



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council
Regular Meeting
August 4, 2015 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
 - a. July 7, 2015 Regular Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Town Manager
 - d. Chief of Police
 - e. Town Treasurer (4th Quarter Report)
 - f. Boards and Commissions
8. **Regular Business**
 - a. Request to Participate in the Virginia Investment Pool
 - b. Request to Approve Gaslight Landing As-Built Drawings and Bond Release Request
 - c. Request to Initiate Zoning Text Amendment Relating to Chapter 66, Article VIII, Signs and Advertising
 - d. Request to Award Contract for Fiscal Year 2015 Financial Audit

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.

- e. Request to Award Contract for Street, Curb and Parking Lot Markings
- f. Request to Set Not To Exceed Amount for Town Hall Roof Replacement
- g. Request to Approve Purchase of New Town Banners for Town Gas Lights

9. Closed Session

10. Adjournment



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, July 7, 2015
7:00 p.m.

Present: Mayor Liz Quist, Vice Mayor Pat Sivigny, Joe McGuire, J. Matthew Dawson, Jim Drakes and Tyler Brown
Staff: Kirstyn Jovanovich, Town Manager; Martin Crim, Town Attorney; Bruce Reece, Town Engineer; Matt Williams, Assistant Town Engineer/Zoning Administrator; Chief Sheldon Levi, Town Sergeant/Chief of Police; Greg Holcomb, Town Clerk.

1. Call to Order

Mayor Quist called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Citizen's Time

Ms. Nancy Whaley, President of the Barrington Pointe and Occoquan Point Homeowners Association, requested that the Town paint the road striping down McKenzie Dr. She also requested that the Town trim the overgrown trees and bushes that are coming onto the roadway on McKenzie Dr. and Center Lane. She finally noted that the HOA will be providing Chief Levi with a list of residents from their community that have vehicles that do not have Virginia license plates or Town decals. She asked that the Town take measures to enforce those rules.

4. Approval of Minutes

It was moved to approve the minutes of the June 2, 2015, Regular Meeting and June 16, 2015 Work Session Meeting minutes;

A motion was made by Councilmember McGuire, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.

5. Council Member Reports

None

6. Mayor's Report

Mayor Quist met with Supervisor Mike May on June 23, 2015 regarding the closing of the Visitor Center. She noted that he met with the Board of Discover Prince William and Manassas on July 3, 2015 to discuss the issue. She stated that she is sending a letter to the Board of Discover Prince William County and Manassas outlining the Town's concerns. She notified the residents and Council that the Discover Prince William County and Manassas Board will be discussing the issue at the July 20 meeting, at 5:30 p.m. in the McCoart Building.

Mayor Quist then stated that she and Ms. Jovanovich will be meeting with Fairfax Water to discuss turning over the park, the ability to construct a temporary public entrance to the park during construction and the barbed wire fence installed by Fairfax Water.

7. Staff Reports

Report of Town Attorney: Mr. Martin Crim, Town Attorney, reported on the following activities:

1. Requested a closed session to discuss the craft show banner issue.
2. Noted that the Kiely's have hired an attorney to represent them at the Board of Zoning Appeals (BZA) meeting regarding the Kiely Court appeal filed by Ron Houghton. Mr. Crim stated he will be filing an opinion on behalf of the Town that the BZA is not the correct place for the appeal. The meeting will be on July 20, 2015 at 6:30 p.m. at Town Hall.
3. Working on a draft ordinance to better align the Town Code with the Virginia Code regarding the BZA.
4. Drafting MOU for the public art project, between the property owner and the town regarding maintenance responsibilities.
5. Revising the Town's standard formal contract.
6. Working with the Town Manager and the Town Engineer regarding the hazardous conditions at Occoquan Heights. The property owner has filed a Freedom of Information Act request regarding the issue.
7. Reviewed the Virginia Municipal League and VACO's cooperative investment pool contract.
8. Discussed the Veterans of Foreign War meals tax issue. Stated that he does not believe that there is an allowable exemption for the organization. However, he stated the Town could make a charitable contribution to the organization based on the amount of tax they would owe.
9. Discussed Reed v. Town of Gilbert Supreme Court Case and its repercussion on the Town's sign ordinance. Will be meeting with the Town Manager and Zoning Administrator to discuss impact on the Town's ordinances.

Report of Town Engineer: Mr. Reese, Town Engineer, reported on the following activities:

1. Land Disturbance Report:
 - a. Fairfax Water River Station tank demolition
 - b. Occoquan Heights
 - c. Gaslight Landing
 - d. Vistas of Occoquan
 - e. Rivertown Overlook
2. Approved one deck request.
3. Analyzed the VSMP and Chesapeake Bay ordinances and determined they were fully incorporated and no changes will be needed.

4. Fairfax County approved the Vulcan Quarry amendment and Fairfax Water Authority amendment.
5. Occoquan Heights bond release is still pending. They have not accomplished everything they need to do, including the overflows from storm events.
6. River Mill Park Update- Matt Williams, Assistant Town Engineer/Zoning Administrator.
 - a. Phase I of the project was resent for bidding due to high quotes received on the initial bid request. Five bids were received, with the lowest, responsible bid being around \$690,000. The Engineering Groupe is recommending Miller Brothers Incorporated for Phase I construction. Mr. Williams discussed what changed between bids and the timeline of construction in relation to the Town's Arts and Crafts Show. He also discussed how the footbridge would be shut down temporarily during construction and would be reopened when it was safe to do so.

Report of Town Manager: Ms. Kirstyn Jovanovich, Town Manager, reported on the following:

1. Commented on Ms. Whaley's request during citizens' time. She noted that the Town was taking measurements to obtain quotes for restriping Town properties and roadways, including re-striping the center line on McKenzie Drive, Town parking lots and curbing. She further stated she would work with the owners of properties that have over grown vegetation.
2. River Road repaving was completed. No agreement was reached with property owners regarding the paving of their parking spaces. However, the sub-contractor paved one parking spot due to a hole that they thought would impact the stability of the pavement. They were advised to not pave the space and remain within the scope of the project. For fairness and equity for the property owners, the sub-contractor paved all of the spaces at no cost to the Town or the property owners.
3. Began working with Mr. Reese on sketches to improve the intersections for Ellicott St. and Mill St. and Washington St. and Mill St. in order to install crosswalks. The plans are being sent to VDOT for permitting.
4. Received two quotes for the removal of the tree near 304 Mill St.; requested a not-to-exceed amount of \$1,500 for the removal of the tree.

It was moved to set a not-to-exceed limit of \$1,500 for the removal of the tree near 304 Mill St.

A motion was made by Councilmember McGuire, seconded by Councilmember Dawson that the Action Item be approved. The motion carried by poll vote, unanimous.

5. An enclosure was built for the dumpster located in the parking lot located at the end of Poplar Alley. . This opened up two new public parking spaces.
6. The transition to the new building official and work order system has been smooth.
7. Working with Mr. Reese on the needed improvements to the Annex. The fencing has been removed.
8. Meeting with Fairfax Water Authority regarding access to River Mill Park during construction.
9. Noted that the investment pool discussion will be in August.
10. Requested guidance from Council regarding the VFW Meals Tax issue. She stated that the donation option can be incorporated into the budget process. However, the past years taxes cannot be forgiven. She stated that there will need to be more discussion with the Town Attorney on the matter.
11. Delinquencies for the month include Pink Bicycle being one month late on Meals Tax, nine properties delinquent on property taxes, Town Clerk sent notice to 36 entities that are registered with Virginia as a business entity but are not registered in Town. He is working on bringing them into compliance or noting their exemption.

As of last meeting 29 businesses were delinquent or out of business, 6 businesses have come into compliance. Finally, Riverside Coffee House sold to a new owner.

12. Applied for grant through VML for security cameras for Town Hall.
13. National Main Street Center is accepting three new communities. We are an affiliate. She noted that there is a meeting on July 23rd that she will be attending to learn more about the program benefits and application requirements.
14. Applied for Leadership Prince William's next class. It will impact September through June of next year, if selected.

Report of Chief of Police: Chief Levi provided a report on public safety activities during June 2015.

Vice Mayor Sivigny asked if everything worked well during the Spring Craft Show. Chief Levi stated that things ran very smooth and only minor incidents occurred.

Councilmember Drakes asked for clarification on the 5k races in his report. Chief Levi stated that the event organizers would contract for additional support and pay for that support. Chief Levi also noted that VDOT permits the use of the roadways but a discussion is had with the Town Manager and himself for approval of the races.

Councilmember McGuire questioned the mechanics of the police calls. Chief Levi noted that if a call comes through and he is on duty then the Prince William County police will dispatch him. If he is not on duty they send a unit.

Councilmember Dawson stated that he called the police on July 4th and waited a half hour before anyone showed up. He noted that there needs to be a better presence in Town during holidays. He witnessed three cars go the wrong way down Mill Street and kids were lighting fireworks off all over. Ms. Jovanovich stated that she and the Chief are working on the job descriptions for the auxiliary officers with an emphasis on weekends, nights and holidays.

Craft Show Report: Ms. Krista Forcier, Craft Show Director, provided a report on the Spring 2015 Arts and Craft Show.

She stated that there were more vendors, crafters and town merchants' participation over last spring's show. There was a drop in revenue because of a drop in buy/sell vendors and that she is no longer accepting service vendors unless they become a sponsor. She also noted that bus revenues were up \$4,000 over spring of last year.

Vice Mayor Sivigny asked about the increase in expenses between last spring's show and this spring's show. She noted that there were small increases in police, trash and other contracted services. She also increased the advertising.

Councilmember Dawson asked if we are losing vendors to the new Craft Show at the Work House Arts Center. Ms. Forcier said she does not believe we are and is not worried about losing any vendors to it. She did note she is worried about the parking logistics.

Councilmember Brown stated that there was a 10% decrease in revenue. He asked if she thought this trend would continue. Ms. Forcier stated that she thought it would only increase.

Councilmember McGuire asked about enforcing that only residents with Town Decals would be allowed driving up to their homes on McKenzie Dr. Chief Levi stated that only using the decals could cause tie ups on Tanyard Hill Rd. He further stated that we could not do this because it is an open public street and people may be visiting. He did not believe people were illegally parking in that area during the show.

Architectural Review Board Report:

No Report

Planning Commission Report:

Councilmember McGuire noted that Mr. Reese resigned from the board.

8. Regular Business

8A. Request to Appropriate Funds for Fiscal Year 2016

It was moved to appropriate funds in the Fiscal Year 2016 Budget.

A motion was made by Councilmember Drakes, seconded by Councilmember Dawson. The motion carried, 4-1, Councilmember Brown voting Nay.

8 B. Request to Approve Building Fee Schedule

It was moved to approve the building fee schedule.

A motion was made by Councilmember McGuire, seconded by Councilmember Drakes. The motion carried by poll vote, unanimous.

8 C. Request to Appoint Members to Vacancies on Planning Commission

It was moved to appoint Mr. Daniel Braswell to fill the unexpired term of Bryan Reese, effective July 7, 2015 through March 31, 2018.

A motion was made by Councilmember Dawson, seconded by Councilmember McGuire. The motion carried by poll vote, unanimous.

8 D. Request to Upgrade Firewall and Purchase Additional Town Hall Server

It was moved to approve the purchase of a business-grade firewall and an application server in an amount not to exceed \$1,630.

A motion was made by Councilmember McGuire, seconded by Councilmember Drakes. The motion carried by poll vote, unanimous.

8 E. Request to Attend Annual Virginia Association of Chiefs of Police Conference/Training

It was moved to allow the Chief of Police to attend the Annual Chief of Police conference and training in Williamsburg, VA from August 30 to September 2, 2015 for an amount not to exceed \$750.

A motion was made by Councilmember Drakes, seconded by Councilmember Sivigny. The motion carried by poll vote, unanimous.

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(7), another matter requiring advice of counsel regarding Craft Show banners. Councilmember McGuire seconded. Ayes: all by voice vote.

The Council came out of closed session at 8:23 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except

the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember McGuire seconded. **Motion passed, Ayes: Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny. Nays- Councilmember Brown, by roll call.**

10. Adjournment

The meeting adjourned at 8:24 p.m.

Greg Holcomb
Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 A: Request to Participate in the Virginia Investment Pool	

Explanation and Summary:

The Virginia Investment Pool (VIP) is a pooled investment program that local governments and other political subdivisions use to invest assets they expect to hold for one year or longer. Assets of governmental participants are invested in high-quality corporate and government securities with average duration of between 1 to 2 years. Bob Lauterberg, Managing Director of VML/VACo Finance, will be available at the meeting to address questions and provide additional information on the program.

Town Treasurer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$100,000

Account Number: Cardinal Money Market (Craft Show Funds)

Proposed/Suggested Motion:

"I move to adopt an Ordinance to authorize the Town's participation in the VACO/VML Virginia Investment Pool Trust Fund."

OR

Other action Council deems appropriate.

Attachments: (2) Virginia Investment Pool Presentation
Draft Ordinance

Virginia Investment Pool

Presentation for
Town of Occoquan Town Council

August 4, 2015

About VML/VACo Finance

- Established by the Virginia Municipal League and Virginia Association of Counties in 2003.
- Organized as a 501(c)(4) corporation. (*Virginia Local Government Finance Corporation*) The Board of Directors is appointed by VML and VACo.
- *State member*, National League of Cities Public Finance Consortium
Administrator, Virginia Government Finance Officers' Association
- Services are offered to local governments in three areas:
 - Governmental financing
 - Investment management
 - Accounting services

VML/VACo Finance's Mission*

- Provide local governments an independent **choice** in financial services.
- Serve all Virginia political subdivisions, **large and small, AAA-rated to non-rated.**
- Enable local governments to take advantage of **pooling** and **economies of scale.**
- Strive always to be the **low cost provider** while, at the same time, deliver high quality services.

