



**TOWN OF OCCOQUAN**  
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street  
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Occoquan, VA 22125  
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**Occoquan Town Council**  
**Regular Meeting**  
**June 5, 2018 | 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. May 2, 2018 Regular Meeting Minutes
  - b. May 23, 2018 Special Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
  - a. Town Attorney
  - b. Town Engineer
  - c. Building Official
  - d. Town Manager
  - e. Town Treasurer
  - f. Chief of Police
  - g. Boards and Commissions
8. **Public Hearing**
  - a. Public Hearing and Action to Award Franchise: O-2018-02, Granting a Small Cell Facilities Franchise to Permit Use of Public Right-of-Way Within the Town Limits for Location of Telecommunications Equipment on Existing Utility Poles
9. **Regular Business**
  - a. Request to Adopt Revised Fee Schedule
10. **Closed Session**
11. **Adjournment**

**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](http://www.occoquanva.gov).*



**OCCOQUAN TOWN COUNCIL**  
**Regular Meeting Minutes - Draft**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Wednesday, May 2, 2018**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Jim Drakes, and Cindy Fithian.

**Absent:** Councilmember Joe McGuire

**Staff:** Kirstyn Jovanovich, Town Manager; Christopher Coon, Town Clerk; Martin Crim, Town Attorney; Adam Linn, Chief of Police

**1. Call to Order**

Mayor Quist called the meeting to order at 7:01 p.m.

**2. Pledge of Allegiance**

**3. Citizens Time**

Cecilia Blacksheer, The Good News Community Kitchen, requested a waiver for River Mill Park rental fee for Back to School Picnic and Supply Giveaway.

It was moved to waive the fee for River Mill Park for the Back to School Picnic and Supply Giveaway event on August 08, 2018.

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

Sharon Terrill, 109 River Rd., asked for an exception for the Town Code section relating to shielding of refuse containers. She stated that there has never been an issue before her neighbor moved in. She also pointed out that the Town Code needs to be updated because the town no longer provides 31-gallon cans, which is the maximum capacity allowed by the Town Code.

Patricia Lynn, 407 Union Street, requested a committee be created on the issue of speeding on Tanyard Hill Road. She also reported that Saluka Jones passed away recently and it was not in the newsletter.

Mark Light, 113 River Rd., stated that the issue with the trash containers has been caused by one neighbor.

**4. Approval of Minutes**

It was moved to approve the minutes of the April 3, 2018 Regular Meeting, the April 17, 2018 Work Session, and the April 24, 2018 Special Meeting.

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

## 5. Councilmember Reports

Cindy Fithian thanked town residents for their support during the campaign and election. She stated that she received several suggestions and comments from town residents and she intends on compiling all of them and having a meeting with town staff.

## 6. Mayor's Report

Mayor Quist updated Council on the status of the Tanyard Hill property rezoning and comprehensive plan update process. It will go before the Board of County Supervisors May 15, 2018, and the Town Engineer will be attending that meeting to answer any questions. Prince William County Planning Commission has recommended approval.

## 7. Staff Reports

**A. Town Attorney:** Mr. Crim, Town Attorney, reported on the following:

- i. **State Bills** - SB823/HB1427, regulating wireless support structures, the governor proposed amendments which the General Assembly accepted. The amendments make the bill applicable only to VDOT and not to localities. Localities remain free to set fees for use of the right-of-way for wireless support structures.
- ii. **River Mill Park** - Mayor and Town Staff had a meeting with The Engineering Groupe, Miller Brothers, the architect and the engineer regarding the pending Notices of Violation at the restroom facility building.
- iii. **Mobilitie** - Mr. Crim, is continuing to work with the Town Manager on the Mobilitie franchise.
- iv. **Board of Zoning Appeals** - Maryann Phelps' term has expired and she will continue serving until the Circuit Court appoints a replacement.
- v. **Trash on River Road** - There is no waiver currently allowed in the Town Code. He suggested Town staff create an amendment to the Town Code and limit enforcement on River Road until those revisions are made.

**B. Town Engineer:** Mr. Reese, Town Engineer, submitted a report as part of the meeting agenda. No questions were received.

**C. Building Official:** The Building Official's report was submitted as part of the meeting agenda.

**D. Town Manager:** Ms. Jovanovich submitted a manager's report as part of the meeting agenda. She also reported the following:

- i. **Speeding on Tanyard Hill Road**- Ms. Jovanovich reported that she has been communicating with Prince William County and VDOT to request a traffic study and replacement of rumble strips.
- ii. **Vulcan Parking Lot** - Ms. Jovanovich reported that the Vulcan Lot will no longer be available for the Arts and Crafts Show. The Mayor is assisting to identify a new lot to capture the traffic traveling south on Route 123.

Councilmember Dawson stated he would be in favor of a committee, that included the planning commission, to review the information received from VDOT after traffic study regarding speeding in town.

Councilmember Drakes stated that a committee to review and discuss all of the parking and traffic studies would be beneficial. He stated that there needs to be focus on trying to slow down those going the fastest on the road ways.

Mayor Quist stated that there needs to be communication with VDOT and Prince William County about how to make adjustments without meeting VDOT's standards.

Councilmember Fithian volunteered to head a committee for the parking and traffic studies, should the Town Council establish such a committee in the future.

- E. **Town Treasurer:** Ms. Rodriguez, Town Treasurer, submitted a report as part of the meeting agenda.
- F. **Chief of Police:** Chief Linn submitted a report as part of the meeting agenda.

Councilmember Fithian inquired about the inoperable vehicles on Center Lane. Chief Linn stated that the Property Owner has brought all of the vehicles into compliance.

Vice Mayor Sivigny inquired if there are any violations regarding the camper on Center Lane. Chief Linn stated that he will have to review the camper for any violations.

Councilmember Fithian requested more information for the hit and run accident at the intersection of Washington Street and Commerce Street. Chief Linn stated that this was an ongoing investigation and reported that he obtained felony warrants for the individual that struck the pedestrian.

Councilmember Drakes inquired about the Pedestrian Safety Program. Chief Linn indicated that the program's education portion will begin Friday May 4, 2018. Brochures will be provided to both pedestrians and drivers in the Town of Occoquan.

Councilmember Fithian inquired if the Town Code had a regulation regarding a driver having a phone in their hands. Chief Linn stated that there was not. Mr. Crim stated that he believes there will be a new law in the VA State Code effective in July that there will be a new charge for drivers using phones, not only texting, and the violation would not be a reckless driving charge.

- G. **Boards and Commissions:** Ryan Somma reported the Planning Commission approved the update to Town Code Chapter 2 Planning Commission and approved the 2017 Annual Report.

## 8. Regular Business

### **8A. Request to Adopt and Appropriate Fiscal Year 2019 Budget and Tax Rates**

It was moved to set the following tax rates for the Fiscal Year 2019 beginning July 1, 2018: a Real Estate Tax Rate of \$0.12 per \$100 of assessed valuation; a Meals Tax Rate of three (3) percent; and a Transient Tax Rate of two (2) percent.

It was further moved to adopt the Fiscal Year 2019 Budget beginning July 1, 2018 as presented in the amount of \$755,920 and appropriate the funds for the expenditures shown in the budget.

It was further moved to adopt the fiscal Year 2019 Capital Improvement plan beginning July 1, 2018 as presented in the amount of \$606,100 in expenditures and \$446,300 in revenue, and appropriate the funds for the expenditures shown in the budget.

It was further moved to adopt the fiscal Year 2019 Mamie Davis Fund beginning July 1, 2018 as presented in the amount of \$2,000 in expenditures and \$2,600 in revenue, and appropriate the funds for the expenditures shown in the budget.

It was further moved to adopt the Fiscal Year 2019 Craft Show fund beginning July 1, 2018 as presented in the amount of \$101,954 in expenditures and \$203,950 in revenues, and appropriate the funds for the expenditures shown in the budget.

**A motion was made by Vice Mayor Sivigny, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by roll call vote, Councilmember Fithian, Councilmember Drakes, Councilmember Dawson, and Vice Mayor Sivigny.**

### **8B. Request to Approve Resolution for Military Tribute Banner Program**

It was moved to approve a resolution for VFW Post 7916 Military Tribute Banners.

**A motion was made by Councilmember Fithian, seconded by Vice Mayor Sivigny that the Action Item be approved. The motion carried by poll vote, unanimous.**

### **8C. Request to Adopt Ordinance to Update Occoquan Town Code Chapter 2, Planning Commission and Architectural Review Board**

It was moved to adopt an ordinance amending Occoquan Town code Chapter 2, relating to Planning Commission and Architectural Review Board.

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

### **8D. Request to Accept Planning Commission 2017 Annual Report**

It was moved to accept the Planning Commission 2017 Annual Report.

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

**8E. Request to Approve FY 2019 Refuse and Recycling Contract**

It was moved to approve the FY 2019 Extension to the Town's contract with Bates Trucking and Trash Company, Inc. for weekly refuse, recycling, bulk and yard waste collection within the town of Occoquan for an annual cost of \$49,800.

**A motion was made by Vice Mayor Sivigny, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.**

**8F. Request to Approve FY 2019 Landscaping Contract**

It was moved to approve the FY 2019 Extension to the Town's contract with Virginia Lawn Service, Inc. for landscaping maintenance services (RFP2015-001) for an annual cost of \$17,375.

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

**8G. Request to Award Contract and Appropriate Capital Funds for Paving of Commerce/ Washington Streets Public Parking Lot**

It was moved to contract with H & H Paving and appropriate an amount not to exceed \$28,500 to pave and stripe the public parking lot, on street parking, and Annex entrance at the corner of Washington and Commerce Streets.

