wack
Fredericksburg Clean & Green Comm.	1st Monday/6:00 p.m.	April 4 at 6 p.m.	Devine	Robert Courtnage
Fredericksburg Regional Alliance	Quarterly 3rd Monday/5:00 p.m.	April 18 at 5 p.m.	Greenlaw, Duffy	Curry Roberts
GWRC/FAMPO	3rd Monday/6:00 p.m.	March 21 at 6 p.m.	Kelly, Withers, Ellis - Alt.	Tim Ware
Housing Advisory Committee	As needed	TBD	Ellis, Frye	TBD
PRTC	1st Thursday/7:00 p.m.	April 7 at 7 p.m.	Kelly	Gina Altis
Rappahannock Area Agency on Aging	1st Wednesday/4:00 p.m.	April 6 at 4 p.m.	Withers	Leigh Wade
Rappahannock Council Against Sexual Assault	2nd Thursday/5:30 p.m.	April 14 at 5:30 p.m.	Ellis	Bobby Anderson
Rappahannock Juvenile Detention	bi-monthly last Monday/12 noon	March 28 at 12 noon	Greenlaw - Alt.	Carla White
Rappahannock Regional Solid Waste	bi-monthly 3rd Wednesday/1:30 p.m.	April 20 at 8:30 a.m.	Kelly, Withers	Keith Dayton
Rappahannock River Basin	Quarterly/1:00 p.m.	March 30 at 1 p.m. King George Co.	Withers	Eldon James
Recreation Commission	3rd Thursday/7:00 p.m.	March 17 at 7 p.m.	Duffy	Jane Shelhorse
Regional Group Home Commission	2nd Thursday/2:30 p.m.	April 14 at 2:30 p.m.	Duffy, Whitley	Ben Nagle
Town & Gown	Quarterly/3:30 p.m.	March 31 at 3:30 p.m. at University Center	Devine, Withers	Pam Verbeck
Virginia Railway Express Operations Board	3rd Friday/9:30 a.m.	March 18 at 9:30 a.m.	Kelly, Withers -Alt.	Richard Dalton