**VLGFC Board of Directors, 2014.*

VML/VACo Finance is Virginia's Most Widely Used Financial Services Program



Abingdon	Craig County	Harrisonburg Rockingham RSA	Mt. Rogers Community Services Board	Salem
Alexandria City Public Schools	Crater Criminal Justice Academy	Haymarket	Nelson County	Salem City Schools
Alexandria Renew Enterprises	Crewe	Health Care Commiss of Chesterfield Co.	Nelson County Public Schools	Scottsville
Alleghany County Public Schools	Culpeper	Henrico County	Nelson County Service Authority	Smithfield
Amelia County	Cumberland County	Henry County	New River Valley Community Services	South Boston
Amelia County Public Schools	Danville-Pittsylvania Community Services	Henry County Public Service Authority	New River Valley Jail Authority	Southampton County
Amherst	Dickenson County Public Schools	Henry County Schools	Newport News Public Schools	Southeastern Cooperative Educ Progs
Amherst County	Dickenson County Social Services	Henry County/Martinsville Social Services	Newport News Redevelopment & Housing	Southeastern Public Service Authority
Appalachia	Dinwiddie County	Herdon	Northumberland County	Southwest Virginia Regional Jail
Arlington County	Dinwiddie County Public Schools	Highlands CSB	Northumberland County Schools	Spotsylvania County Public Schools
Ashland	Dumfries	Hillsville	Northwestern Community Services Board	Stafford County
Bath County	Elkton	Hopewell City & Public Schools	Norton	Stafford County Public Schools
Bedford	Emporia	Isle of Wight	Orange	Staunton
Big Stone Gap Reg Housing Authority	Fairfax County	Kenbridge	Orange County	Suffolk
Blacksburg	Fairfax County Public Schools	King and Queen County & Schools	Patrick County	Suffolk City Public Schools
Blackstone	Falls Church	King George County Public Schools	Pearisburg	Surry County
Bland County Public Schools	Fauquier County	King William County	Pennington Gap	Tappahannock
Bluefield	Floyd County	King William County Public Schools	Petersburg	Tazewell
Bowling Green	Fluvanna County	Lee County	Poquoson	Tazewell County
Bridgewater	Franklin	Lee County Public Schools	Portsmouth	University of Mary Washington
Brunswick County	Franklin City Schools	Lee County Social Services	Powhatan County	Urbanna
Brunswick County Public Schools	Franklin County	Leesburg	Prince George County	Victoria
Campbell County	Frederick County Sanitation Authority	Lexington	Prince William Co. Service Authority	Vienna
Cape Charles	Fredericksburg	Loudoun County	Pulaski County	Vinton
Caroline County	Fredericksburg City Schools	Loudoun Water	Purcellville	Virginia Beach
Caroline County Public Schools	Front Royal	Louisa	Radford City Public Schools	Virginia Beach City Schools
Carroll County	Galax	Lovettsville	Rappahannock Area Community Services	Virginia Tech
Central Virginia CSB	Giles County	Lunenburg County Public Schools	Rappahannock Juvenile Detention Ctr	Virginia's First Reg Indus Fac Auth
Central Virginia Regional Jail	Giles County Public Schools	Madison County	Rappahannock Regional Jail Authority	Warren County
Charles City County	Giles County Public Service Authority	Manassas	Region 2000	Warrenton
Charlotte County	Glasgow	Manassas Park	Remington	Warsaw
Chesapeake	Goochland County	Mathews County	Richmond Behavioral Health Authority	Washington County
Chesapeake Public Schools	Gordonsville	Mathews County IDA	Richmond County	Waynesboro
Chesterfield County	Greene County	Mathews County Public Schools	Richmond County Public Schools	Western Tidewater Regional Jail
Chesterfield County Public Schools	Hampton Roads Criminal Justice Academy	Mecklenburg County	Richmond County Public Schools	Westmoreland County Public Schools
Chesterfield County Public Schools	Hampton Roads PDC	Mecklenburg Public Schools	Richmond Metropolitan Transportation Auth	Winchester Parking Authority
Christiansburg	Hampton Roads Regional Jail	Middleburg	Roanoke	Wise
Colonial Beach	Hampton Roads Sanitation District	Middlesex County Public Schools	Roanoke County	Wythe County
Colonial Community Services Board	Harrisonburg Electric Commission	Montgomery County	Roanoke Regional Airport	Wytheville
	Harrisonburg Rockingham Community Svcs	Montgomery Regional Solid Waste Auth	Rockbridge County	York County & School Division
			Rocky Mount	

VACo/VML Virginia Investment Pool (VIP)



- Investment objectives:
 - 1) Construct a portfolio with high-quality short-term fixed income securities.
Benchmark: BofA Merrill Lynch 1-3 Year Corporate & Government Index
 - 2) Preserve capital.

- Rated “AAf/S1” by Standard & Poor’s; “S1” indicates the lowest level of volatility on S&P’s rating scale.

- Funds managed by Public Trust Advisors, which manages \$8 billion in assets for governmental funds in CO, MI, NY, TX and other states.

- Invested assets currently \$200 million.

How should a locality use VIP?

- Designed for funds that are available to be invested for **one year or longer**
- Ideal for fund balances that are normally carried over year after year, long term reserve funds, etc.
- Use along with a money-market or overnight investment fund.

What's different about VIP?

- **Higher expected rate of return** than other Local Government Investment Pools.
 - ❑ Slightly longer-term investments - average 1-3 years
- Not a product – VIP is a way for local governments to **invest jointly**.
 - ❑ Authorized by the Virginia joint exercise of powers statute
- **Owned and controlled by local governments** (Governmental Trust under Section 115 of IRC)
 - ❑ Board of Trustees elected by participants

VIP Board of Trustees – FY 2015



Barbara O. Carraway, MGT, CPA
Chairman
City of Chesapeake

Evelyn W. Powers, MGT
Vice Chairman
City of Roanoke

David Clark
City of Alexandria

Carla de la Pava
Arlington County

Josephine Gilbert
Fairfax County

Brian Henshaw
Town of Haymarket

Leigh Kovacs
City of Virginia Beach

Ellen Minga
Town of Smithfield

Melinda Moran
Mathews County IDA

Fred W. Parker
County of Washington

Barry Thompson
Town of Vinton

Valerie Tweedie
Town of Christiansburg

James D. Campbell
Virginia Association of Counties (*ex officio*)

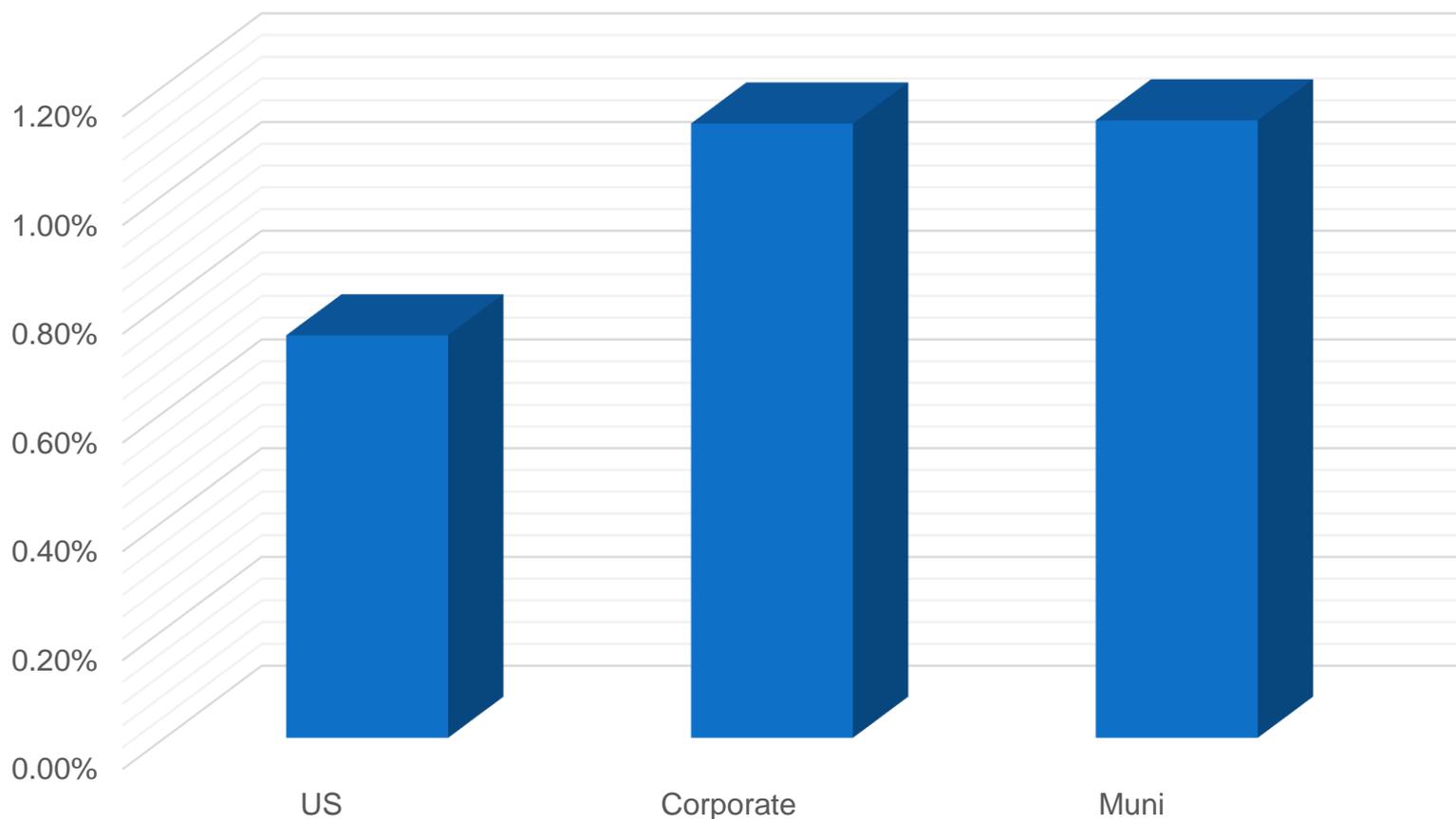
Kimberly A. Winn
Virginia Municipal League (*ex officio*)

Why invest jointly with other local governments?

- 1. More Safety and less volatility**
 - Due to the greater diversification of assets
- 2. Semi-monthly liquidity**
 - Access your funds as unexpected needs arise
- 3. Professional investment management & active oversight**
 - VIP conducts research and monitoring of potentially higher-yielding investment opportunities
- 4. Cost sharing**
 - And, more attractive fee levels

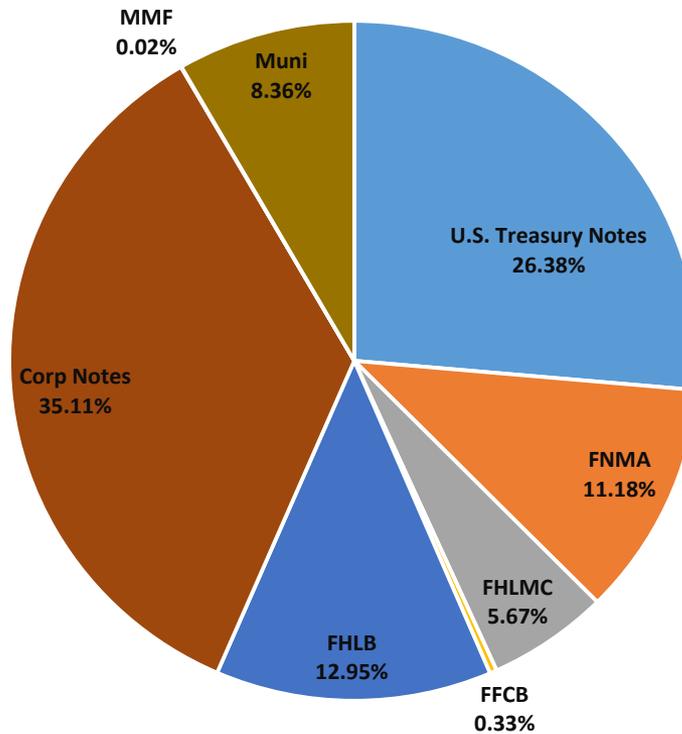
High quality Corporate & Muni Bonds provide potentially higher yields vs. Treasuries

2 Year Sample Yields*



*Sample market yields, May 2015

VIP Asset Allocation



As of June 30, 2015

Expected Rate of Return

- Total Return of the portfolio includes two components:
 - ❑ Income Return (i.e., coupon paid on investments)
 - ❑ Price Return (i.e., change in underlying value of assets)

- Income Return is determined as securities are purchased, while Price Return will fluctuate within relatively narrow parameters (due to the relatively short-term duration of the portfolio)

- The VIP portfolio is currently yielding **71 basis points (0.71%)** net of fees.*

- Historically, funds of this type generated an average annual return approximately **one percentage point higher (1.00%)** than money market funds.**

* June 2015

** BAML Corporate/Government Index, ten years ending January 2015

Two Steps to Join

1. Governing body approves **Ordinance** or **Resolution**
 - Ordinance – Counties, cities, towns
 - Resolution – All other political subdivisions
2. The Treasurer or Chief Investment Officer signs a **Trust Joinder Agreement.**

For more information, contact:

VML/VACo Finance
valocalfinance.org
804-648-0635

Program/general information:

Robert Lauterberg, Managing Director
rlauterberg@valocalfinance.org

Steve Mulroy, Deputy Director
smulroy@valocalfinance.org

Investment information:

Matthew Tight, Vice President – Public Trust Advisors
matt.tight@publictrustadvisors.com

AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE TOWN OF OCCOQUAN IN THE VACO/VML VIRGINIA INVESTMENT POOL TRUST FUND FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 OF THE VIRGINIA CODE.