**A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be approved. The motion carried, by roll call vote, Councilmember Fithian, Councilmember Drakes, and Vice Mayor Sivigny. Councilmember Dawson, adjacent property owner, abstained from discussion and vote.**

**8H. Request to Award Contract for Website Design**

It was moved to set a not-to-exceed amount of \$10,000 for the redesign of the Town of Occoquan's website and authorize the Town Manager to contract with the lowest responsible bidder.

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

**8I. Request to Approve After-the-Fact Snow Removal Expenditures**

It was moved to approve after-the-fact snow removal activities in the amount of \$1,273.75

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

**9. Closed Session**

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1): a personnel matter

involving consideration or interviews of candidates for employment or appointment to Boards, Commissions, and Committees. Councilmember Dawson seconded. The motion carried unanimously. Closed Session began at 8:01 p.m.

The Council came out of closed session at 8:25 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 Drakes seconded.

Motion passed, Ayes - Councilmember Fithian, Councilmember Drakes, Councilmember Dawson, and Vice Mayor Sivigny, by roll call vote.

**8J. Request to Appoint Members to Boards and Commissions**

It was moved to appoint Eliot Perkins to the Planning Commission and Stewart Emenheiser to the Architectural Review Board, effective May 2, 2018. Further appoint Doug Kastens to the Architectural Review Board effective May 9, 2018.

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

**8K. Request to Appoint Members to Arts and Crafts Show Exploratory Committee**

It was moved to appoint Betsy Merklein, Cathy Campbell, Donna Carleton, Kim Deal, Krystyna Bienia, Mary Craig, Susan Lee-Merrow, and Elizabeth Quist, in addition to town staff Kirstyn Jovanovich and Julie Little, to the Arts and Crafts Show Exploratory Committee.

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

**10. Adjournment**

The meeting was adjourned at 8:27 p.m.

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Christopher Coon  
Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Special Session Minutes**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Wednesday, May 23, 2018**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Jim Drakes, and Cindy Fithian

**Absent:** Councilmembers Joe McGuire

**Staff:** Adam Linn, Chief of Police

### **1. Call to Order**

Mayor Quist called the meeting to order at 7:01 p.m.

Vice Mayor Sivigny asked for an update on the shooting incident that took place in Occoquan over the weekend. Chief Linn reported that the incident occurred in the early morning hours of Sunday May 13<sup>th</sup>. An individual shot at two Prince William County Officers that were in Occoquan Heights on a call. There was an extensive search conducted which resulted in a search warrant and arrest of the suspect. He is being held without bond and his court date is July 12, 2018.

### **2. Closed Session**

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1): a personnel matter involving: demotion, discipline or resignation of specific employees, namely the Town Manager. Councilmember Fithian seconded. The motion carried unanimously. Closed Session began at 7:08 p.m. with Mayor-Elect Porta and Council Members-Elect Perkins and Holloway present.

The Council came out of closed session at 7:50 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 Fithian seconded.

It was moved to authorize the Mayor to sign a consulting agreement with Gerhart Enterprise, Inc. for the purpose of recruitment and selection of a Town Manager, pending Town Attorney review, for an amount not to exceed \$6,500 for services plus \$1,000 for mileage reimbursement.

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

### **3. Adjournment**

The meeting was adjourned at 7:52 p.m.

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Christopher Coon  
Town Clerk



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J. Matthew Dawson  
Jim Drakes  
Cindy Fithian  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

**TOWN ENGINEER**  
Bruce A. Reese, P.E., L.S.

## **Town Engineer's Report Town Council Meeting – June 5, 2018**

### **Kayak/Canoe Launch – no change from last report**

Two bids received, both over budget. Looking for alternative funding sources, working with Department of Conservation and Recreation (DCR). Mayor working with PWC on potential funding.

### **River Mill Park – Moisture Issue in Storage Room – no change from last report**

Evaluating options for corrections as directed by Council during November meeting.

### **Tanyard Hill property – update from last report**

Proffer Amendment and Comprehensive Plan Amendment approved by Board of Supervisors on May 15, 2018.

### **Kiely Court Project – no change from last report**

Land Disturbance Permit issued - construction to start soon.

### **Rivertown Project – no change from last report**

Land Disturbance Permit issued – construction started.

### **113 Poplar Lane – Site Plan for Swimming Pool – no change from last report**

Land Disturbance Permit issued – construction started.

### **Stormwater Management Program - Prince William County – update from last report**

Met with Director of Public Works (Tom Bruun, Marc Aveni, Madan Mohan, Mark Colwell) on March 6, 2018. Inventory of storm system partially completed and continuing, with report of findings forthcoming.

### **Fairfax County – Comprehensive Plan Amendment – update from last report**

Reviewed notice of update to Comp Plan for status of various historic sites around Fairfax County – no impact on Town.

### **Old Bridge Road Corridor Study Draft Issued – update from last report**

Report prepared by Parsons for PWC Department of Transportation, dated 5/14/18.

“Access to and from the Town of Occoquan and addressing ongoing concerns relative to traffic going through the Town of Occoquan to avoid delays on Old Bridge Road (particularly at the Gordon Boulevard intersection): these issues are addressed through a proposed intersection redesign at Old Bridge Road and Occoquan Road, addressing delays at Gordon Boulevard through a major redesign and improvement at this location, and continued close monitoring of the cut-through traffic issues within the Town of Occoquan.”

- “1. Traffic calming with the Town of Occoquan: Solutions to address the through-traffic issue using traffic calming are limited, particularly with increased use by motorists of GPS mapping applications such as Waze that are tied to real-time traffic data and that provide information on speeds and alternative routing to avoid congestion. Prince William County studies of implementing traffic calming measures on Washington Street (performed in April 2017) indicate that measured traffic speeds do not meet the criteria for implementing traffic calming measures.
2. As noted within the report, significant improvements to the Old Bridge Road/Gordon Boulevard intersection, including addressing the southbound right turn and opposing eastbound left turn delays are proposed for implementation. Reductions in delays at this intersection based on the proposed improvements will reduce incentives for through traffic to pass through the Town of Occoquan.

While it is believed that the improvements to the Old Bridge Road/Gordon Boulevard intersection, along with other improvements on Old Bridge Road will address the Town of Occoquan cut-through traffic issue to a substantial degree, this study recommends continued monitoring of travel within the Town to address ongoing safety and quality of life issues within the Occoquan community.”

-END-

**BUILDING OFFICIAL REPORT - TOWN OF OCCOQUAN**  
**Tuesday, June 5, 2018**  
**PWC DEVELOPMENT SERVICES - BUILDING DEVELOPMENT**

Report Date: 5/22/2018  
 Report Time: 3:07:24 PM

**Town of Occoquan - Permit Report**  
**May 2018**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2015-01059	302 COMMERCE ST	ALTERATION TO EXISTING SFD/ SCHMIDT	Building	Finalized	R - Alteration/Repair	10/30/2014	05/04/2018
BLD2018-04529	107 EDGEHILL DR	STRUCTURAL A/R TO REMOVE LOAD BEARING WALL AND REPLACE WITH STRUCTURAL BEAM	Building	Finalized	R - Alteration/Repair	03/14/2018	03/25/2018
BLD2018-05318	304 MILL ST	INTERIOR AND EXTERIOR ALTERATION TO MILL STREET SNACKS - REMOVAL OF DAMAGED FRONT OF STRUCUTRE - INSTALL NEW 2 X 4 SUPPORTS AS NEEDED, 32" WOODEN DOOR, 48" WINDOW, T1-11 WOOD SIDING, SERVICE SHELF BELOW WINDOW, NEW HAND RAIL TO THE LEFT OF DECK.	Building	Finalized	C - Alteration/Repair	04/06/2018	04/15/2018
ELE2018-04256	304 MILL ST	INTERIOR AND EXTERIOR ALTERATION TO MILL STREET SNACKS - LIGHT FIXTURES, RECEPTACLES, AND SWITCH	Electrical	Finalized	C - Alteration/Repair	04/10/2018	04/22/2018
PLB2018-02475	304 MILL ST	3-Compartment Sink	Plumbing	Finalized	C - Alteration/Repair	04/06/2018	05/06/2018
BLD2018-04471	313 MILL ST	PARTIAL ROOF REPAIR DUE TO WATER DAMAGE - SEE PSTD2018-00224	Building	Issued	C - Alteration/Repair	02/23/2018	
ELE2018-04745	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Electrical	Pending	C - Alteration/Repair		
MEC2018-01930	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Mechanical	Pending	C - Alteration/Repair		
PLB2018-01804	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Plumbing	Pending	C - Alteration/Repair		
BLD2018-04612	416 MILL ST	BANN THAI O TOWN - TLO	Building	Pending	C - Tenant Layout		
PLB2018-02753	416 MILL ST	BANN THAI O TOWN - TLO	Plumbing	Pending	C - Tenant Layout		
BLD2018-02969	426 MILL ST	LOT SPECIFIC SFD - KIELY RESIDENCE	Building	Pending	R - New Single Family Dwelling		
BLD2018-05964	426 MILL ST	RETAINING WALL MAX HEIGHT 9'6"	Building	Pending	R - Retaining Wall		