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) details the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds other than sinking funds, belonging to them or within their control; and

WHEREAS, Va Code § 15.2-1300 provides that any power, privilege or authority exercised by any political subdivision of the Commonwealth of Virginia may be exercised jointly with any other political subdivision having a similar power, privilege or authority, by agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, it appearing to the Council of the Town of Occoquan that it is otherwise in the best interests of the Town of Occoquan to become a participating locality in the Trust Fund; and

WHEREAS, Abigail Breeding, the Treasurer of the Town of Occoquan, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under his/her control will be invested;

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in Regular session this _____ day of _____ 2015:

1. That the Council of the Town of Occoquan hereby establishes a trust pursuant to Section 2.2-4501 of the Virginia Code for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund. A copy of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement") is attached and incorporated in this ordinance as Exhibit A.
2. That the Town of Occoquan agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.
3. That the Council of the Town of Occoquan does hereby designate the Treasurer of the Town of Occoquan to serve as the trustee of the Council of the Town of Occoquan with respect to the Trust Fund, and to determine what funds under the Treasurer's control shall be invested in the Trust Fund.
4. That the Council of the Town of Occoquan hereby authorizes the Treasurer to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool ("Trust Joinder Agreement"), a copy of which is attached and incorporated by reference in this ordinance as Exhibit B.
5. This ordinance shall become effective upon its adoption.

Exhibits:

VACo/VML Virginia Investment Pool Trust Fund Agreement (“Exhibit A”)

Trust Joinder Agreement (“Exhibit B”)

MOTION:

SECOND:

Date:
Regular Meeting
Ord. No. O-2015-

RE: AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE TOWN OF OCCOQUAN IN THE VACO/VML VIRGINIA INVESTMENT POOL TRUST FUND FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 OF THE VIRGINIA CODE.

ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

Greg Holcomb, Town Clerk

**VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT**

THIS AGREEMENT (the “Agreement”), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the “Board of Trustees”). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the “Trust Fund”) hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

- A. Administrator. The term “Administrator” means the Virginia Local Government Finance Corporation (d/b/a “VML/VACo Finance”) or any successor designated by the Board of Trustees to administer the Trust Fund.
- B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund’s assets.
- C. Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.
- D. Custodian. The term “Custodian” means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.
- E. Effective Date. The term “Effective Date” means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.
- F. Participating Political Subdivision. The term “Participating Political Subdivision” means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.
- G. Treasurer. The term “Treasurer” means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

H. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

I. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

J. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

K. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

L. State. The term "State" means the Commonwealth of Virginia.

M. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

N. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

O. Trustees. The term “Trustees” means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.

P. Virginia Code. The term “Virginia Code” means the laws embraced in the titles, chapters, articles and sections designated and cited as the “Code of Virginia,” under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of the Virginia Code (2.2-4500 *et. seq.*)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees’ Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney’s fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees’ decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.

(c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

(e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take any action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

7. To adopt rules and regulations governing the Trustees' operations and procedures.

8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

16. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of

VACo and VML shall serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the “Fiscal Year 2021 annual meeting”), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 106(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 106 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson

may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations. The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors (“Investment Advisor”), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund’s investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers (“Investment Manager”), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that

Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and each Custodian. It will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian shall provide monthly statements and performance reports to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G.. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed

hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10th)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A)(8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths ($\frac{3}{4}$) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination

have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013
Amended by Board of Trustees, January 24, 2014

[SIGNATURE PAGE FOLLOWS]

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL**

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the _____, Virginia (herein referred to as the “Treasurer/Chief Investment Officer”), the _____, Virginia (herein referred to as the “Participating Political Subdivision”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the VACo/VML Virginia Investment Pool (herein referred to as the “Trust Fund”).

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer’s/Chief Investment Officer’s control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the “Agreement”), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of _____, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable _____, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees’ acceptance of this Trust Joinder Agreement, the _____, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of _____, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

**TREASURER/CHIEF INVESTMENT
OFFICER OF**

_____, **VIRGINIA**

ATTEST:

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL

By: _____
Secretary



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 B: Request to Approve Gaslight Landing As-Built Drawings and Bond Release Request	

Explanation and Summary:

A final as-built drawing is required to be submitted as part of the bond release procedure to verify the improvements have been installed in general conformance with the approved site plan. The applicant has also requested the sureties posted for the project be released in full, with a one-year landscaping maintenance surety.

Outstanding Project Sureties

Performance Bond, **\$23,976**

Erosion and Sediment Control Bond, **\$5,646**

Maintenance Bond Surety

One-Year Maintenance Bond, **\$446**

(For landscaping, to be posted)

Engineer’s Recommendation:

Recommend approval of the as-built and release of the bonds in full, contingent upon the posting of a one year maintenance bond and completion of opening public access to boardwalk.

Town Attorney’s Recommendation:

Concur with Engineer’s recommendation.

Town Manager’s Recommendation:

Concur with Engineer’s recommendation.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

“I move to approve Gaslight Landing Final As-Built Drawings.”

AND

“I move to approve the release of the Gaslight Landing Performance Bond in the amount of \$23,976 and Erosion and Sediment Control Bond in the amount of \$5,646, contingent upon completing a one-year Maintenance Agreement on installed landscaping and posting a \$446 surety with the Town of Occoquan, and opening public access to the boardwalk.”

OR

Other action Council deems appropriate.

Attachments: (3) Gaslight Landing Bond Release Request - Staff Report
Gaslight Landing As-Built Drawings
PWCSA Letter



TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125
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www.occoquanva.gov

TOWN COUNCIL
Elizabeth A. C. Quist, Mayor
Patrick A. Sivigny, Vice Mayor
Tyler C. Brown
J. Matthew Dawson
Jim Drakes
Joe McGuire

TOWN MANAGER
Kirstyn Barr Jovanovich

STAFF REPORT

TOWN OF OCCOQUAN

APPLICANT: Gaslight Landing, LLC

PREPARED BY: Bruce A. Reese, PE, LS

DATE: July 29, 2015
July 31, 2015

PART I

A. EXECUTIVE SUMMARY

A final as-built drawing is required to be submitted as a part of the bond release procedure to verify the improvements have been installed in general conformance with the approved site plan.

The Applicant has also requested the sureties posted for the property be released in full, with only a one-year landscape maintenance surety to remain.

B. DESCRIPTION OF PETITION

The Applicant requests approval of the as-built drawings and the release of the currently posted erosion and sediment, site improvement, and landscape sureties.

C. APPLICABLE REGULATIONS

1. Sec. 54-169 (j) (1) a. Performance Bond
2. Sec. 54-169 (j) (2) Maintenance Bond
3. Sec. 54-169 (j) (5) Final As-built Drawings
4. Section 18-38 (b) Issuance of Land Disturbing Permit and Surety

PART II

A. ANALYSIS OF EXISTING CONDITIONS

1. Lot Area - 1.1 acres
2. Location - Corner of Washington and Mill Streets
3. Buildings/Structures - Townhouse condominiums
4. Access - Mill Street
5. As-Built Status – reviewed with comments, now recommended for approval
6. Surety Status – Site walked and punch-list generated. Follow-up inspection revealed all necessary corrections made. Site is in conformance with approved plans.

PART III

STAFF CONCLUSIONS

Staff has reviewed the approved plans and inspected the site for conformance to those plans. All bonded work is in place and operating as designed. Landscaping has been placed in general accordance with the approved site plan (either exceeding the approved plan plant count or with a generally accepted plant substitution).

I recommend the site bond be released, contingent upon:

1. Developer posts a 1 year maintenance bond to cover the costs of potential dead landscaping. The maintenance bond should be posted at 10% of the originally approved bond of \$4,460, or \$446.
2. Developer opens the river walk to Town control (i.e. removing any barricades and making the transition to the Gaslight Landing river walk passable and safe).

PREPARED BY: Bruce A. Reese, PE, LS, Town Engineer 
DATE PREPARED: July 29, 2015

CC: File
Kirstyn Jovanovich, Town Manager, Town of Occoquan

AS-BUILT PLAN

FOR

GASLIGHT LANDING

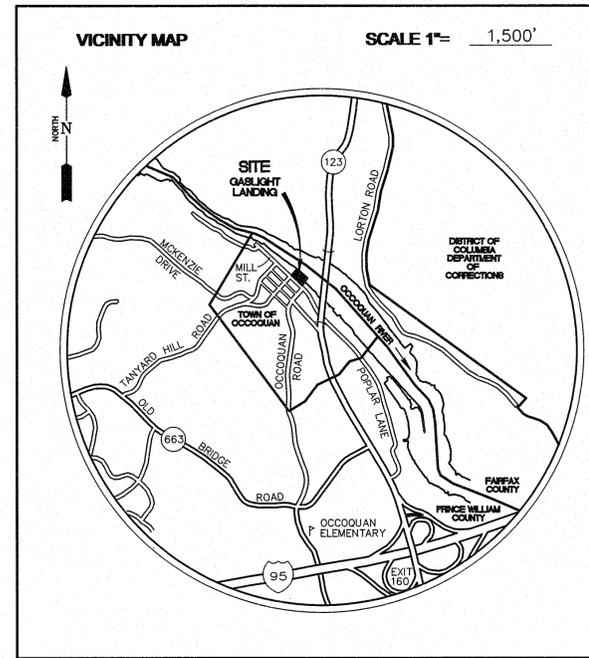
TOWN OF OCCOQUAN

PRINCE WILLIAM COUNTY, VIRGINIA

The Engineering Groupe Inc.
 Engineers | Surveyors | Planners
 www.enggroupe.com
 Central Office
 13580 Groupe Drive, Suite 301
 Woodbridge, VA 22192
 PH 703.670.0985 FX 703.670.7769
 South Office
 4936 Southpoint Parkway
 Fredericksburg, VA 22407
 PH 540.710.5987 FX 540.710.5988

AS-BUILT NOTES:

1. NO TITLE REPORT FURNISHED.
2. ALL EASEMENTS RELATIVE TO THE DEVELOPMENT OF THIS SITE ARE RECORDED AT INSTRUMENT #200604190060742.
3. SUB-SURFACE UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS.



SHEET INDEX

1. AS-BUILT COVER SHEET
2. AS-BUILT GRADING PLAN
3. AS-BUILT PROFILE SHEET

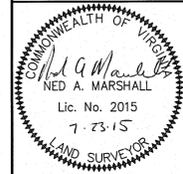
NO.	DATE	COUNTY REVISIONS

OWNER & DEVELOPER

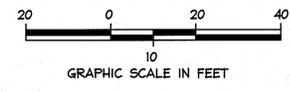
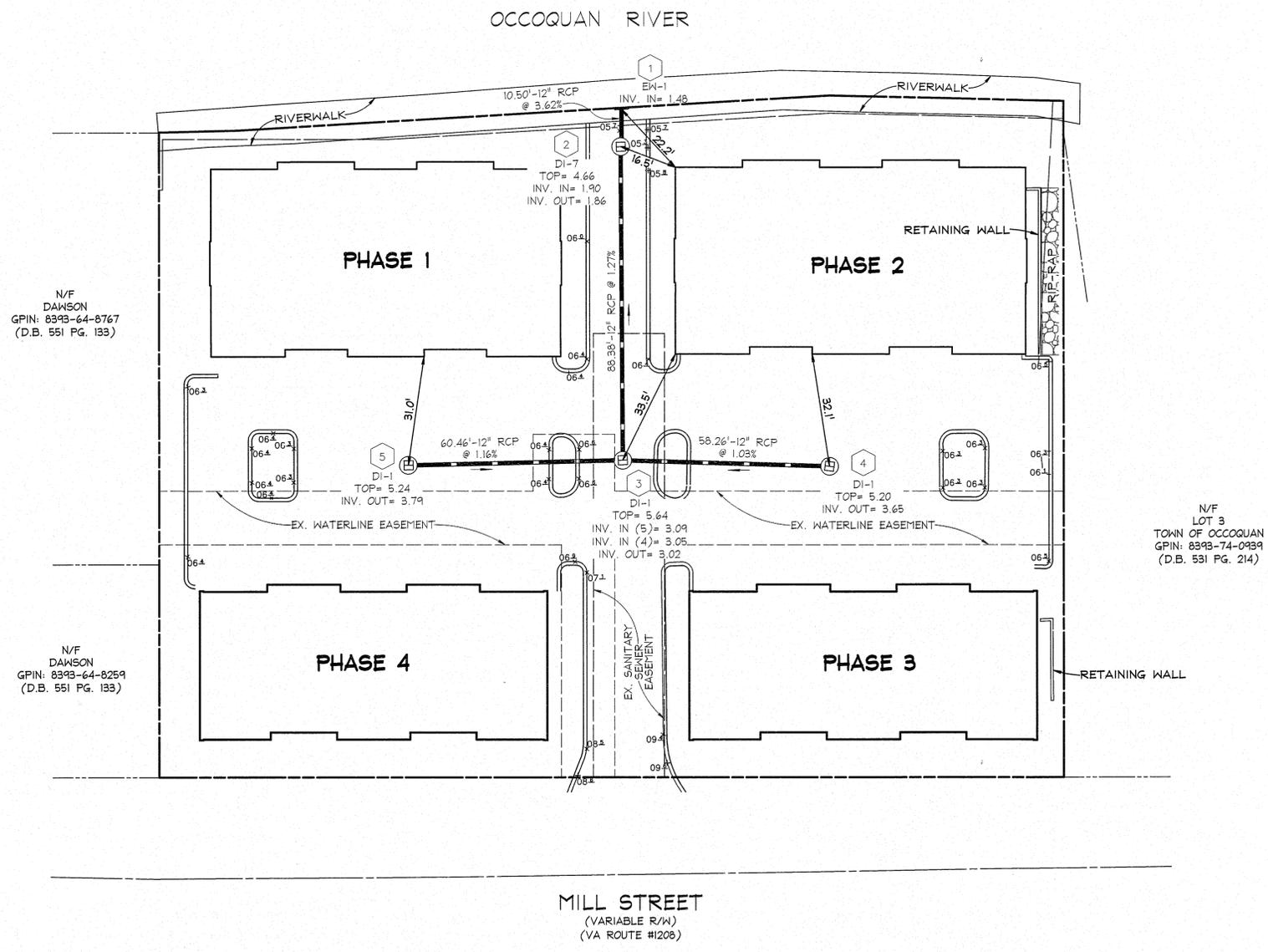
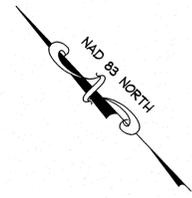
GASLIGHT LANDING, LLC
7400 TOKEN VALLEY ROAD
Manassas, VA 20112
(703) 791-2885

COVER SHEET
GASLIGHT LANDING
 TOWN OF OCCOQUAN
 PRINCE WILLIAM COUNTY, VIRGINIA

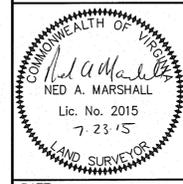
FOR AS-BUILT INFORMATION ONLY



ENGINEERING GROUPE PROJECT STATUS	DATE: JUNE 29, 2015
	SCALE: N/A
	DESIGNER: RTW
	DRAFTSMAN: RTW
	FILE NO. ASB-679
	SHEET 1 OF 3
DATE	ACTION



THIS PHYSICAL SURVEY OF THE STORM DRAINAGE SHOWN HEREON HAS BEEN REVIEWED AND IN MY PROFESSIONAL OPINION BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF, THE DESIGN ELEMENTS MEASURED BY THE PHYSICAL SURVEY COMPLY WITH THE APPROVED PLANS. THIS REVIEW DOES NOT IMPLY IN ANYWAY THAT (1) INSPECTIONS WERE MADE DURING THE CONSTRUCTION, (2) TO THE QUALITY OF THE WORK, OR (3) TO ANY ELEMENTS OR STRUCTURES NOT VISIBLE OR DEPICTED ON THE PHYSICAL SURVEY.



DATE	ACTION	ENGINEERING GROUPE PROJECT STATUS	DATE: JUNE 26, 2015
			SCALE: H: 1"=20'
			DESIGNER:
			DRAFTSMAN: RTW
			FILE NO. ASB-679
			SHEET 2 OF 3

The Engineering Groupe Inc.
 Engineers | Surveyors | Planners
 Central Office
 13580 Group Drive, Suite 301
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 South Office
 4936 Southpoint Parkway
 Fredericksburg, VA 22407
 PH 540.710.5987 FX 540.710.5988

NO.	DATE	COUNTY REVISIONS

AS-BUILT GRADING PLAN
GASLIGHT LANDING
 TOWN OF OCCOQUAN
 PRINCE WILLIAM COUNTY, VIRGINIA



Division of Engineering & Planning
Samer S. Beidas, PE., CCM, Director

July 24, 2015

Mark Granville-Smith
tarpbone@aol.com

RE: Gaslight Landing
Plan # 05-OCC02

Dear Mr. Smith:

I am pleased to inform you that the final inspection of the referenced project has been completed and all of the construction items controlled by the Service Authority have been satisfactorily completed. The Service Authority is preparing the as-built water and sanitary sewer plans for this project and we have no objections to the release of the performance bond covering this project. Please call me if I can be of further assistance in this matter.

Sincerely,

Samantha Kearney, P.E.

cc: Ms. Karla Coker (via email)
Ms. Donna Eaton-Jones (via email)
Mr. Conrad Holtslag (via email)
Mr. Ed Kovalchuk (via email)
Mr. Tom Harris (via email)
Mr. Doug Shoop (via email)



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 C: Request to Initiate Zoning Text Amendment Relating to Chapter 66, Article VIII, Signs and Advertising	

Explanation and Summary:

This is a request to initiate a Zoning Text Amendment to amend Chapter 66, Article VIII, Signs and Advertising.

This zoning text amendment initiation is prompted by a recent Supreme Court opinion in the case of *Reed v. Town of Gilbert*, which created a new, more stringent test of when a sign regulation is content based.

Town Attorney's Recommendation: Adopt resolution to initiate zoning text amendment and refer to Planning Commission for recommendation to Town Council.

Zoning Administrator's Recommendation: Concur with Town Attorney's recommendation.

Town Manager's Recommendation: Concur with Town Attorney's recommendation.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to adopt a resolution to initiate a zoning text amendment for revisions to Chapter 66, Article VIII, Signs and Advertising of the Town Code."

OR

Other action Council deems appropriate.

Attachments: (1) Resolution to Initiate Zoning Text Amendment

**A RESOLUTION TO
INITIATE ZONING TEXT AMENDMENT
FOR REVISIONS TO CHAPTER 66, ARTICLE VIII,
SIGNS AND ADVERTISING, OF THE TOWN CODE**

WHEREAS, the Occoquan Town Council finds that public necessity, convenience, general welfare, and good zoning practice requires amending the Town's sign ordinance provisions contained in Chapter 66, Article VIII of the Town Code, and

WHEREAS, by authority granted in §15.2-2286(A)(7) of the Code of Virginia, the Town Council may in such cases amend, supplement, or change the zoning regulations, and

WHEREAS, pursuant to §15.2-2286(A)(7)(i), such amendment may be initiated by resolution of the Town Council, and

WHEREAS, pursuant to §15.2-2285(B), no zoning ordinance shall be amended or reenacted unless the governing body has referred the proposed amendment or reenactment to the planning commission for its recommendations; and

WHEREAS, pursuant to §15.2-2285(C), before approving and adopting any zoning ordinance or amendment thereof, the governing body shall hold at least one public hearing thereon;

NOW, THEREFORE, BE IT RESOLVED that the Occoquan Town Council does hereby initiate ZTA-2015-01 to amend the Town's sign ordinance in Chapter 66, Article VIII of the Town Code; and

BE IT FURTHER RESOLVED that the Occoquan Town Council does hereby refer the proposed amendment to the Planning Commission for its recommendations; and

BE IT FURTHER RESOLVED that effective immediately the clerk is directed to advertise a joint public hearing of the Town Council and Planning Commission on the proposed amendment in accordance with the requirements of §15.2-2204 of the Code of Virginia.

Adopted by the Town Council of the Town of Occoquan, Virginia this ____ Day of _____, 2015.

Attachments: Draft zoning text amendment language.

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Elizabeth A.C. Quist, Mayor

Attested:

Greg Holcomb, Town Clerk

Article VIII. Signs and Advertising*

DIVISION 1. GENERALLY

Sec. 66-360. Purpose and intent.

(a) The purpose of this article is to regulate the size, color, illumination, movement, materials, location, height and construction of all signs placed for public observation ~~in~~ in order to:

- (1) Protect the public health, safety, convenience and general welfare;
- (2) facilitate the creation of a convenient, attractive and harmonious community;
- (3) Protect property values; and
- (4) Further the urban design and economic development objectives of the town comprehensive ~~town~~ plan.

(b) This article is intended to promote signs that are:

- (1) Compatible with the landscape/streetscape and architecture of surrounding buildings, including historic sites and structures;
- (2) Legible and appropriate for the zoning district in which they are found;
- (3) Not distracting to motorists; and
- (4) Constructed and maintained in a structurally sound and attractive condition.

Sec. 66-361. Applicability.

This article shall apply to all signs erected within the town following the effective date. No sign legally erected prior to the effective date shall be altered or moved, except in compliance with the provisions of this article.

~~Sec. 66-362. Nuisances.~~

~~Any sign in violation of this article is a public nuisance and is subject to removal.~~

Sec. 66-363. Penalty for violation.

Except as otherwise provided in this article, failure to comply with this article shall be punishable as provided in Virginia Code section ~~1-13~~ 15.2-2286 A.5.

Sec. 66-364. Sign permit required.

Except as provided in this article, no sign shall be erected, installed, used, altered, relocated, replaced, or reconstructed until a sign permit has been issued. For the purposes of this article, all signs are considered accessory uses and, unless specifically qualified, shall be located on the same property with the principal use to which they pertain.

Sec. 66-365. 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:

A-Frame sign means a two-faced chalk-board sign with supports that are connected at the top and separated at the base, forming an “A” shape. These are also referred to as “sandwich board” signs.

Animated sign means a sign or part of a sign that moves or appears to move.

Auxiliary sign means a sign that is not more than one square foot in area, not located within five feet of any lot line, and not illuminated.

Awning sign means a sign placed directly on the surface of an awning.

Banner means a temporary sign of flexible material designed to be installed with attachments at each of four corners.

Billboard sign means the same as "Off-premises sign."

Box sign means a sign contained in a box, transparent on one side, which is not more than six square feet in area and not more than one foot deep.

Canopy sign means a sign attached to a canopy.

Chalk-board sign means a single-faced, framed slate or chalk-board that can be written on with chalk or chalk markers.

Changeable copy sign means a sign or part of a sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or surface of the sign.

~~*Construction sign* means a temporary sign identifying those engaged in construction of any building site.~~

~~*Directional sign* means an on-premises sign designed to guide vehicular and/or pedestrian traffic by using such words as "Entrance," "Exit," "Parking," "One Way," "More Shops" or similar directional instruction, but not including any advertising message.~~

~~*Directory sign* means a sign on which the name and locations of occupants or the use of a building is given.~~

Flag means a flexible material which communicates via distinctive color and/or design and which is flown from a pole; this includes pennants.

Flashing sign means a sign used for identification, direction, advertising or promotion that includes lights that flash, blink, or turn on and off intermittently.

Ground mounted sign means a sign that is supported by structures or supports in or upon the ground and independent of any support from any building.

~~*Identification sign* means a sign that displays only the address, telephone number, web address, business hours, QR code and name or crest, insignia, or trademark, occupation or profession of an occupant or the name of any building on the premises.~~

Interim Sign means a temporary sign intended to be replaced by a permanent sign pending architectural review board approval.

Illegal sign means any sign erected without a permit as described in section ~~66-40542-91~~ or which does not comply with any provisions of this article.

Illuminated sign means a sign illuminated internally by an artificial light source.

~~*Institutional bulletin board sign* means a sign containing a surface upon which is displayed the name of a religious institution, school, library, community center, municipal park, or similar institutional or community service use, and the announcement of its services or activities.~~

Marquee sign means a sign attached to and made part of a marquee or any other similar projection from a building.

~~*Menu box* mean a permanently affixed, enclosed frame used to display menus for a restaurant or food service business.~~

Monument sign means a sign affixed to a structure built on grade in which the sign and the structure are an integral part of one another; not a pole sign.

Neon sign means an electric sign containing exposed tubes filled with fluorescent gas.

Off-premises sign means a sign that ~~is routinely rented for purposes of advertising directs attention to any~~ business, commodity, service or establishment conducted, sold or offered at a location other than the premises on which the sign is erected.

~~*Paddle sign* means a sign which is attached to an original sign.~~

Pole sign means the same as "Ground mounted sign."

Portable sign means a sign that is not permanently attached to a building or other principal structure. Flags and banners, while moveable, are defined separately.

Projecting sign means any sign, other than a wall, awning or marquee sign, affixed to a building and supported only by the wall on which it is mounted.

Right-of-way means access over or across particularly described property for a specific purpose.

Roof sign means a sign erected or constructed, in whole or in part, upon or above the highest point of a building with a flat roof, or the lowest portion of a roof for any building with a pitched roof.

Sign means any device employing letters, words, symbols, etc., used or intended to attract the attention of the public from streets, sidewalks or other outside public right-of-way. For the purposes of this article, the term "sign" shall include all structural members. The term "Sign" does not include decorations, whether permanent or temporary, that do not incorporate letters, numerals, or logos.

Sign area means as defined in section 66-369.

Temporary sign means a sign or advertising display designed or intended to be displayed for a specific period of time, as provided in sections 66-367 and 66-368.

Wall sign means a sign attached to a wall, or painted on or against a flat vertical surface of a structure, which displays only one advertising surface.

Waterfront sign means a sign facing the river on riverfront property.