**Town of Occoquan - Permit Report  
May 2018**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2018-02984	430 MILL ST	KIELY RESIDENCE - LOT SPECIFIC SFD	Building	Pending	R - New Single Family Dwelling		
BLD2018-05963	430 MILL ST	RETAINING WALL MAX HEIGHT 9'6"	Building	Pending	R - Retaining Wall		
BLD2014-05879	1441 OCCOQUAN HEIGHTS CT	DECK	Building	Issued	R - Addition	04/25/2014	
BLD2013-05224	326 OVERLOOK DR	NON STRUCTURAL INTERIOR REMODEL	Building	Finalized	C - Alteration/Repair	04/08/2013	05/06/2018
ELE2018-03876	326 OVERLOOK DR	NON STRUCTURAL INTERIOR REMODEL**TAKE OVER PERMIT FROM ELE2013-03967**	Electrical	Finalized	C - Alteration/Repair	03/16/2018	05/06/2018
BLD2018-02753	113 POPLAR LN	36' x 18' INGROUND POOL	Building	Issued	R - Swimming Pool	12/07/2017	
ELE2018-02286	113 POPLAR LN	36' x 18' INGROUND POOL	Electrical	Issued	R - Swimming Pool	12/07/2017	
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to Fire Bowls	Gas	Issued	R - Swimming Pool	01/16/2018	
BLD2018-04392	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04390	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04393	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04376	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04394	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04375	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04008	199 UNION ST	UPDATE AND REPAIR BATHROOM IN RENTAL APARTMENT.***MUST PAY BCE ADMIN FEE***	Building	Issued	C - Alteration/Repair	01/31/2018	
PLB2018-01862	199 UNION ST	INTERIOR RENOVATIONS TO LAUNDRY AND BATHROOM IN RESIDENCE ON THE SECOND FLOOR. 1 BATH, 1 DRAIN.	Plumbing	Issued	C - Alteration/Repair	01/31/2018	
PLB2018-02373	411 UNION ST	CONVERTING FROM SEPTIC TO PUBLIC SEWER	Plumbing	Issued	R - Alteration/Repair	03/23/2018	
BLD2014-04698	109 WASHINGTON SQUARE CT	DECK	Building	Finalized	R - Addition	03/04/2014	04/15/2018
PLB2018-01956	103 WEST LOCUST ST	Water Service	Plumbing	Issued	R - Alteration/Repair	02/08/2018	



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Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

## **Town Manager's Report Town Council Meeting - June 5, 2018**

### **Speeding on Tanyard Hill Road**

The rumble strips have been re-installed on Tanyard Hill Road. Prince William County Transportation Division is scheduling a speed study on Tanyard Hill Road this summer. Follow up after speed study for next steps.

### **Parking and Traffic Study - Next Steps**

At the March 6 meeting, the Town Council sent the parking study to the Planning Commission for review and to provide recommended next steps to the Town Council. Review pending.

### **River Mill Park**

The lights on the pedestrian bridge have been reinstalled and electrical work has been completed courtesy of VDOT; lights are operational. No further action required.

### **Intersection Improvements**

The Town has been notified that we have received the grant through VDOT's Transportation Alternatives Program (TAP) for the intersection improvement project on Mill Street. Funding will become available in FY 2019 and design/construction is anticipated to occur in spring 2019. TAP requires a 30% local match, which has been included in the Town's Proposed FY2019 CIP budget. This project will install ADA ramps at the Ellicott/Mill Streets and Washington/Mill Streets intersections and include the installation of crosswalks.

### **Tanyard Hill (Oaks III) Rezoning and Comp Plan Amendment**

The rezoning and comprehensive plan amendment request for the Oaks III/Tanyard Hill park property was approved by the Prince William County Board of Supervisors on May 15, 2018. The Town is continuing to work with the County to plan the trail section as part of the Occoquan Greenway Trail system and prepare the site to install Town signage.

### **Stormwater**

Town staff met with County staff to discuss the stormwater management program request made by the Town to the Supervisor's office on March 6, 2018. Since then, County staff has completed a site review of the existing systems in an effort to perform a high-level review of the system and perform high-level mapping. Follow up pending.

### **Recodification Project**

The Town has received a draft of the revised Town Code from American Legal and it is currently under review.

**Upcoming Events**

- June 2 - 3: Occoquan Arts and Crafts Show
- June 16: Music on Mill Concert, Cheley Tackett (Country), 6 - 8 pm at River Mill Park

**Meetings, Trainings, and Events**

- Craft Show Parking Location Meeting with Workhouse Arts Center, May 9
- Craft Show Exploratory Committee Meeting, May 16
- Discover Occoquan & Music on Mill, May 19

-END-



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 Cindy Fithian  
 Joe McGuire

**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**TOWN TREASURER**  
 Carla M. Rodriguez

## Town Treasurer's Report Town Council Meeting - June 5, 2018

### Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Meals Tax Audit	Pending (1)	None	Pink Bicycle Tea Room (Review Pending) Bottle Stop Wine (Completed/Closed)
BPOL Audit	Pending (3)	2012 License Year	Fathom Realty (Review Pending) 13 Magickal Moons (Completed/Closed) Red Art and Design (Completed/Closed)

### Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Occoquan Inn/Virginia Grill	1	2/1/2018	Not compliant
Pink Bicycle Teal Room	2	5/29/2018	Not compliant

Business License Delinquencies			
Business Name	Length of Delinquency	Date of Last Notice	Status of Compliance
Allstate Insurance Anthony Cancel	1 Year	03/13/18	Not compliant/New Owner/reminder letter sent
Pin Curls Hair Salon	0 Years	04/16/18	Compliant
Quickpro Property Improvement	1 Year	04/25/18	Not compliant/reminder letter sent
Real Estate Executive	1 Year	04/25/18	Not compliant/reminder letter sent
Rivershore Charters	1 Year	04/25/18	Not compliant/reminder letter sent
VACS LLC	0 Year	01/31/18	Out of Business

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Selecman, James	5 Years	\$1,476.29	04/11/18	Not Compliant - Enforcement Action in Process
Mary Ann Auger	0 Year	\$0	04/11/18	Compliant
Ernest J. Fore	3 Years	\$1,269.94	04/09/18	Not Compliant - Enforcement Action in Process

<b>Real Estate Delinquencies</b>				
<b>Property Owner</b>	<b>Length of Delinquency (Years)</b>	<b>Amount of Delinquency (Tax Only)</b>	<b>Date of Last Notice</b>	<b>Status of Compliance</b>
Granny's Cottage Inc	2 Years	\$134.40	04/11/18	Not Compliant
Nelson H Head	1 Year	\$428.32	04/16/18	Not Compliant
Lance R Houghton	3 Years	\$406.00	04/11/18	Not Compliant- Enforcement Action in Process
Rashad Jones	0 Year	\$0.00	04/11/18	Compliant
River Mill Investments LLC	1 Year	\$308.28	04/11/18	Not Compliant
River Mill Investments LLC	1 Year	\$375.24	04/11/18	Not Compliant
Monica Thomas	0 Year	\$0.00	04/11/18	Compliant
Frederick Sales	2 Years	\$279.96	04/17/18	Not Compliant

**Other Items of Note**

None.

# TOWN OF OCCOQUAN

## FINANCIAL REPORT

AS OF 03/31/2018

	Final	Unaudited YTD	Draft
	As of 7/01/17	Income/(Loss) FY18	As of 03/31/18
<b>30000 · Restricted-Mamie Davis Fund</b>	\$ 100,000	\$ -	\$ 100,000
<b>30010 · Operating Reserve</b>	\$ 200,000	\$ -	\$ 200,000
<b>30020 · Unrestricted Retained Earnings</b>	\$ (7,058)	\$ 95,669	\$ 88,611
<b>30030 · Temp. Restricted - CS</b>	\$ 126,990	\$ 79,426	\$ 206,416
<b>30040 · Temporarily Restricted - CIP</b>	\$ 164,000	\$ (71,061)	\$ 92,939
<b>30050 · Temporarily Restricted - MDP</b>	\$ 6,218	\$ (4,783)	\$ 1,435
<b>30060 · Temp. Restricted - PS Grant</b>	\$ 37,774	\$ 17,171	\$ 54,945
<b>30070 · Temporarily Restricted - PEG</b>	\$ 491	\$ -	\$ 491
<b>30080 · Temporarily Restricted - Public Art</b>	\$ 500	\$ -	\$ 500
	<u>\$ 628,915</u>	<u>\$ 116,422</u>	<u>\$ 745,336</u>

**TOWN OF OCCOQUAN**  
**General Fund Profit & Loss Budget vs. Actual**  
 July 2017 through March 2018

Ordinary Income/Expense	Jul '17 - Mar 18	Budget	\$ Over Budget
<b>Income</b>			
<b>40000 · TAXES</b>			
40010 · Real Estate	\$ 222,563	\$ 218,360	\$ 4,203
40020 · Meals Tax	\$ 148,985	\$ 222,650	\$ (73,665)
40030 · Sales Tax	\$ 18,997	\$ 25,500	\$ (6,503)
40040 · Utility Tax	\$ 24,644	\$ 32,500	\$ (7,856)
40050 · Communications Tax	\$ 32,257	\$ 44,000	\$ (11,743)
40060 · Transient Lodging Tax	\$ 1,620	\$ -	\$ 1,620
<b>40000 · TAXES</b>	<b>\$ 449,066</b>	<b>\$ 543,010</b>	<b>\$ (93,944)</b>
<b>41000 · FEES/LICENSES</b>			
41010 · Auto Decals	\$ 10,984	\$ 11,000	\$ (16)
41020 · Business Licenses	\$ 57,778	\$ 70,000	\$ (12,222)
41030 · Late Fees	\$ 3,177	\$ 2,500	\$ 677
41040 · Fines - Public Safety	\$ 51,503	\$ 24,000	\$ 27,503
41050 · Architectural Review Board Fees	\$ 90	\$ 50	\$ 40
41060 · Precious Metal License	\$ 200	\$ 800	\$ (600)
41070 · ATM Fees	\$ 2,180	\$ 3,000	\$ (820)
41080 · Dock Fees	\$ 413	\$ 3,500	\$ (3,087)
41100 · Administrative Fees	\$ (1,587)	\$ 2,000	\$ (3,587)
41110 · Service Revenue- Bldg Official	\$ (1,004)	\$ 20,000	\$ (21,004)
41120 · Service Revenue - Engineering	\$ 9,729	\$ 2,000	\$ 7,729
41130 · Service Revenue - Legal	\$ 2,326	\$ -	\$ 2,326
41140 · Service Revenue - Landscaping	\$ 270	\$ -	\$ 270
<b>41000 · FEES/LICENSES</b>	<b>\$ 136,060</b>	<b>\$ 138,850</b>	<b>\$ (2,790)</b>
<b>42000 · GRANTS</b>			
42010 · Litter Grant	\$ 1,006	\$ 1,050	\$ (44)
42020 · Public Safety (HB 599)	\$ 17,171	\$ 21,980	\$ (4,809)
42040 · PEG	\$ 280	\$ -	\$ 280
42060 · (VML)	\$ 1,000	\$ 2,000	\$ (1,000)
<b>42000 · GRANTS</b>	<b>\$ 19,457</b>	<b>\$ 25,030</b>	<b>\$ (5,573)</b>
<b>43000 · RENTALS</b>			
43010 · Town Hall	\$ 200	\$ 500	\$ (300)
43020 · River Mill Park	\$ 500	\$ 2,000	\$ (1,500)
<b>43000 · RENTALS</b>	<b>\$ 700</b>	<b>\$ 2,500</b>	<b>\$ (1,800)</b>
<b>44000 · OTHER</b>			
44010 · General Fund Interest	\$ 457	\$ 120	\$ 337
44040 · Bricks Revenue	\$ 827	\$ 4,000	\$ (3,173)
44050 · General Fund - Sponsorships	\$ 1,985	\$ 5,000	\$ (3,015)
44060 · Other	\$ 2,333	\$ 500	\$ 1,833
<b>44000 · OTHER</b>	<b>\$ 5,602</b>	<b>\$ 9,620</b>	<b>\$ (4,018)</b>
<b>Total Income</b>	<b>\$ 610,884</b>	<b>\$ 719,010</b>	<b>\$ (108,126)</b>