~~*Way finding sign* means town sponsored signs or maps indicating location of places of interest or routes in town.~~

Window sign means all signs attached to or applied directly onto the internal surface, or set back less than one foot from the interior surface, of any window in view of the general public from outside the structure.

Sec. 66-366. Prohibited signs.

(a) The following signs are expressly prohibited unless specifically stated otherwise.

(1) Off-premises signs, including billboards, ~~except as provided in section 66-368.~~

(2) Portable signs, or any sign that is not permanently affixed to a building, structure or the ground, except as allowed in section 66-367(q). This prohibition shall not apply to authorized temporary signs. No movable sign, and no part of any such sign or its support, shall be placed in any portion of a public right-of-way.

(3) Changeable copy signs, excluding approved institutional bulletin boards, theater signs, and fuel price signs as permitted by this article.

(4) Simulated traffic signs or any sign that may be confused with or obstruct the view of any authorized traffic sign or signal.

(5) Animated signs, including but not limited to pennants, propellers, discs and wind socks. This prohibition shall not apply to the hands of a clock, a weathervane, balloons meeting the requirements of section 66-367(s), digital media meeting the requirements of section 66-367(r), or flags meeting the requirements of section 66-367(d) or 66-370(f).

- (6) Flashing signs and electronic message boards, including time and temperature signs, but not including digital media meeting the requirements of section 66-367(~~18~~r).
- (7) Glaring signs with light sources of such brightness as to constitute a hazard or nuisance ~~as determined by the architectural review board, but not including digital media meeting the requirements of section 66-367(r).~~
- (8) Strings of colored lights outlining property lines, sales areas, or any portion of a structure unless part of an approved sign or sign-structure. This prohibition shall not apply to seasonal decorations.
- (9) Roof signs.
- (10) Signs affixed to a tree, other natural vegetation or rocks.
- (11) Signs that obstruct the visibility at intersections or block any window, door, fire escape, stairway or any opening intended for light, air or access to any building.
- (12) Signs erected in or over a public right-of-way, or on public land except ~~as permitted in this Code by the Town or a State agency.~~
- (13) ~~Home occupation sign. Reserved.~~
- (14) Canopy sign.
- (15) Neon or LED signs ~~(i.e. Open/Closed, Coffee, etc.)~~ except as permitted by section 66-367 (r).
- (16) Signs that emit sound, odor or smoke.
- (17) Signs attached to utility or other poles in the public right-of-way except as authorized by the utility or pole provider.
- (18) ~~Signs attached, painted or otherwise affixed to, or placed in or upon, any parked vehicle or trailer which is obviously and conspicuously parked so as to advertise the business to the passing motorist or pedestrian; and the primary purpose of which is to provide additional signage, or is to serve the function of an outdoor advertising sign. Reserved.~~
- (19) In the Historic District, lighted vending machines when any part of the machines is visible from the public right-of-way.
- (b) Tacking, painting, posting, or otherwise affixing of signs or posters or handbills visible from the public highways on the walls of buildings, barns, sheds, trees, posts, poles, fences, walls, cars or other structures, except as provided for in this article, is prohibited.

Sec. 66-367. Exempt signs and flags.

Sign permits shall not be required for the following signs; however, all other applicable regulations of this article shall apply. If any of the following exempt signs include a logo,

business name, trademark, or similar identifying element, it will ~~count toward~~ be treated as a commercial signage.

(a) ~~Address or identification signs as defined in section 66-365, not to exceed two square feet in area. Reserved.~~

(b) Changing the message content of an approved institutional bulletin board or theater marquee sign.

(c) ~~Commemorative plaques and historical markers erected by a recognized historical agency or governmental body. Reserved.~~

(d) ~~Flags set back from each property line at least the height of the pole on which it is hung; emblems and insignias of any governmental agency or religious, charitable, public or nonprofit organization; however,~~ no single flag shall exceed 50 square feet in area.

(e) ~~Disabled parking space sign. Reserved.~~

(f) ~~Directional Not more than two auxiliary signs per lot, not exceeding one square foot in area, not located within five feet of any lot line, not incorporating business name or logo, and not illuminated.~~

(g) ~~Security and warning signs posted on private property warning the public against trespassing, or similar messages, provided that any such sign does not exceed 1.5 square feet in area. Reserved.~~

(h) ~~Private drive signs, one per entrance, not exceeding two square feet in area, with the message content limited to the words "Private Drive" and the address of any residences utilizing the private roadway. Reserved.~~

(i) Public signs, including traffic, utility and other regulatory signs.

(j) ~~Seasonal or temporary displays of patriotic, religious or civic character on private property, not advertising a product or service, displayed from November 1 to January 15 or at other times for a period not to exceed 30 days. Reserved.~~

(k) Signs not visible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.

(l) Temporary ~~political signs on private property~~, if posted with the permission of the property owner, not to exceed a total of sixteen square feet in area and not exceeding six feet in height. Temporary signs may be displayed for a maximum of 90 days. If pertaining to an election or referendum, such signs shall be removed within five days after the election. If, after reasonable notice, such signs are not removed, the town may remove them; and the candidate, organization or person who caused the sign to be erected may be charged for the removal.

(m) ~~Temporary private yard sale signs, not exceeding three in number per yard sale and not placed in a public right-of-way. All such signs are to be removed within 24 hours of the end of the sale. Reserved.~~

~~(n) Temporary real estate signs, located on the premises, not exceeding four square feet in area for single family residential districts, or eight square feet in area for other zoning districts. No real estate sign shall exceed a height of six feet. One real estate sign shall be permitted on each lot, except on corner lots, which may have two such signs. Temporary real estate signs shall be removed within seven days of the settlement or lease of the property. Reserved.~~

~~(1) Real estate signs must clearly state what is for sale or rent (e.g., building or business).~~

~~(2) Real estate signs for new developments require temporary/interim sign permits in accordance with section 66-368(3).~~

(o) Signs attached temporarily to the interior of a whole window or glass door. Such signs, individually or collectively, shall not cover more than 25 percent of the surface area of the transparent portion of the window or door to which they are attached and shall not be posted for more than 30 days.

~~(p) Vehicle safety inspection signs not exceeding ten square feet in area. Such signs may be either a wall sign or attached to an existing authorized ground-mounted sign structure (one per business) not to exceed the height of the ground-mounted sign. Reserved.~~

(q) Up to two portable signs, A-frame and/or chalk-board, per business. Size shall not exceed two feet by three feet. Frames shall be either wood or metal and may be black, natural wood tone, or similar historic color as recommended for the business' hanging/wall sign. The A-frames/chalk-boards shall not have a pre-printed logo; must be placed away from doorways and the public right-of-way; if leaning or standing, may not project more than two feet from the building; shall not be placed within any portion of the right-of-way; and, if a chalk-board, may be hung on the exterior of the building with hooks or eyes or leaned against the building independently or on a stand.

(r) One digital media device per business for window display, ~~to promote the business' products or services, but not displaying a static store name or logo and~~ not to exceed 25% of the window area.

(s) Balloons no more than 50 inches in circumference and not displayed higher than 10 feet from the ground.

(t) One wall-mounted ~~menu~~ box sign per restaurant or food-service business, ~~no larger than two feet by three feet and~~ either not illuminated or illuminated with steady white light.

~~(u) Web address strip or other words as part of a~~ One window display ~~one~~ per window of each building located in a commercial zoning district, on a clear background with letters no larger than three inches in recommended ARB colors and placed along the top or bottom of the window frame.

(v) Magnetic or permanently affixed vehicle signs where the signs are incidental to the vehicle's daily use in conducting business in conjunction with the vehicle sign. In order to be deemed an "incidental" vehicle sign, the vehicle must be used in the daily operation of the business, properly parked in a legal parking space for not more than 12 continuous hours per business day,

and in working order. If the vehicle does not meet these requirements, the sign will be considered a prohibited sign under section 66-366(a)(2).

(w) ~~Decorative yard flags on residential lots, four square feet in area or less and mounted on a metal or wooden frame. Reserved.~~

(x) Signs erected by the Town of Occoquan on public property or with the permission of the property owner.

Sec. 66-368. Signs requiring temporary/interim sign permit.

(a) ~~The following signs shall require the issuance of a temporary/interim sign permit by the architectural review board prior to their erection. The permit shall cite the length of time any such sign may be displayed. If after the expiration of the temporary/interim sign permit such signs are not removed, the town may remove them and charge the costs of removal to the enterprise or proprietor responsible.~~

~~(1) Temporary and seasonal produce stand signs, the total area of which shall not exceed 16 square feet, nor shall any sign exceed four feet in height.~~

~~(2) Construction signs, not to exceed one per street frontage. The total area of all such signs shall not exceed 16 square feet. Such signs shall be removed within 14 days following completion of construction.~~

~~(3) Temporary residential subdivision and model home identification signs. One sign may be erected for not more than two years at each principal entrance to the development. Such signs shall not exceed eight feet in height or 16 square feet in area. In addition, one model home sign of not more than four square feet may be maintained at each model home.~~

~~(4) Temporary signs announcing a civic, philanthropic, educational or religious event. Such signs shall not exceed 16 square feet in area or six feet in height. The location of the sign shall be determined by the architectural review board. Such signs shall not be erected more than 14 days prior to the event and shall be removed within five days after the event. Reserved.~~

(b) ~~Special events b~~Banners shall require the issuance of a permit by the Town ~~Manager~~ prior to their erection. ~~All other banners, including those promoting commercial products or with logos, are prohibited.~~ Banner colors shall be consistent with those recommended in the ARB guidelines. The applicant is limited to four colors per banner, including black and white. Banners shall be installed in a taut manner to restrict movement and shall be maintained in this manner at all times. ~~The final decision of the appropriateness of a banner versus other ARB approved signage rests with the business owner. Banners are discouraged in the historic district if other signage will appropriately convey the merchant's message.~~

~~The banner permits shall cite the length of time any such banner may be displayed. This time span shall be for 20 consecutive days for grand openings or closings, 10 days for “featured artist” and “book signings”, and 10 days per business, and no more than twice in one calendar year, for other special events (such as anniversary). Such banners shall be attached to an existing principal structure (with a clearance of at least 12” from the edge of the store or building) or sign pole. They must not obscure architectural features of the building (such as windows, railings or ornamentation) and shall not exceed 16 square feet in total area. They may be hung in a horizontal or vertical manner and shall be attached at all four corners in a taut manner. They shall be removed within two days following the end of the event as per permit.~~ If after the expiration of the permit such banners are not removed, the town may remove them and charge the costs of removal to the applicant.

Banners installed and used for special events and festivals sponsored by the Town of Occoquan may be erected without a permit and shall be removed within two days after the event.

Sec. 66-369. General sign standards.

(a) *Determination of sign height.* The height of a sign shall be measured from the average elevation of the street to which the sign is oriented.

(b) *Number of sign faces.* No sign shall have more than two sign faces.

(c) *Determination of sign area.* The area of a sign shall be determined by measuring the surface area encompassing any regular geometric figure (square, circle, rectangle, etc.) enclosing all parts of the sign face. The supports or structure on which any sign is supported shall not be included in determining the sign area unless such supports or structure are designed in such manner as to form an integral background of the display; except, however, when a sign is placed on a fence, wall, planter or other similar structure that is designed to serve a separate purpose other than to support the sign, the entire area of such structure shall not be computed.

(d) *Computation of area.* To compute area of sign faces separated by an interior angle of 45 degrees or more, both sign faces shall be included. When sign faces are separated by an interior angle of less than 45 degrees, one sign face shall be included; however, the area of the largest sign face shall be used when two faces are unequal in area.

(e) *Blank space.* At least 50 percent of total sign area must remain blank space.

Sec. 66-370. Development standards for permitted sign types and flags.

All new signs and flags and all existing signs and flags which are replaced, reconstructed, extended or changed structurally or in content shall comply with the following development standards. No sign shall cover, cross or otherwise hide columns, railings, belt courses, or other decorative architectural features of a building, including balconies.

(a) Ground mounted signs shall have a maximum height of eight feet.

(b) Projecting sign development standards are:

- (1) Angle of projection shall be 90 degrees.
- (2) The limit on projection shall be five feet or one-third the width of the sidewalk, whichever is less.
- (3) Projection over a right-of-way is prohibited if it obstructs pedestrian or vehicular traffic.
- (4) Minimum clearance shall be seven feet.

(c) Wall sign development standards are:

- (1) The limit on projection shall be six inches.
- (2) Permanent window signs shall be limited in area to 25 percent of the window area or 25 square feet, whichever is less, and shall be included in the sign area calculation.

(d) Awning and marquee signs development standards are:

- (1) The location must be parallel to the face and not projecting above or below the face of the awning, or marquee.
- (2) The limit on projection shall be within one foot of the vertical placement of curbs, but shall in no way interfere or obstruct either pedestrian or vehicular traffic.
- (3) The limit on projection of a marquee shall be to within one foot of the face of the building but in no way shall interfere or obstruct either pedestrian or vehicular traffic.

(e) Waterfront signs shall be no wider or taller than the riverfront face of the building. They may be wall or ground mounted or projecting, but if ground mounted or projecting then no part of the sign shall be visible from Mill Street or Poplar Lane.

(f) Flags shall be no larger than ~~16~~50 square feet. The angle of projection shall be between 45 and 90 degrees; multiple businesses on the same zoning lot shall hang flags at the same angle of projection. Flags shall not obscure other businesses or architectural features of a building; they shall not interfere with pedestrian walkways or rights-of-way; when hung over a right-of-way, they shall have a seven foot ground clearance.