**TOWN OF OCCOQUAN**  
**General Fund Profit & Loss Budget vs. Actual**  
 July 2017 through March 2018

Expense	Jul '17 - Mar 18	Budget	\$ Over Budget
60000 · PERSONNEL SERVICES	\$ 243,439	\$ 335,790	\$ (92,351)
60400 · PROFESSIONAL SERVICES			
60410 · Building Official Services	\$ 2,855	\$ 25,000	\$ (22,145)
60420 · Consulting	\$ (330)	\$ -	\$ (330)
60430 · Zoning and Engineering Services	\$ 30,680	\$ 50,000	\$ (19,320)
60440 · Legal Services	\$ 39,357	\$ 50,000	\$ (10,643)
60450 · Audit Services	\$ -	\$ 10,500	\$ (10,500)
60460 · Payroll Processing	\$ 1,173	\$ 600	\$ 573
60470 · Bank Charges	\$ 218	\$ 100	\$ 118
60400 · PROFESSIONAL SERVICES	\$ 73,953	\$ 136,200	\$ (62,247)
60800 · INFORMATION TECHNOLOGY SERVICES	\$ 11,119	\$ 10,150	\$ 969
6120 · BANK SERVICE CHARGES	\$ 30	\$ -	\$ 30
61200 · MATERIALS AND SUPPLIES	\$ 6,421	\$ 7,800	\$ (1,379)
61600 · OPERATIONAL SERVICES	\$ 4,990	\$ 8,550	\$ (3,560)
62000 · CONTRACTS	\$ 57,789	\$ 81,500	\$ (23,711)
62400 · INSURANCE	\$ 15,555	\$ 15,720	\$ (165)
62800 · PUBLIC INFORMATION	\$ 2,565	\$ 3,250	\$ (685)
63200 · ADVERTISING	\$ 5,136	\$ 16,000	\$ (10,864)
63600 · TRAINING AND TRAVEL	\$ 7,187	\$ 15,100	\$ (7,913)
64000 · VEHICLES AND EQUIPMENT	\$ 8,930	\$ 13,350	\$ (4,420)
64400 · SEASONAL	\$ 3,040	\$ 4,500	\$ (1,460)
64800 · TOWN HALL	\$ 8,550	\$ 10,270	\$ (1,720)
65200 · MILL HOUSE MUSEUM	\$ 6,028	\$ 6,740	\$ (712)
65600 · VISITORS CENTER	\$ 537	\$ 500	\$ 37
66000 · MAINTENANCE YARD (Commerce)	\$ 2,404	\$ 2,240	\$ 164
66400 · MILL STREET STORAGE FACILITY	\$ -	\$ 250	\$ (250)
66800 · RIVER MILL PARK & FACILITY	\$ 19,273	\$ 23,690	\$ (4,417)
67200 · MAMIE DAVIS PARK	\$ 1,364	\$ 3,300	\$ (1,936)
67600 · TANYARD HILL ROAD PARK	\$ -	\$ 800	\$ (800)
68000 · FURNACE BRANCH PARK	\$ -	\$ 500	\$ (500)
68400 · STREETS AND SIDEWALKS	\$ -	\$ 1,400	\$ (1,400)
68800 · HISTORIC DISTRICT	\$ 12,621	\$ 10,410	\$ 2,211
69200 · SPECIAL EVENTS	\$ 7,113	\$ 11,000	\$ (3,887)
<b>Total Expense</b>	<b>\$ 498,044</b>	<b>\$ 719,010</b>	<b>\$ (220,966)</b>
<b>General Fund Net Income</b>	<b>\$ 112,840</b>	<b>\$ -</b>	<b>\$ 112,840</b>

## TOWN OF OCCOQUAN General Fund Profit & Loss Budget vs. Actual July 2017 through March 2018

	Jul '17 - Mar 18	Budget	\$ Over Budget
<b>CRAFT SHOW FUND</b>			
	<b>Jul - Mar 18</b>	<b>Budget</b>	<b>Over Budget</b>
Income	\$ 144,894	\$ 216,390	\$ (71,496)
Expense	\$ 65,468	\$ 108,120	\$ (42,652)
<b>Total Net Income</b>	<b>\$ 79,426</b>	<b># \$ 108,270</b>	<b>\$ (28,844)</b>
<b>MAMIE DAVIS FUND</b>			
	<b>Jul - Mar 18</b>	<b>Budget</b>	<b>Over Budget</b>
Income	\$ 1,249	\$ 4,100	\$ (2,851)
Expense	\$ 6,032	\$ 2,000	\$ 4,032
<b>Total Net Income</b>	<b>\$ (4,783)</b>	<b>\$ 2,100</b>	<b>\$ (6,883)</b>
<b>PEG FUND</b>			
	<b>Jul - Mar 18</b>	<b>Budget</b>	<b>Over Budget</b>
Income	\$ -	\$ -	\$ -
Expense	\$ -	\$ -	\$ -
<b>Total Net Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CIP FUND</b>			
	<b>Jul - Mar 18</b>	<b>Budget</b>	<b>Over Budget</b>
<b>70000 · CIP EXPENSE</b>			
70003 · Street Maintenance	\$ 6,216	\$ 15,000	\$ (8,784)
70005 · Building Maintenance	\$ -	\$ 2,500	\$ (2,500)
70006 · Stormwater Management	\$ -	\$ 5,000	\$ (5,000)
70008 · Trash/Recycling Containers	\$ 10,757	\$ 11,000	\$ (243)
70009 · Town Hall Renovations	\$ -	\$ 15,000	\$ (15,000)
70012 · Gas Light Replacement	\$ 6,065	\$ 10,000	\$ (3,935)
70017 · Community Planning Project	\$ 24,985	\$ 25,000	\$ (15)
70019 · Jennings Property	\$ 786	\$ -	\$ 786
70020 · Street/Curb Striping Program	\$ -	\$ 8,000	\$ (8,000)
72001 · Tanyard Hill	\$ -	\$ 2,500	\$ (2,500)
72004 · Canoe/Kayak Ramp	\$ 990	\$ 140,000	\$ (139,010)
72006 · Riverwalk Boardwalk	\$ -	\$ 10,000	\$ (10,000)
72008 · River Mill Park Maintenance	\$ -	\$ 5,000	\$ (5,000)
74002 · In-Vehicle Laptop Replacement	\$ -	\$ 2,500	\$ (2,500)
74003 · Body Armor	\$ 1,777	\$ 4,000	\$ (2,223)
74004 · IBR Reporting System Replacement	\$ -	\$ 5,000	\$ (5,000)
76001 · Computer Upgrades	\$ 2,375	\$ 10,000	\$ (7,625)
76006 · Document Management System	\$ 1,453	\$ 5,000	\$ (3,547)
78002 · Town Code Recodification	\$ 2,263	\$ 10,000	\$ (7,737)
78005 · Office Equipment Replacement	\$ -	\$ 6,000	\$ (6,000)
78006 · Zoning & Subdivision Update	\$ 13,394	\$ -	\$ 13,394
<b>Total 70000 · CIP EXPENSE</b>	<b>\$ 71,061</b>	<b>\$ 291,500</b>	<b>\$ (220,439)</b>
<b>Total Net Income(All Funds)</b>	<b>\$ 116,422</b>	<b>\$ (181,130)</b>	<b>\$ 297,552</b>



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
 314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
 (703) 491-1918 • Fax (571) 398-5016 • info@occoquanva.gov  
 www.occoquanva.gov

**TOWN COUNCIL**  
 Elizabeth A. C. Quist, Mayor  
 Patrick A. Sivigny, Vice Mayor  
 J. Matthew Dawson  
 Jim Drakes  
 Cindy Fithian  
 Joe McGuire

**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**CHIEF OF POLICE/  
 TOWN SERGEANT**  
 Adam C. Linn

## Occoquan Police Department

### Monthly Town Council Report May 2018

#### Departmental Goals

*(Set by Town Council in February 2016)*

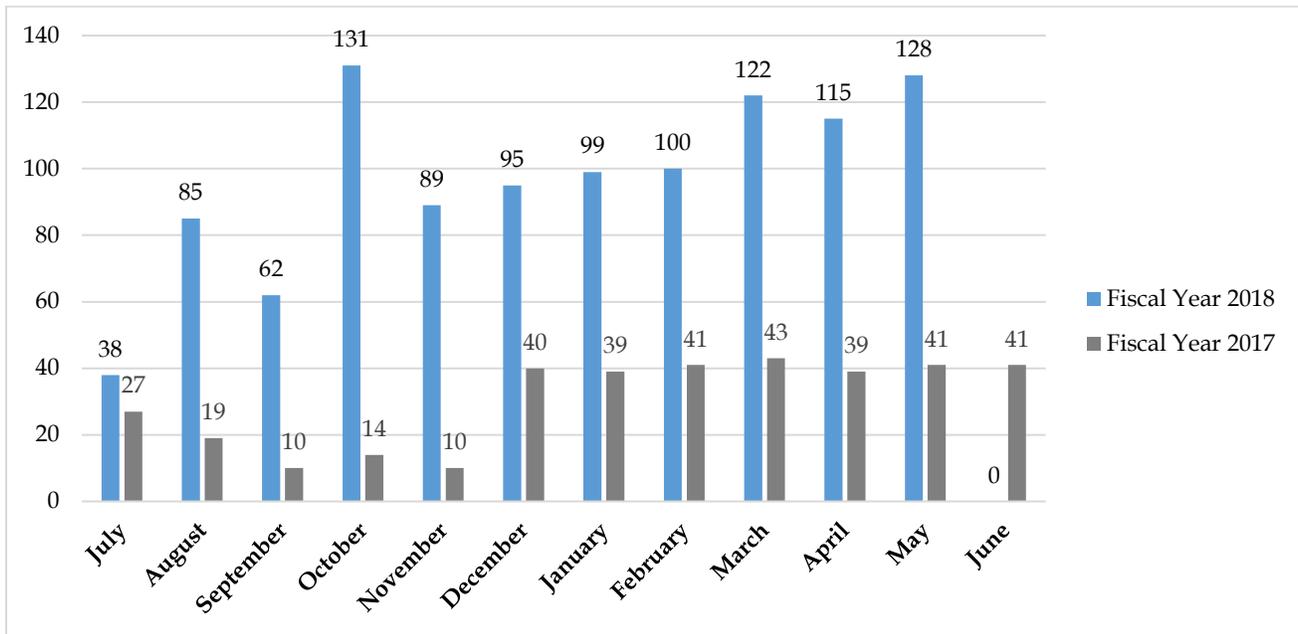
- Goal 1: Protection of private property
- Goal 2: Improvement of pedestrian safety
- Goal 3: Increased patrol hours including nights and weekends
- Goal 4: Prioritizing community meetings outside of town
- Goal 5: Updating department policies

#### Significant Incidents

Nature	Date	Location	Details
Truck Blocking Roadway	5/2/2018	Town	Received complaint of moving truck blocking Washington Street. Responded and had truck move off roadway and into Washington Square.
Vehicle Accident	5/2/2018	Town	Responded to Union Street regarding a single car accident. Provided traffic control with PWCPD until vehicle was towed.
Reckless Vehicles	5/2/2018	Town	Received complaint of 2 work trucks going up wrong way on Ellicott St. from Union. Responded and located trucks and drivers.
Court	5/3/2018	Manassas	Attended General District Court.
Vehicle Accident	5/4/2018	Town	Responded to a 4-car accident with injuries on 123 Bridge. Handled scene and follow up issues.
Neighbor Dispute	5/6-8/2018	Town	Received complaints regarding resident on River Road. inoperable vehicles on Center Lane.

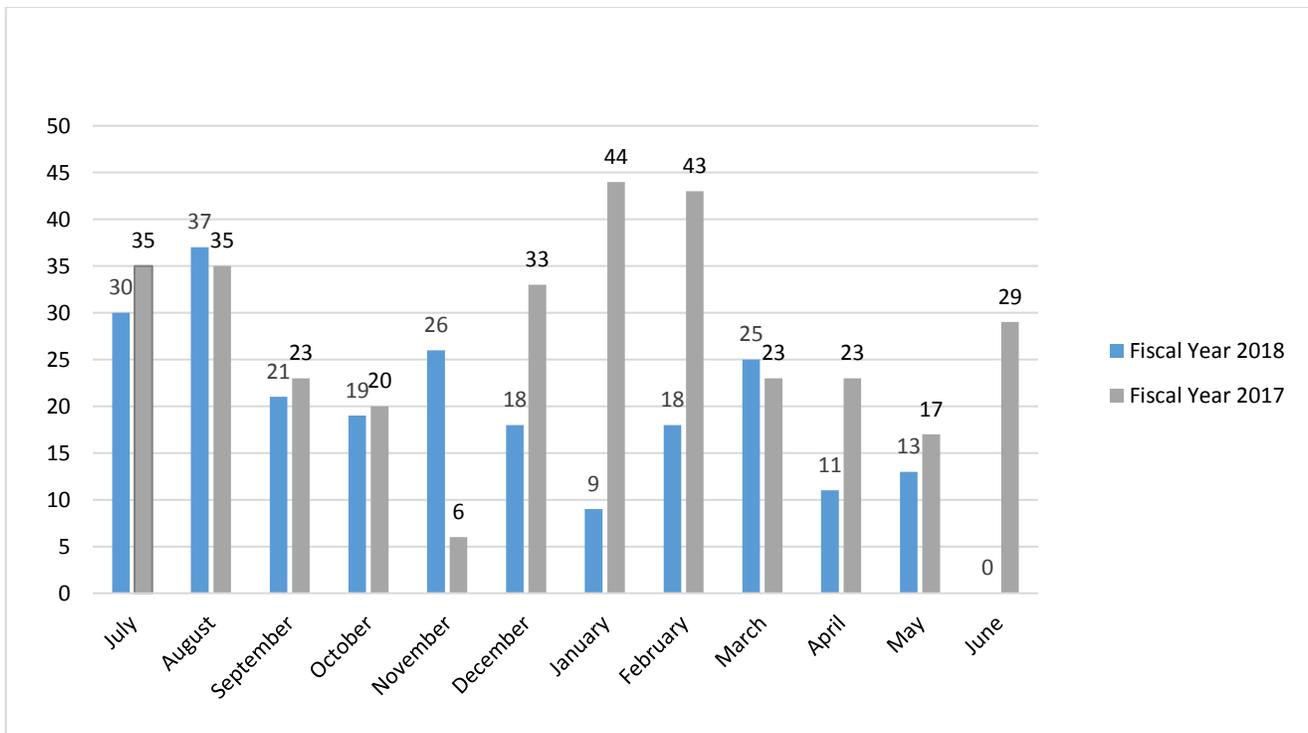
Littering	5/8/2018	Town	Received complaint of resident on River Road placing trash on Town Property.
Truck Accident	5/9/2018	Town	Responded to a tractor trailer truck that was stuck on Mill Street and had struck a tree attempting to get out. Assisted in clearing the truck.
Truck Accident	5/9/2018	Town	Dispatched to Route 123 and Commerce Street for a tractor trailer losing lumber on Route 123. Responded and provided traffic control during clean up.
Assist Rescue	5/9/2018	Town	Responded to 205 Mill Street for person who fainted. Rescue transported person to hospital.
Vandalism	5/17/2018	Town	Responded to complaint of vandalism at a business on Union St. Attempted to locate suspects.
Disabled Vehicle	5/17/2018	Town	Responded to complaint of a disabled vehicle on Tanyard Hill Road. Assisted driver with obtaining gas and moving vehicle from road.
Trespassing	5/19/2018	Town	Responded to River Mill Park for illegal fishing in park. Spoke with individuals and sent
Parking Complaints	5/19/2018	Town	Responded to multiple complaints of improper parking on Mill Street.
Fishing Complaint	5/22/2018	Town	Responded to complaints of illegal fishing from the foot bridge.
Parking Complaint	5/23/2018	Town	Responded to 413 Mill St. for vehicle parked in Reserved Parking.
Vandalism/Graffiti	5/24/2018	Town	Responded to complaint of graffiti on a bench in River Mill Park.
Pokémon/Trespassing Complaints	5/28/2018	Town	Received Complaints regarding Pokémon players illegally trespassing on private property on Mill St.
Speeding Complaints	5/29/2018	Town	Received complaint regarding speeding on McKenzie Dr.