Sec. 66-371. Construction and maintenance standards.

(a) *Building code compliance.* All signs shall be constructed in compliance with the Virginia Uniform Statewide Building Code.

(b) *Condition of signs and flags.* All signs, flags and components shall be maintained in good repair and in a safe, clean and attractive condition.

(c) *Repair or removal of nuisance signs or flags.* Any sign, flag and/or support declared by the zoning administrator to be an immediate or imminent hazard to life or property may be caused to

be immediately removed or repaired. All costs associated with the removal or repair shall be charged to the owner of the premises.

(d) *Removal of obsolete signs or flags.* Any sign or flag that is obsolete because of discontinuance of the advertised activity, or any other reason that would cause the sign or flag and/or support to be obsolete, shall be removed within 30 days of becoming obsolete. Thereafter, that sign or flag will be illegal.

Sec. 66-372. Nonconforming signs.

(a) *Generally.* Any sign lawfully in existence on the effective date of this ordinance, which does not conform to the provisions of this article, and any sign accessory to a nonconforming use, shall be deemed a nonconforming sign and may remain except as qualified in subsection (b) of this section. No nonconforming sign shall be enlarged, extended, structurally reconstructed or altered in any manner.

(b) *Removal of nonconforming signs.* Nonconforming signs may remain, provided they are kept in good repair, except for the following:

(1) *Damage or destruction of nonconforming sign.* A nonconforming sign that is destroyed or damaged to the extent exceeding 50 percent of its appraised value shall not be altered, replaced or reinstalled unless it is in conformance with this article. If the damage or destruction is 50 percent or less of the appraised value, the sign may be restored within two months of the destruction, but shall not be changed in any manner.

(2) *Damage or destruction of use.* A nonconforming sign shall be removed if the structure or use to which it is accessory is destroyed or demolished to the extent exceeding 50 percent of the principal structure's appraised value.

(3) *Change of use.* Whenever a change of use occurs upon a zoning lot that contains a nonconforming sign, such sign shall not be permitted without being modified in such manner as to be in full compliance with this article.

Sec. 66-373. Outdoor Merchandise Displays.

Outdoor merchandise displays by businesses with first floor frontage are permitted during business hours. The merchandise must be stored inside when the business which displays it is closed. Merchandise shall not be placed in the public right-of-way, nor shall it obscure the architectural features of a building (columns, railings, belt courses, balconies or other decorative features) or extend past the length of the storefront. Permanent display tables or racks or other permanent display pieces are prohibited outside of buildings. All items and displays shall be safe and stable with no risk of overturning due to wind or contact. No signs may be placed upon or hung from outdoor merchandise.

DIVISION 2. SIGNS AND FLAGS PERMITTED BY ZONING DISTRICT

Sec. 66-391. Generally.

This division specifies the types and sizes of signs and flags permitted within the various zoning districts within the town.

Sec. 66-392. Residential zoning districts; permitted signs and flags.

(a) *General regulations.*

(1) *Minimum setback.* The minimum setback shall be five feet from all public rights-of-way unless further restricted by the provisions of this article.

(2) ~~*Illumination of signs in residential districts.*~~ ~~The following signs may not be illuminated except as expressly permitted in this section by white light only:~~

~~a. Institutional bulletin boards.~~

~~b. Residential development identification signs.~~

(b) *Signs and flags for permitted principal uses.* Signs and flags for permitted principal uses are regulated as follows:

(1) For single-family and two-family dwellings, no signs or flags are allowed except for those exempt from permit requirements and temporary signs authorized in sections 66-367 and 66-368, respectively.

(2) For residential developments, ~~permanent subdivision or development signs indicating only the name and/or address of the premises are allowed. The identification sign shall be ground mounted sign(s) are permitted, and with~~ the maximum ~~number,~~ sign area ~~and height shall be~~ determined as follows:

a. For developments of ten units or less, one ground mounted sign, not to exceed six square feet in area or eight feet in height. ~~The sign may be illuminated by steady white light only.~~

b. For developments of 11 units or more, one ground mounted sign at each major entrance, not to exceed 12 square feet in area or eight feet in height. ~~The sign may be illuminated by steady white light only.~~

(c) *Signs for accessory uses.* Signs for accessory uses are regulated as follows:

(1) For accessory management or rental offices, one wall or projecting sign up to four square feet in area.

(2) For other accessory uses, one wall or projecting sign up to four square feet in area.

(d) *Signs for special exception and conditionally permitted uses.* Signs for special exception and conditionally permitted uses are ~~as provided in the permit. regulated as follows:~~

~~(1) For institutional bulletin boards, one ground mounted or wall sign per use, not to exceed eight square feet in area and, if a ground mounted sign, six feet in height.~~

~~(2) For other special exception and conditionally permitted uses, one sign of any type identifying only the name and/or address of the premises, not to exceed eight square feet in area and, if a ground mounted sign, six feet in height.~~

Sec. 66-393. Business and old and historic districts; permitted signs and flags.

(a) General regulations.

(1) All development and construction signs requiring a permit shall comply with the requirements of sections 66-369 and 66-370.

(2) Any sign erected within 100 feet of either an existing residential use or a residential zoning district shall be non-illuminated and limited to 16 square feet in area.

(3) The maximum permitted area of a waterfront sign is two square feet per linear foot of the building's riverfront width. If more than one business is located on a riverfront parcel, then they may share the maximum permitted area in a single sign or in multiple signs, each of which meets the restrictions imposed by this Chapter.

(b) Signs and flags for individual businesses on a single zoning lot. A single business located on one zoning lot may erect signs and flags as follows:

(1) With the exception of riverfront property, the maximum number of signs and flags in combination per business shall be four; riverfront businesses may also have one waterfront sign. No zoning lot shall be permitted to have both a ground mounted sign and a projecting sign, unless one is a waterfront sign.

(2) Types of signs permitted are wall, ground mounted, projecting, awning, waterfront or marquee.

(3) The maximum size of signs other than waterfront signs shall be, for:

a. A wall or marquee sign, 16 square feet.

b. A ground mounted sign, 16 square feet.

c. An awning sign, one square foot per linear foot of the awning, up to ten square feet.

d. A projecting sign, one square foot per linear foot of building frontage on which the sign is to be attached, up to 16 square feet.

~~e. Paddle signs are permitted provided the measuring of the square foot area of such signs shall be the total square foot area of all the signs, including the area of the open space between each sign.~~

(c) *Signs and flags for multiple businesses on a single zoning lot.* Multiple businesses located on a single zoning lot may erect signs and flags as follows:

(1) With the exception of riverfront property, the maximum number of signs and flags in combination per business shall be four; riverfront businesses may also have one waterfront sign.

(2) Types of signs permitted are wall, ground mounted, projecting, awning, marquee, and waterfront, or paddle signs. All signs must be harmonious as to color and lettering, and must be either in historic or restoration shades ARB colors.

(3) The maximum size of signs other than waterfront signs shall be 16 square feet.

(4) Other than a waterfront sign, each business on a single zoning lot may have four signs and flags in combination, one of which may be a projecting sign.

(5) Other than a waterfront sign, no more than one ground mounted sign per business, maximum of 16 square feet in area and eight feet in height is allowed.

~~(6) Only the Town of Occoquan may erect directional signs indicating "More Shops" or other signs with similar wording.~~

DIVISION 3. ADMINISTRATION

Sec. 66-401. Sign permit procedures.

(a) *Applicability.* A sign permit shall be required for all signs erected after December 12, 1995, except for those signs specifically excluded from the sign permit requirements as provided in section 66-367.

(b) *Filing of application; fees.* Applications for sign permits shall be filed on a form provided by the town by the applicant or his agent. Applications for permits for signs in the Old and Historic District shall be subject to review and approval by the architectural review board, ~~shall contain information required in subsection (c) of this section, and shall be accompanied by a fee, as established from time to time by resolution of the town council.~~ All applications for permits for signs ~~outside the Old and Historic District~~ shall be subject to the review and approval of the Town Manager Zoning Administrator, and shall contain information required in subsection (c) of this section, and shall be accompanied by a fee, as established from time to time by resolution of the town council. ~~Denial of a permit by the Town Manager may be appealed to the Town Council.~~

(c) *Information required.* All applications for sign permits shall contain or have attached thereto the following information in either written or graphic form:

(1) Name, address and telephone number of the sign erector and the sign owner.

(2) Positions of the sign in relation to adjacent lot lines, buildings, sidewalks, streets and intersections.

(3) Type of sign and general description of structural design and construction materials to be used.

(4) ~~Purpose of the proposed sign. Reserved.~~

(5) Drawings of the proposed sign, which shall contain specifications indicating the height, perimeter and area dimensions, means of support, method of illumination, colors, and other significant aspects of the proposed sign.

(d) ~~Recording of sign permit. The architectural review board shall maintain a record of all sign permits issued. All sign permits shall be numbered in the order of their issuance. In addition, the architectural review board will maintain a list of non-conforming signs (i.e. signs legally erected prior to January 1, 2012 that would not otherwise be permitted) as they are discovered or recognized. If the architectural review board denies a sign application, the applicant may request that a written statement be issued no later than two weeks after the denial, citing the code section and/or architectural review board guidelines basis for denial. Reserved.~~

(e) *Inspections.* A final inspection shall be completed after installation of approved signs. Any discrepancies between the approved sign and the sign as constructed shall be identified and may result in the halt of construction or sign removal, if so ordered by the ~~zoning administrator or the architectural review board~~ Town.

(f) *Revocations.* The ~~zoning administrator~~ Town ~~or the architectural review board~~ may revoke a permit or approval if it is found that there has been concealment or misrepresentation of material facts in either the application or plans.

Sec. 66-402. Temporary sign permit procedures.

(a) All applications for signs requiring the issuance of a temporary sign permit, as established in section 66-368, shall contain all information requested by the architectural review board prior to the issuance of such permit. The approved permit shall include the expiration date of the temporary permit. The applicant may request extensions of the permit for good cause. Temporary signs remaining after the expiration of the permit shall be considered obsolete.

(b) All applications for banners, as established in section 66-368, shall contain all information requested by the Town ~~Manager~~ prior to the issuance of such permit. The approved permit shall include the expiration date of the temporary permit. The applicant may request extensions of the permit for good cause. Banners remaining after the expiration of the permit shall be considered obsolete.

Sec. 66-403. Expiration of sign permits; signs not constructed.

A sign permit shall expire and become null and void if the approved sign is not erected within a period of 12 months from the date the permit was originally issued. The ~~Town architectural review board~~ may grant one extension of the sign permit for a period of six months, but in no case shall a permit be valid for more than a total of 18 months. Extensions may be granted only when the proposed sign is in compliance with all current applicable regulations.

Sec. 66-404. ~~Variances to sign regulations not permitted.~~

~~Unless specifically authorized in this division, no variance to the standards established for regulating the type, size or location of signs shall be authorized, except by affirmative action of the town council. Reserved.~~

Sec. 66-405. Removal of signs.

(a) *Illegal signs.* The ~~zoning administrator or the architectural review board~~ Town may remove or order the removal of any illegal sign at the expense of the property owner. ~~Placement of an illegal sign shall be a class 4 misdemeanor.~~

(b) *Structurally unsafe signs.* Whenever, in the opinion of the zoning administrator or building official, ~~the architectural review board~~ a sign becomes structurally unsafe or endangers the safety of a building or premises, or endangers the public safety, or is in need of maintenance, the zoning administrator shall order that such sign be made safe, repaired or removed. Such order shall be complied with within five days of receipt of the order by the person owning or using the sign or the owner of the building or premises on which such unsafe sign is affixed or erected.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 D: Request to Award Contract for Fiscal Year 2015 Audit	

Explanation and Summary:

Each year, the Town conducts an audit of the fiscal year ending's (FYE) financial documents. The Town has utilized the services of Robinson, Famer, Cox Associates for the FYE 2011, FYE 2012, FYE 2013 and FYE 2014 financial audits. The attached engagement letter is a proposal to perform the FYE 2015 audit.

Treasurer's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: Not to Exceed \$7,750

Account Number: Operating - Professional Services, Audit Services

Proposed/Suggested Motion:

"I move to award a contract to Robinson, Farmer, Cox Associates to perform the Town's FYE 2015 audit in an amount not to exceed \$7,750."

OR

Other action Council deems appropriate.

Attachments: (1) Engagement Letter

ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

July 2, 2015

The Honorable Town Council
Town of Occoquan, Virginia
314 Mill Street
Occoquan, Virginia 22125

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Town of Occoquan, Virginia for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Occoquan, Virginia as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Occoquan, Virginia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Occoquan, Virginia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

The budgetary comparison information, presented as RSI, will be subjected to the auditing procedures applied in the audit of the basic financial statements and we will provide an in relation to opinion on it in relation to the financial statements as a whole.

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Occoquan, Virginia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

FREDERICKSBURG OFFICE
STREET ADDRESS

10709 SPOTSYLVANIA AVENUE, SUITE 101-A
FREDERICKSBURG, VIRGINIA 22408

Andrew P. Grossnickle, CPA

TELEPHONE (540) 898-8983
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- 1) Schedule of expenditures of federal awards, if applicable.
- 2) Supporting schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Statistical information.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of Town of Occoquan, Virginia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Occoquan, Virginia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Occoquan, Virginia's major programs. The purpose of these procedures will be to express an opinion on Town of Occoquan, Virginia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Town of Occoquan, Virginia in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review if applicable.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information.