**Traffic Summonses FYTD (GRAPH) <sup>1</sup>**



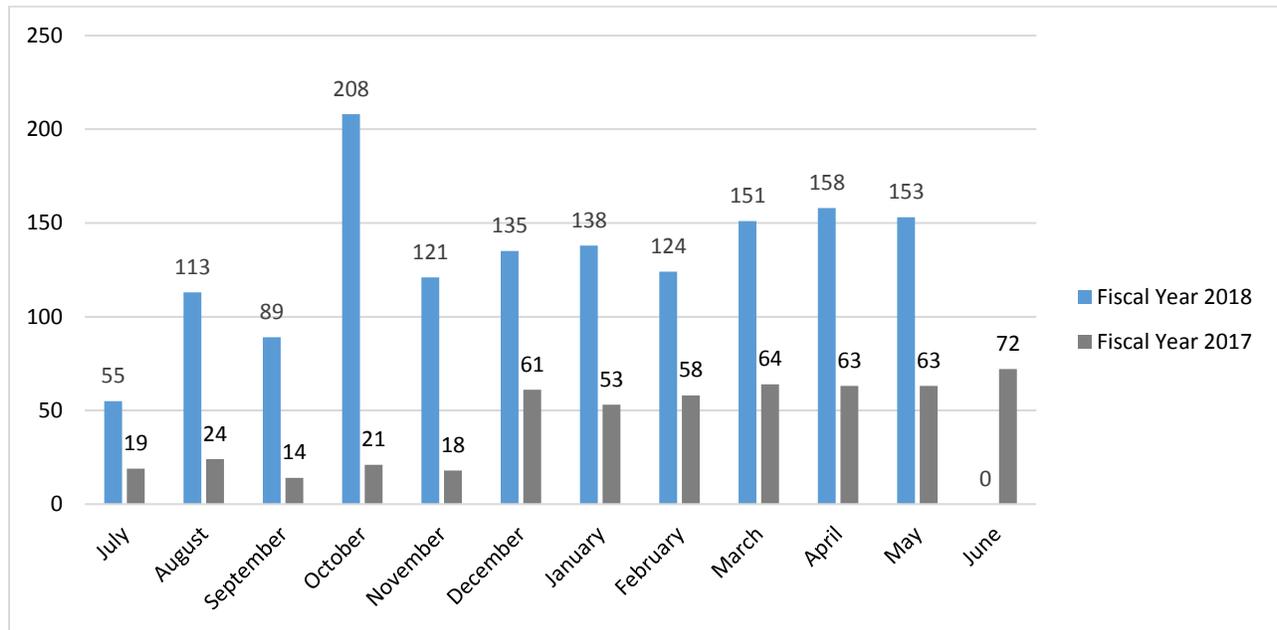
<sup>1</sup>Goals 1, 2

**Parking Tickets Issued FYTD (GRAPH) <sup>2</sup>**



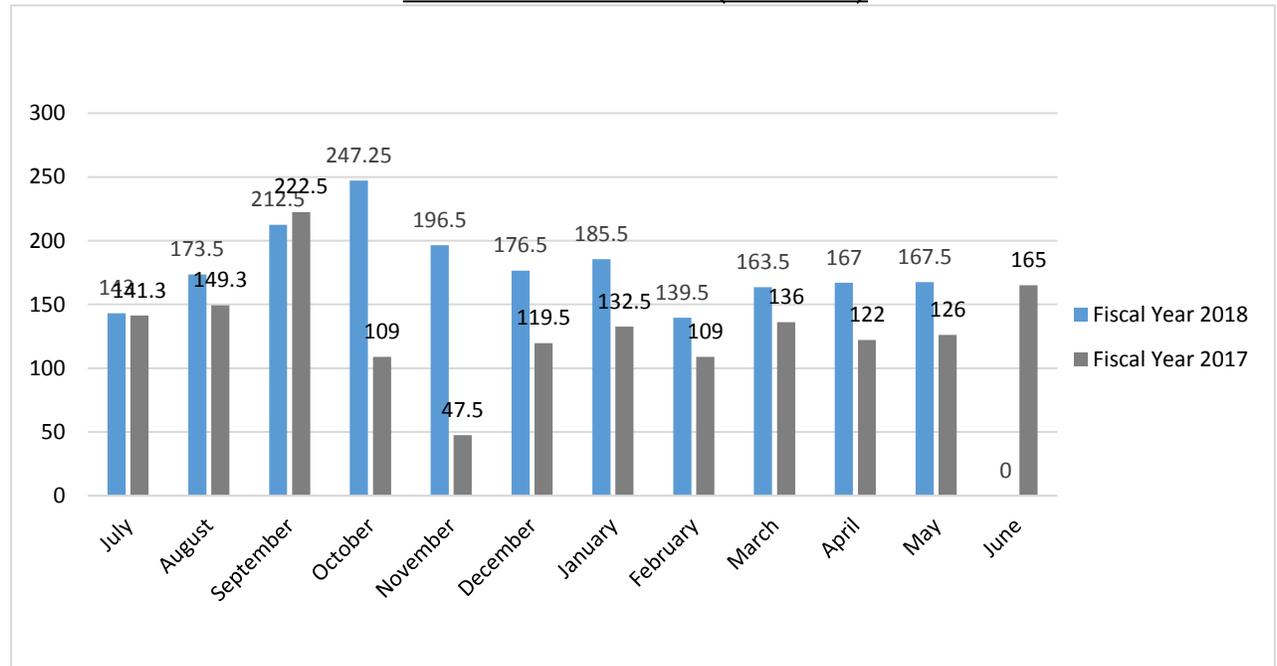
<sup>2</sup>Goal 2

**Traffic Stops YTD (GRAPH) <sup>3</sup>**

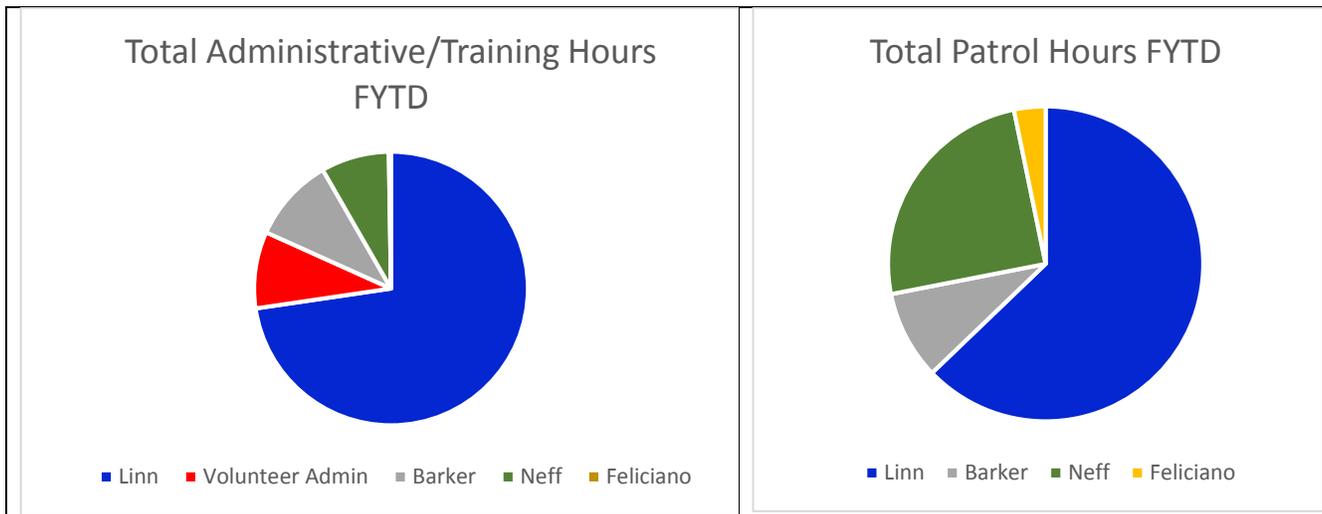


<sup>3</sup>Goal 2

**Patrol Hours FYTD (GRAPH) <sup>4</sup>**



<sup>4</sup>Goals 1, 2, 3



**Community Relations**

Provided patrol and visibility during Concerts on the Park. Engaged in Pedestrian Safety Campaign and distributed approximately 1,000 pedestrian safety rack cards and brochures to motorists and pedestrians. Provided patrol and visibility throughout Town, including foot patrols through Historic Downtown. Provided patrol during Town clean up. Engage in stop sign and speed compliance details.

**Current Initiatives**

Working with auxiliary officers to increase patrols and visibility on nights and weekends.<sup>1</sup> Worked with volunteer staff to address administrative needs of the Town and Police Department.

Prepared and submitted a grant for ballistic vests with the U.S. Department of Justice.

Continued with “Stop Sign Enforcement Ahead” campaign. Directed speed enforcement patrols on Washington Street. Directed traffic enforcement on Commerce Street and Gordon Boulevard (Block the Box and Driving off Roadway) and Cut-through traffic on Poplar Alley.<sup>2</sup>

<sup>1</sup>Goal 3

<sup>2</sup>Goal 2



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>8. Public Hearing</b>	<b>Meeting Date:</b> June 5, 2018
<b>8 A:</b> Public Hearing on O-2018-02; Granting a Small Cell Facilities Franchise to Permit Use of Public Right-of-Way Within the Town Limits for Location of Telecommunications Equipment on Existing Utility Poles	

#### **Explanation and Summary:**

Over the past year, Town staff and the Town Attorney have been working with representatives from Mobilitie, LLC, in the development of a draft ordinance to establish a franchise agreement for locating telecommunications equipment on existing utility poles within the Town right-of-way. The franchise agreement requires a site license application be submitted with each proposed location.

The site license and corresponding exhibit are attached for the first proposed site on Commerce Street. The exhibit identifies the proposed location and pole height.

Prior to awarding this requested franchise agreement, State law requires the Town to advertise and receive bids for the franchise. If any additional bids are received at the bid opening, staff will review them and provide recommendations to Town Council. Council may also make such other investigations as it sees fit to make. After receiving staff recommendations and the results of Council's investigation (if any), the Council will have the following options: (1) reject all the bids and make no award, (2) grant the franchise to the highest bidder, or (3) by a recorded vote of a majority of the members elected to the Council reject a higher bid and accept a lower bid from a responsible bidder if, in its opinion, some reason affecting the interest of the town makes it advisable to do so. With option (3), the reason would have to be expressed in the body of the ordinance granting the franchise.

Each site license will require a one-time use fee of \$1,000 for the site, and an annual payment of \$12 per linear foot of Pole height between the lowest and highest points that the equipment occupies the pole. The Franchise does not allow for the installation of new poles.

**Town Attorney's Recommendation:** Recommends granting the Franchise as presented to Mobilitie (unless other bids are received) and approving the first site license. If other bids are received, recommend evaluation of them.

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

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:** I hereby move to approve Ordinance O-2018-02 to grant the Small Cell Facilities Franchise as presented to Mobilitie, Inc., and to approve the site license as presented for Commerce Street.

OR

Other action Council deems appropriate.