You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse.

We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Town of Occoquan, Virginia; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the relevant parties. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports based on a mutually agreed upon timeline. Andrew P. Grossnickle is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be \$6,750 to \$7,750. Our invoice for these fees will be rendered upon completion of the engagement and is payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with Government Auditing Standards we make our most recent external peer review report and any subsequent peer review reports received during the period of the contract publicly available. In addition, our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Occoquan, Virginia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



Andrew P. Grossnickle
Certified Public Accountant
Member

RESPONSE:

This letter correctly sets forth the understanding of Town of Occoquan, Virginia.

By: _____

Title: ___Director of Finance/Treasurer_____

Date:_____

By: _____

Title: ___Mayor_____

Date:_____



Tetrick & Bartlett, PLLC
Certified Public Accountants
Consultants

122 N. Oak St. • PO Box 1916 • Clarksburg, WV 26302-1916 • (304) 624-5564 • Fax: (304) 624-5582 • www.tetrickbartlett.com
1517 Mary Lou Retton Drive • Fairmont, WV 26554 • (304) 366-2992 • Fax: (304) 366-2370

SYSTEM REVIEW REPORT

To the Members of Robinson, Farmer, Cox Associates
and the Peer Review Committee of the
Virginia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetrick & Bartlett, PLLC

December 11, 2013



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 E: Request to Award Contract for Street, Curb and Parking Lot Markings	

Explanation and Summary:

This is a request to award a contract for street, parking lot and curb painting within the Town to include:

1. Restriping double-yellow line on McKenzie Drive;
2. Repainting yellow curbs on VDOT and Town-owned properties;
3. Repainting yellow speed bumps;
4. Adding crosswalks on Town alleys and other identified locations as permitted by VDOT;
5. Adding stop bars on Town alleys and Town owned properties; and
6. Restriping and striping parking spaces in Town-owned parking areas.

The Town requested quotes from three companies with two responding.

Mullen's Markings \$5,365.75
Payne's Parking Designs \$8,508.30

Mullen's Markings is the lowest responsible bidder. The not to exceed amount includes a 25% contingency.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: Not To Exceed \$6,710
Account Number: CIP - Mill Street Revitalization

Proposed/Suggested Motion:

"I move to award a contract to Mullen's Markings in an amount not to exceed \$6,710 for road, curbing and parking lot striping and painting."

OR

Other action Council deems appropriate.

Attachments: (2) Mullen's Markings Proposal
 Locations Map



Mullen's Markings, Inc.
 16306 Braggs Corner Road - Culpeper, VA 22701
 Office: (540) 829-7277 Fax: (540) 829-7987

PROPOSAL

Page 1 of 1

VDOT #: M965 SWaM #: 688557 EVA #: VS0000024503

To: Town of Occoquan Attention: Kirstyn Barr Jovanovich 314 Mill Street P.O. Box 195 Occoquan, VA 22125	Date: July 30, 2015 Proposal: 0583-CE15 Estimator: Chad Elder Bill To: Same	Job: OCCOQUAN 2015 Various Locations Town of Occoquan	Job Information: See File
Office: 703-491-1918, xt. 2 Fax: --	Cell: -- Email: kjovanovich@occoquanva.gov		

We hereby submit specifications and estimates for:

Layout and paint the following proposed pavement markings using one coat of 1952-E latex traffic paint, WITH BEADS:

Qty.	Units	Item Description	Unit Price	Extd. Price
1,506	Lf	Yellow Curb (Multiple Locations) – NO WARRANTY	\$ 1.00	\$ 1,506.00
9	Ea	Speed Bump	\$ 80.00	\$ 720.00
1,507	Lf	4" White Line (Parking Spaces)	\$ 0.25	\$ 376.75
4	Ea	Handicap with Blue Box	\$ 50.00	\$ 200.00

Layout and apply the following proposed pavement markings using VDOT approved Type B, Class I thermoplastic materials:

Qty.	Units	Item Description	Unit Price	Extd. Price
49	Lf	24" White Line (Stop Bars)	\$ 7.00	\$ 343.00
1,400	Lf	4" Yellow Line (Double Yellow and 1 Hatch)	\$ 1.00	\$ 1,400.00
350	Lf	6" White Line (Crosswalks)	\$ 2.00	\$ 700.00
120	Lf	4" White Line (added Parallel Parking Spaces)	\$ 1.00	\$ 120.00

XXXX	Ea	Minimum Daily Paint Mobilization (Either daily quantities completed will be billed or minimum mobilization, whichever is greater)	\$950.00	XXXX
XXXX	Ea	Minimum Daily Paint or Thermoplastic Mobilization (Either daily quantities completed will be billed or minimum mobilization, whichever is greater)	\$2,000.00	XXXX

- Notes:**
- All workmanship is guaranteed for a period of one year. However, there is no warranty included for paint on concrete and MMI is not responsible for any peeling.
 - All quantities are subject to field verification.
 - Minimum mobilization charges per crew per day are \$950.00 for paint, signs, or pressure washing and \$2,000.00 for thermoplastic. Each mobilization, either the quantities completed or the minimum mobilization charge will be billed, whichever is greater.
 - No surface preparation and/or curing compound removal are included in quote unless otherwise noted.
 - No eradication of existing pavement markings is included in quote unless otherwise noted.
 - Signs that are quoted to be cored thru concrete include four inches of coring. An additional \$50.00 will be billed for each additional four inches.
 - This proposal may be withdrawn by Mullen's Markings if not accepted within 30 days and scheduled/delivered within 120 days.
 - Mullen's Markings requires a 24 hour notice of cancellation for scheduled jobs. If 24 hour notice is not given there will be a charge of \$250.00.
 - No traffic control is included in quote unless specified above.
 - If Pressure Washing work is accepted, the customer will be responsible for supplying the water source.
 - We accept payment via check or credit card. Credit cards accepted are Visa, MasterCard, American Express, and Discover.
 - Our standard insurance certificates will be issued for each accepted job. If any endorsements are needed the insurance requirements must be outlined in a contract between the customer and MMI prior to commencement of work on project. Once work begins no changes to the certificate can be made.

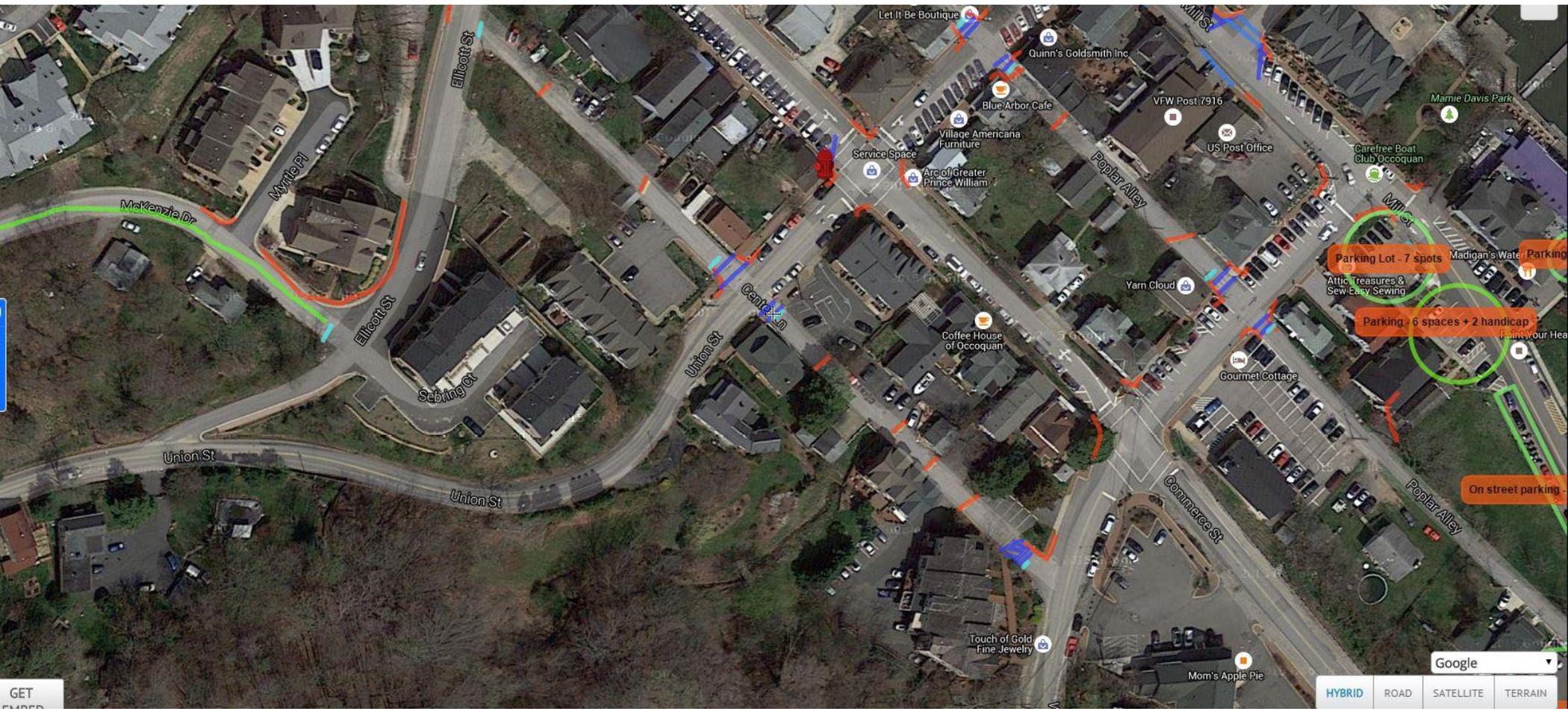
Acceptance of Proposal: Payment terms for this contract are 100% in full within 30 days of completion. By signing this proposal you are agreeing to the terms and approximate quantities listed above. If terms are not met there will be an additional 1.5% finance charge. The amount due when the contract obligations of the contractor, Mullen's Markings, Inc., are met is in the amount of: **UNIT PRICES (XX DOLLARS AND XX/100)** plus/minus any additional add/or deduct options and plus any minimum mobilizations charges.

Mullen's Markings, Inc. Authorized Representative: _____

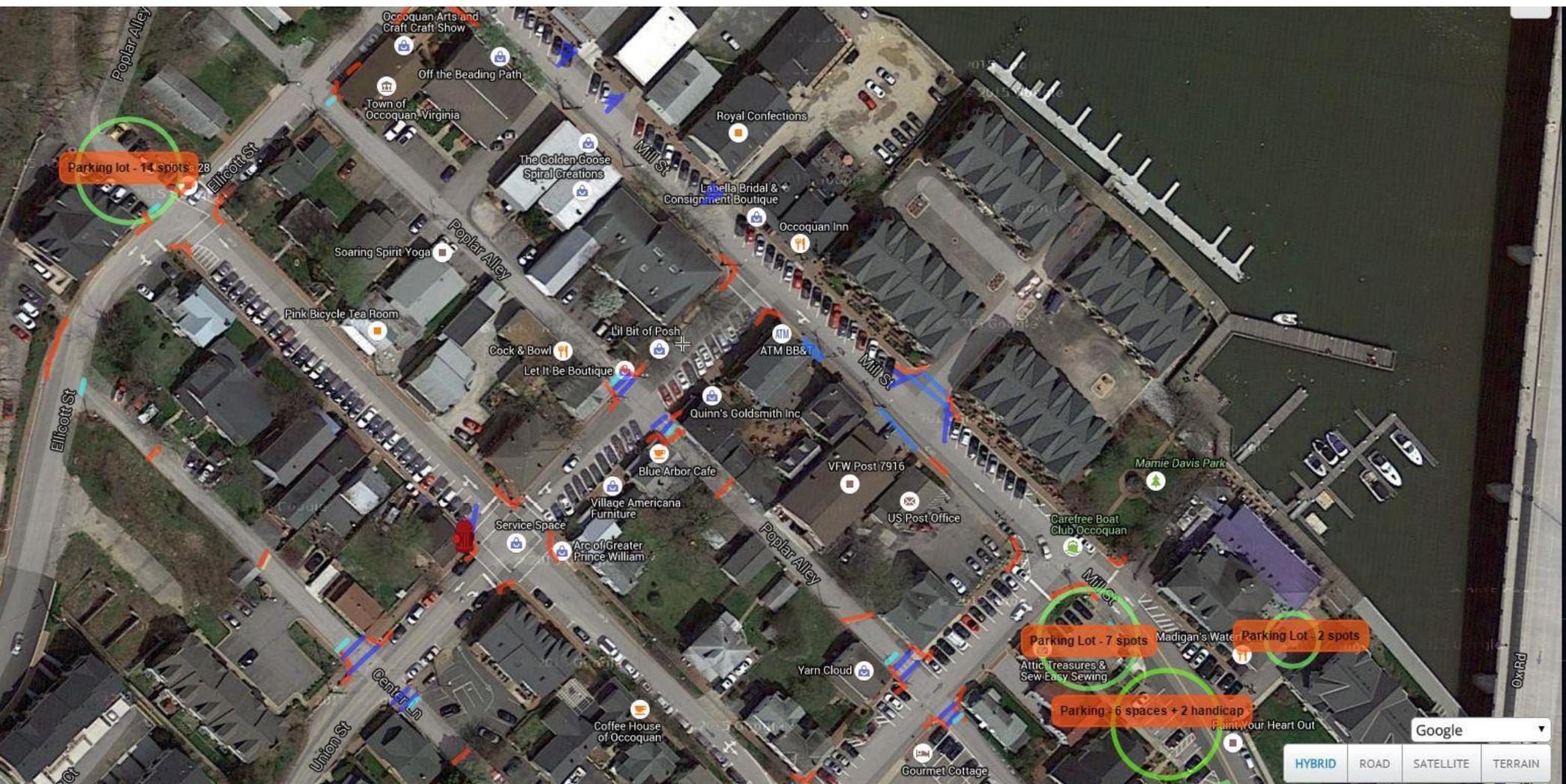
Customer Authorized Representative Signature: _____ Date: _____

Customer Authorized Representative Name & Capacity (Printed): _____ Page 94













TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 F: Request to Set Not-To-Exceed Amount to Replace Town Hall Roof	

Explanation and Summary:

The roof of Town Hall was last replaced in 1998. During a recent inspection, it was advised that the roof of Town Hall should be replaced. This item was not part of the Town's Capital Improvement Plan for FY 2016. Staff is in the process of obtaining quotes to replace the roof.