**Attachments: (4)** O-2018-02, Granting a Small Cell Facility Franchise  
Mobilitie-Occoquan Site License  
Occoquan Site Exhibit  
Public Hearing Ad Notice

**ORDINANCE # O-2018-02**

**AN UNCODIFIED ORDINANCE TO GRANT A SMALL CELL FACILITIES FRANCHISE TO PERMIT USE OF PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE TOWN OF OCCOQUAN, VIRGINIA, FOR LOCATION OF TELECOMMUNICATIONS EQUIPMENT ON EXISTING OR REPLACEMENT UTILITY POLES AND STRUCTURES.**

1. BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 2018, that there shall be granted in the mode prescribed by the laws of the Commonwealth of Virginia for franchise grants and leaseholds, upon the conditions hereinafter specified, the rights and privileges embodied in the following draft ordinance entitled:

**AN UNCODIFIED ORDINANCE GRANTING TO MOBILITIE, LLC, A NEVADA LIMITED LIABILITY COMPANY, ITS PERMITTED SUCCESSORS AND ASSIGNS, THE RIGHT FOR THE TERM AND UPON THE CONDITIONS HEREIN STATED, TO USE AND OCCUPY THE PUBLIC RIGHTS OF WAY, STREETS, AND ALLEYS OF THE TOWN OF OCCOQUAN, VIRGINIA, FOR THE INSTALLATION, MAINTENANCE, UPGRADING, REPAIRING AND REMOVING OF LESSEE FACILITIES AT LOCATIONS WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN TO BE SPECIFICALLY APPROVED BY THE PROCESS SET FORTH IN THIS FRANCHISE (hereinafter the “Ordinance” or “Franchise”).**

WHEREAS, the Town of Occoquan, Virginia (the “Town”) has the authority to grant franchises and other authorizations for the use and occupancy of the Public Rights-of-Way (as hereinafter defined); and

WHEREAS, Mobilitie, LLC (the “Grantee”) desires to obtain a franchise to use and occupy the Public Rights-of-Way (as hereinafter defined) for the purpose of installing, maintaining, upgrading, repairing and removing Lessee Facilities (as hereinafter defined); and

WHEREAS, the Town intends to exercise, to the fullest extent permitted by applicable law, and in accordance with the Code of Virginia, its authority with respect to the regulation of the occupation and use of the Public Rights-of-Way,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 2018, as follows:

**Section 1. Grant of Franchise.** The right is hereby granted unto Mobilitie, LLC, hereinafter referred to as “Grantee,” its permitted successors and assigns, for the Term (as hereinafter defined) and subject to the conditions and limitations hereinafter stated, to use and occupy the **Public Rights-of-Way** (consisting of the public streets, roads, highways, freeways, lanes, paths, public ways or places, sidewalks, boulevards, parkways, drives, alleys or other easement within and through the corporate limits of the Town, as such corporate limits now exist or may be extended or altered at a later date), for the installing, maintaining, upgrading, repairing and removing of one or more small cell facilities (as defined by Virginia Code § 55-484.26) together with such necessary replacement poles (replacing existing Town poles to accommodate Grantee’s small cell facilities), power cables, conduit, power distribution panel,

radio head, gps antennas, ue relay, omnidirectional antenna, and other associated equipment (collectively, “**Lessee Facilities**”) for telecommunications use. The Grantee is not authorized to sublicense or sublease to any business entity or individual the right to use the public rights of way for any purpose; provided, however, that the parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Lessee Facilities deployed by Grantee in the Public Rights-of-Way pursuant to this Ordinance may be owned and/or operated by Grantee’s third-party wireless carrier customers (“**Carriers**”) and installed and maintained by Grantee pursuant to license agreements between Grantee and such Carriers. Such Lessee Facilities shall be treated as Grantee’s facilities for all purposes under this Ordinance provided that (i) Grantee remains responsible and liable for all performance obligations under the Ordinance with respect to such Lessee Facilities; (ii) Town’s sole point of contact regarding such Lessee Facilities shall be Grantee; and (iii) Grantee shall have the right to remove and relocate the Lessee Facilities.

**Section 2. Construction and Relocation of Lessee Facilities.** From and after the date on which this Ordinance shall become effective, the Grantee may locate Lessee Facilities in the Public Rights-of-Way at reasonable, suitable and convenient points determined by the Town Council or designee after consultation with Grantee and review and approval of a Site License in the form attached as Exhibit A (each a “**Site License**”). Grantee may not install new poles in the Public Rights-of-Way for attachment of Lessee Facilities but may attach Lessee Facilities to poles owned or controlled by the Town and/or replacement poles.

Except for the relocation of the Lessee Facilities at the Grantee’s expense to make way for new street construction as specified in this Section 2, if the Town requests removal or relocation of Lessee Facilities, then the Town shall reimburse the Grantee for all reasonable removal and relocation costs. The cost of such relocation or removal shall include the cost of installing such Lessee Facilities in a new location, the cost to remove the Lessee Facilities at the old location, and the cost of any lands, or any rights or interest in lands, and any other rights, required to accomplish such relocation or removal. The cost of relocation or removal shall include the entire amount incurred or paid by the Grantee attributable to such relocation or removal after deducting therefrom any increase in the value of the newly installed Lessee Facilities and any salvage value derived from the relocated or removed Lessee Facilities.

Whenever the Town or any of its departments, agencies, and/or agents, servants, or employees shall grade, regrade, construct, reconstruct, widen, or alter any Public Rights-of-Way or shall construct, reconstruct, repair, maintain, or alter any other municipal public works therein (including, but not limited to, storm sewers, sanitary sewers, water distribution, electric distribution, and street lights), and except where such reconstruction or alteration is for the exclusive benefit of a third party, it shall be the duty of the Grantee, when provided a notice to proceed by the Town, within a reasonable time commensurate with the size of the project but in no case less than thirty (30) days nor greater than ninety (90) days, to alter or relocate at Grantee’s expense its Lessee Facilities in the Public Rights-of-Way so as to conform to the established grade or line of such Public Right-of-Way so as not to unreasonably interfere with such municipal public works so constructed, reconstructed, or altered. The Town shall reimburse the Grantee for the cost of alteration, relocation, removal or break-through of the Lessee Facilities to the extent and only in an amount required by the Code of Virginia, as amended; otherwise, Grantee shall bear the cost of such alteration, relocation, removal, or break-through. In the event the Grantee must relocate Lessee Facilities pursuant to this Section 2, the Town shall make available, at no cost to Grantee, permits and alternative space in the Public Rights-of-Way for such relocation of Lessee Facilities, provided that (i) such alternative space need not be in the exact same streets or alleys but shall be in reasonable proximity to the previous location; and (ii) such alternative space is reasonably available elsewhere in the Public Rights-of-Way. If no such alternative space is reasonably available, or if Grantee rejects the offered relocation site and the parties thereafter cannot agree on a relocation site within ninety (90) days, that Site License shall terminate but any other Site Licenses shall be unaffected by that termination.

**Section 3. Permits.** Grantee agrees to comply with all provisions and requirements imposed by the Occoquan Town Code and by all other applicable laws. Grantee agrees to comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Chapter 10.3 of Title 56, §56-265.14 through §56-265.32, of the Code of Virginia (1950), as amended (the “**Miss Utility Requirements**”). Grantee shall provide the Town with an emergency contact telephone number that will be staffed at all hours, every day of the year. Except in case of an emergency in which imminent material harm to persons or property is reasonably likely, Grantee shall not be permitted to work in the Town’s Public Rights-of-Way on Town Holidays.

The work to be done under this Franchise shall be done in such manner as not to damage any other underground construction of any other entity holding a franchise from the Town or any construction that complies with Miss Utility Requirements performed by the Town itself, or by the Virginia Department of Transportation, or unnecessarily interfere with the making of connections by the Town or by the citizens thereof with water pipes, sewerage pipes, or electrical lines, which may now or hereafter be laid or constructed by the Town or by any other entity holding a franchise from the Town that comply with Miss Utility Requirements. When the Public Rights-of-Way are used by the Grantee for any underground construction, the surface thereof shall be restored by the Grantee within a reasonable time from completion of the work to, as nearly as possible, the same condition as existed prior to such construction. All work done under this Ordinance shall be done in such a manner as to not needlessly interfere with or impede free and proper use of the Public Rights-of-Way by the public, or obstruct public travel except with the advance, express permission of the Town which may be granted or withheld in the Town’s sole discretion, not to be unreasonably withheld, or in the case of an emergency related to the safety, health and welfare of the public. The Town Manager or designee shall have the sole right to determine whether an emergency related to the safety, health and welfare of the public exists. All such work, whether scheduled or emergency, shall be done at Grantee’s expense.

Grantee shall provide to the Town, within fifteen (15) days of completion of installation of any Lessee Facilities, a complete and accurate as-built drawing for such Lessee Facilities.

**Section 4. Insurance.** Throughout the Term, as hereinafter defined, the Grantee shall, at its own expense, maintain a liability insurance policy or policies, in a form reasonably acceptable to the Town. Except to the extent other provisions are provided in a Site License, such policy or policies of insurance shall insure the Grantee and, excluding Workers’ Compensation and Employer’s Liability, include the officials, boards, commissions, councils, elected officials, agents and employees of the Town as additional insureds as their interest may appear, and include:

- (a) Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for property damage and bodily injury (limits may be satisfied with primary and/or excess coverage). Such insurance shall cover the construction, operation and maintenance of the Lessee Facilities; and
- (b) Commercial Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit each accident for the bodily injury and property damage coverage; and
- (c) Workers’ Compensation Insurance meeting all statutory requirements of the Commonwealth of Virginia; and
- (d) Employers’ Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) each accident/disease/policy limit; and

- (e) Umbrella Liability Insurance shall be maintained above the primary Commercial General Liability, Commercial Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella Liability Insurance shall not be less than Five Million Dollars (\$5,000,000.00) each occurrence and aggregate.