Staff is recommending delaying the planned site improvements at the Town's Annex until FY 2017 and utilize that funding to replace Town Hall's roof within FY 2016. During the FY 2017 budget process, funding can be reassigned from Town Hall renovations to making the necessary site improvements at the Town's Annex.

Engineer's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend delaying the property improvements scheduled for the Town's Annex (\$10,000) until FY 2017 and replacing Town Hall's roof within the current Fiscal Year.

Cost and Financing: Not-To-Exceed \$11,500

Account Number: FY 2016 CIP - Annex Property Improvements

Proposed/Suggested Motion:

"I move to approve a not-to-exceed amount of \$11,500 for the replacement of the Town Hall roof and authorize the Town Manager to obtain quotes and contract with the responsible bidder."

OR

Other action Council deems appropriate.

Attachments: (1) FY 2016-2020 Capital Improvement Plan

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Public Works		170,000	69,000	59,000	74,000	38,000	410,000	
	Mill Street Revitalization	150,000					150,000	
	Intersection Improvements (See Infrastructure Schedule)	0	10,000	10,000	10,000	10,000	40,000	
	Street Maintenance (See Infrastructure Schedule)	0	8,000	8,000	8,000	8,000	32,000	
	Sidewalk Maintenance (See Infrastructure Schedule)	0	5,000	5,000	5,000	5,000	20,000	
	Building Maintenance (See Infrastructure Schedule)	5,000	5,000	5,000	5,000	5,000	25,000	
	Stormwater Management	5,000	5,000	5,000	5,000	5,000	25,000	
	Street Tree Maintenance	0	5,000	5,000	5,000	5,000	20,000	
	Trash/Recycling Containers Replacement	0	11,000	11,000	11,000	0	33,000	
	Town Hall Renovations	0	20,000	0	0	0	20,000	
	Annex Property Improvements	10,000	0	0	0	0	10,000	
	Street Sweeper Replacement	0	0	0	25,000	0	25,000	
	Gaslight Replacement	0	0	0	0	0	0	
	Historic District Parking Facility	0	0	0	0	0	0	
	Parking/Traffic Study	0	0	10,000	0	0	10,000	\$410,000
	Bond	0	0	0	0	0	0	
	CIP	170,000	65,000	58,000	73,000	38,000	404,000	
	Grants, Other	0	4,000	1,000	1,000	0	6,000	
	TBD	0	0	0	0	0	0	
	Total Funding	170,000	69,000	59,000	74,000	38,000	410,000	

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Parks		791,000	5,000	10,000	20,000	0	826,000	
	Tanyard Hill Parcel - Site Research	5,000	0	0	0	0	5,000	
	Tanyard Hill Parcel - Improvements (Trail)	0	0	0	0	0	0	
	Furnace Branch Park (Site Research and Planning)	0	5,000	0	0	0	5,000	
	Furnace Branch Park (Site Prep/Planning)	0	0	10,000	0	0	10,000	
	Furnace Branch Park (Site Build)	0	0	0	15,000	0	15,000	
	River Park Project	750,000	0	0	0	0	750,000	
	Canoe/Kayak Ramp	36,000	0	0	0	0	36,000	
	Mamie Davis Park Renovations/Upgrades	0	0	0	5,000	0	5,000	
	Riverwalk Boardwalk	0	0	0	0	0	0	\$826,000
	Bond	0	0	0	0	0	0	
	CIP	12,500	5,000	10,000	20,000	0	47,500	
	Grants, Other	778,500	0	0	0	0	778,500	
	TBD	0	0	0	0	0	0	
	Total Funding	791,000	5,000	10,000	20,000	0	826,000	
Public Safety		0	7,000	4,000	45,000	0		
	Police Vehicle	0	0	0	45,000	0	45,000	
	In-Vehicle Laptop Replacement	0	0	2,000	0	0	2,000	
	Body Armor	0	0	2,000	0	0	2,000	
	Body/In-Car Camera System	0	7,000	0	0	0	7,000	\$56,000
	Bond	0	0	0	0	0	0	
	CIP	0	0	0	0	0	0	
	Grants, Other	0	7,000	4,000	45,000	0	56,000	
	TBD	0	0	0	0	0	0	
	Total Funding	0	7,000	4,000	45,000	0	56,000	

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Information Technology		5,000	15,000	25,000	0	5,000	50,000	
	Computer Upgrades	0	0	10,000	0	5,000	15,000	
	Server Room Relocation	0	5,000	0	0	0	5,000	
	Financial System	0	10,000	0	0	0	10,000	
	Website Redesign	0	0	15,000	0	0	15,000	
	A/V Equipment - Town Hall	5,000	0	0	0	0	5,000	\$50,000
	Bond	0	0	0	0	0	0	
	CIP	5,000	15,000	25,000	0	5,000	50,000	
	Grants, Other	0	0	0	0	0	0	
	TBD	0	0	0	0	0	0	
	Total Funding	5,000	15,000	25,000	0	5,000	50,000	
Administration		39,000	0	0	0	0	39,000	
	Document Management System	20,000	0	0	0	0	20,000	
	Town Code Recodification/Legal Review	12,000	0	0	0	0	12,000	
	Council Dais Chairs/Conference Room Table	2,000	0	0	0	0	2,000	
	Comprehensive Plan Review/Update	5,000	0	0	0	0	5,000	\$39,000
	Bond	0	0	0	0	0	0	
	CIP	39,000	0	0	0	0	39,000	
	Grants, Other	0	0	0	0	0	0	
	TBD	0	0	0	0	0	0	
	Total Funding	39,000	0	0	0	0	39,000	
Totals		FY16	FY17	FY18	FY19	FY20		
	Bond	0	0	0	0	0		
	CIP	226,500	85,000	93,000	93,000	43,000		
	Grants, Other	778,500	11,000	5,000	46,000	0		
	TBD	0	0	0	0	0		
	Total Funding Per FY	1,005,000	96,000	98,000	139,000	43,000		



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

8. Regular Business	Meeting Date: August 4, 2015
8 G: Request to Purchase New Banners for Town Gas Lights	

Explanation and Summary:

This is a request to purchase new banners for the Town's gas lights. The new banners would complement the Town's current banners, the winter and patriotic designs. This request includes the purchase of three designs, 25 of each design.

- (25) Craft Show Banner – Spring Design
- (25) Craft Show Banner – Fall Design
- (25) Town Logo Banner – Promoting Shopping, Dining, Art and History

This also includes a request to purchase three additional patriotic banners to replace those that were recently stolen.

Banners will be interchanged throughout the year and on alternating gas lights. Below is the general timeline for banner display:

- April – August: Craft Show Banner (Spring Theme) and Patriotic Theme Banner
- September – November: Craft Show Banner (Fall Theme) and Patriotic Theme Banner
- December – March: Winter Theme and Town Logo Banner

The proposed banners were discussed with the ARB during their July 14, 2015 meeting and they were in agreement with this proposed design and process.

The proposed banner designs will be provided at the August 4, 2015 meeting.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: Not-To-Exceed \$6,500
Account Number: FY2016 CIP

Proposed/Suggested Motion:

"I move to approve the purchase of banners for the Town's gas lights through Mosca Design in an amount not to exceed \$6,500."

OR

Other action Council deems appropriate.

Attachments: (1) FY 2016-2020 Capital Improvement Plan

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Public Works		170,000	69,000	59,000	74,000	38,000	410,000	
	Mill Street Revitalization	150,000					150,000	
	Intersection Improvements (See Infrastructure Schedule)	0	10,000	10,000	10,000	10,000	40,000	
	Street Maintenance (See Infrastructure Schedule)	0	8,000	8,000	8,000	8,000	32,000	
	Sidewalk Maintenance (See Infrastructure Schedule)	0	5,000	5,000	5,000	5,000	20,000	
	Building Maintenance (See Infrastructure Schedule)	5,000	5,000	5,000	5,000	5,000	25,000	
	Stormwater Management	5,000	5,000	5,000	5,000	5,000	25,000	
	Street Tree Maintenance	0	5,000	5,000	5,000	5,000	20,000	
	Trash/Recycling Containers Replacement	0	11,000	11,000	11,000	0	33,000	
	Town Hall Renovations	0	20,000	0	0	0	20,000	
	Annex Property Improvements	10,000	0	0	0	0	10,000	
	Street Sweeper Replacement	0	0	0	25,000	0	25,000	
	Gaslight Replacement	0	0	0	0	0	0	
	Historic District Parking Facility	0	0	0	0	0	0	
	Parking/Traffic Study	0	0	10,000	0	0	10,000	\$410,000
	Bond	0	0	0	0	0	0	
	CIP	170,000	65,000	58,000	73,000	38,000	404,000	
	Grants, Other	0	4,000	1,000	1,000	0	6,000	
	TBD	0	0	0	0	0	0	
	Total Funding	170,000	69,000	59,000	74,000	38,000	410,000	

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Parks		791,000	5,000	10,000	20,000	0	826,000	
	Tanyard Hill Parcel - Site Research	5,000	0	0	0	0	5,000	
	Tanyard Hill Parcel - Improvements (Trail)	0	0	0	0	0	0	
	Furnace Branch Park (Site Research and Planning)	0	5,000	0	0	0	5,000	
	Furnace Branch Park (Site Prep/Planning)	0	0	10,000	0	0	10,000	
	Furnace Branch Park (Site Build)	0	0	0	15,000	0	15,000	
	River Park Project	750,000	0	0	0	0	750,000	
	Canoe/Kayak Ramp	36,000	0	0	0	0	36,000	
	Mamie Davis Park Renovations/Upgrades	0	0	0	5,000	0	5,000	
	Riverwalk Boardwalk	0	0	0	0	0	0	\$826,000
	Bond	0	0	0	0	0	0	
	CIP	12,500	5,000	10,000	20,000	0	47,500	
	Grants, Other	778,500	0	0	0	0	778,500	
	TBD	0	0	0	0	0	0	
	Total Funding	791,000	5,000	10,000	20,000	0	826,000	
Public Safety		0	7,000	4,000	45,000	0		
	Police Vehicle	0	0	0	45,000	0	45,000	
	In-Vehicle Laptop Replacement	0	0	2,000	0	0	2,000	
	Body Armor	0	0	2,000	0	0	2,000	
	Body/In-Car Camera System	0	7,000	0	0	0	7,000	\$56,000
	Bond	0	0	0	0	0	0	
	CIP	0	0	0	0	0	0	
	Grants, Other	0	7,000	4,000	45,000	0	56,000	
	TBD	0	0	0	0	0	0	
	Total Funding	0	7,000	4,000	45,000	0	56,000	

ADOPTED FY 2016 CAPITAL IMPROVEMENTS PLAN SUMMARY

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
Information Technology		5,000	15,000	25,000	0	5,000	50,000	
	Computer Upgrades	0	0	10,000	0	5,000	15,000	
	Server Room Relocation	0	5,000	0	0	0	5,000	
	Financial System	0	10,000	0	0	0	10,000	
	Website Redesign	0	0	15,000	0	0	15,000	
	A/V Equipment - Town Hall	5,000	0	0	0	0	5,000	\$50,000
	Bond	0	0	0	0	0	0	
	CIP	5,000	15,000	25,000	0	5,000	50,000	
	Grants, Other	0	0	0	0	0	0	
	TBD	0	0	0	0	0	0	
	Total Funding	5,000	15,000	25,000	0	5,000	50,000	
Administration		39,000	0	0	0	0	39,000	
	Document Management System	20,000	0	0	0	0	20,000	
	Town Code Recodification/Legal Review	12,000	0	0	0	0	12,000	
	Council Dais Chairs/Conference Room Table	2,000	0	0	0	0	2,000	
	Comprehensive Plan Review/Update	5,000	0	0	0	0	5,000	\$39,000
	Bond	0	0	0	0	0	0	
	CIP	39,000	0	0	0	0	39,000	
	Grants, Other	0	0	0	0	0	0	
	TBD	0	0	0	0	0	0	
	Total Funding	39,000	0	0	0	0	39,000	
Totals		FY16	FY17	FY18	FY19	FY20		
	Bond	0	0	0	0	0		
	CIP	226,500	85,000	93,000	93,000	43,000		
	Grants, Other	778,500	11,000	5,000	46,000	0		
	TBD	0	0	0	0	0		
	Total Funding Per FY	1,005,000	96,000	98,000	139,000	43,000		