The foregoing minimum limitations shall not prohibit the Grantee from obtaining any insurance policy or policies in excess of such limitations set forth above.

**Section 5. Right to Trim and Cut.** In the location and erection of the conduits and other Lessee Facilities and fixtures and in stringing fiber or wires as herein authorized, Grantee shall have the right to trim, cut and keep clear of its wires and fixtures trees and other vegetation in and along the Public Rights-of-Way, but shall not cut or otherwise injure said trees and other vegetation to any greater extent than is reasonably necessary in the installation, construction, and maintenance of said conduits, Lessee Facilities wires, fixtures and other structures of Grantee as herein authorized and provided.

**Section 6. Restoration.** In the event Grantee shall, in the construction or repair of the Lessee Facilities, damage any Town-owned property, Grantee shall promptly, but temporarily, stabilize the damage to enable the Town to make immediate, permanent repairs. The Town shall promptly submit an invoice to the Grantee for costs reasonably incurred in making such repairs. Grantee agrees to reimburse the Town for the repairs to Town-owned property necessitated by the damage caused by Grantee within 180 days of receiving an invoice from the Town.

**Section 7. Separation from Power Poles.** All Lessee Facilities shall be constructed and maintained so as to remain at least ten feet (10') from all electrical lines. Grantee is responsible for maintaining at least ten feet (10') of separation between Lessee Facilities and any electrical lines.

**Section 8. Indemnification and Liability of Parties.** Grantee agrees and binds itself, by the acceptance of this Ordinance, to the fullest extent of the law, to indemnify, defend, keep and hold the Town and its officers, employees and agents free and harmless from liability on account of injury or damage to persons or public or private property to the extent caused by Grantee's construction, improvement, maintenance, repair, relocation, removal and operation of the Lessee Facilities and related works ("**Grantee's Work**"), except that Grantee shall not be required to indemnify the Town and any of its officers, employees and agents against injuries or damage to the extent caused by the willful misconduct or negligent acts or omissions of the Town or its officers, employees and agents. In the event a lawsuit is brought against the Town, any of its officers, employees or agents, either independently or jointly with Grantee, to the extent caused by Grantee's work, Grantee, upon notice to it by the Town, will defend the Town, and any of its officers, employees and agents in any such lawsuit at the cost of Grantee, and, in event of a final judgment being obtained against the Town or any of its officers, employees or agents, either independently or jointly with Grantee, Grantee will pay such judgment, with all costs, interest and penalties, and hold the Town harmless.

Neither the Town nor its officials, employees, agents, attorneys, consultants or independent contractors shall be responsible to the Grantee for any liability as a result of or in connection with the operation, protection, breaking through, movement, removal, alteration, or relocation of any Lessee Facilities by or on behalf of the Grantee or the Town in accordance with this Franchise or in connection with any emergency related to the safety, health and welfare of the public. However, nothing in this Section 8 shall waive any rights that the Grantee otherwise has against the Town for any willful misconduct or negligent acts or omissions of the Town.

The Grantee shall have no liability to the Town or any officer, employee or agent of the Town for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Grantee pursuant to this Ordinance or applicable law. However, nothing in this Section shall waive any rights that the Town otherwise has against the Grantee for any willful misconduct or grossly negligent acts or omissions of the Grantee.

**Section 9. Transfer of Franchise.** This Franchise shall not be transferred to third parties without the Town's written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding any provision in this Franchise to the contrary, Grantee shall have the right to assign this Franchise to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of Grantee that are subject to this Franchise. Any transfer of the Franchise shall be in accordance with state franchise law requirements and Grantee shall provide the Town with notice of any transfer. All rights and privileges hereby granted to Grantee may, in accordance with this Section 9, be exercised by any successor or successors, assignee or assignees of Grantee, but the successor or successors, assignee or assignees shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed in this Franchise.

**Section 10. Term.** The rights and privileges hereby granted shall continue for the period of ten (10) years from and after the effective date of this Ordinance and, unless Grantee provides notice of its intention not to renew, shall automatically be renewed for three (3) additional five-year terms, unless this Ordinance be sooner voluntarily surrendered by Grantee, or unless the same is sooner terminated as provided by the terms of this Ordinance or applicable law (hereinafter the "**Term**"). The Town shall conduct any advertising and/or public notice that is required for such renewal terms. If the Grantee continues to use the Lessee Facilities in the Public Rights-of-Way after the Term expires, then the Grantee shall continue to comply with all applicable provisions of this Ordinance and other Town laws and ordinances, throughout the period of such continued use.

**Section 11. Restoration Upon Termination or Expiration.** Upon the expiration of the Term, and upon the termination of the rights hereby granted, by surrender, forfeiture, or otherwise, all of the poles, wires, conduits, lines and other property of Grantee in the Public Rights-of-Way may be removed therefrom at the option of the Town and at the expense of Grantee within 180 days after the expiration or termination of such rights and privileges. All Public Rights-of-Way must be returned to their original condition by the Grantee within 180 days of renewal of any of the above-mentioned property is removed.

**Section 12. Performance Guarantees.**

(a) Grantee shall deposit with the Town a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), with good and sufficient security and which shall be in such form as may be satisfactory to the Town Attorney (this performance bond is hereinafter referred to as the "**Bond**"). The Bond shall be in place during any time when Grantee is using any Public Rights-of-Way in the Town. The Bond shall be used to insure the faithful performance by Grantee of all provisions of this Ordinance and any Site License issued in order to ensure compliance with all orders, permits and directions of any agency, commission, board, official, department, division or office of the Town having jurisdiction over its acts or defaults under this Franchise, and to ensure payment by Grantee of damages (including liquidated damages), claims, liens, attorney's fees and taxes due the Town that arise by reason of the construction, operation or maintenance of the Lessee Facilities. Such acceptance and the Bond shall be filed with the Town within thirty (30) days from the effective date of this Ordinance. The Bond shall not in any way be considered as the limit of Grantee's obligations or possible liabilities hereunder. Whenever the Town draws upon the Bond, Grantee shall replenish the Bond within thirty (30) days thereafter. The Town shall release the Bond after termination of this Franchise and after completion of any of Grantee's post-termination obligations, including audits, if any.

(b) To the extent necessary to determine the Grantee's compliance with this Franchise or to enable the Town to fully carry out its duties to manage and account for the Public Rights-of-Way, the Grantee shall make available to the Town for inspection, examination and/or audit within thirty (30) business days' notice to the Grantee, such complete and accurate books of account, records, documents and other information as the Town may reasonably need with respect to the Lessee Facilities to enable the Grantee to demonstrate, at all times throughout the Term or thereafter during any hold-over period that it is, and has been, in compliance with each term and condition of this Ordinance.

(c) The Town may conduct compliance audits concerning Grantee's compliance with the terms and conditions of this Ordinance at any time, provided that the Town gives the Grantee written notice sixty (60) days in advance of the commencement of compliance audits, and such audit has not taken place within the previous twenty-four (24) months. If the compliance audit finds underpayments or other non-performance, Grantee shall reimburse the Town the cost of performing the compliance audit upon presentation of an invoice for that expense.

(d) The Town may use any lawful collection method to recover costs due to it under the terms of this Franchise, and the applicable law. Grantee shall be liable to the Town for all costs of collection, including a reasonable attorney's fee and expert witness fees. This fee-shifting provision shall survive termination of this Franchise. This Section 12(d) shall apply to all sections herein where the Grantee may be liable for the payment of any sum to the Town.

**Section 13. Site License.** In addition to the terms of this Franchise, Grantee shall be bound by the terms of each Site License issued under this Franchise. If any term in a Site License conflicts with a term in this Franchise, the provision which is more restrictive on Grantee or more beneficial to the Town shall control.

**Section 14. Nonexclusive Franchise.** Nothing in this Ordinance affects the right of the Town to grant any person or entity a franchise to occupy and use the Public Rights-of-Way to place and maintain such person's or entity's facilities, or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any existing Grantee's facilities to be unreasonably interfered with or relocated except as expressly provided herein.

**Section 15. Quality.** All work involved in the installation, maintenance, upgrade, repair and removal of Lessee Facilities shall be performed in a safe, thorough and reliable manner in accordance with industry, professional, state and federal mandated standards and using materials of good and durable quality.

**Section 16. Safety Precautions.** The Grantee shall, at its own cost and expense, undertake to prevent accidents at its work sites at, on, and in all places used to access the Public Rights-of-Way, including the placement and maintenance of proper guards, fences, barricades, watchmen and suitable and sufficient lighting, in accordance with federal and state law.

**Section 17. Public Safety.** To protect the health or safety of any person or property due to fire, disaster or other emergency, or to correct an unsafe work condition, all as determined by the Town in its sole reasonable discretion, the Town may cut or move Lessee Facilities or property belonging to the Grantee at or immediately near its work sites or the Public Rights-of-Way. The Town will make every reasonable effort to first turn off Lessee Facilities and consult with the Grantee prior to any such cutting or movement of Lessee Facilities or property referenced in this Section 17 and the Grantee shall be given the opportunity to perform such work itself, if possible. The Town shall have the obligation to protect Lessee Facilities to the maximum extent reasonable under the circumstances. All costs to repair or replace

such Lessee Facilities shall be borne by the Grantee except to the extent any such repair or replacement is due to the negligence or willful misconduct of the Town.

**Section 18. Compliance with Laws.** The Grantee shall comply with all local laws, rules, regulations, orders, or other directives of the Town issued pursuant to this Ordinance or with respect to the Town's management of its Public Rights-of-Way. Nothing herein shall be deemed a waiver of the Town's police power, its power to tax, or its power to enforce the applicable laws.

**Section 19. No Obstruction.** Except in the case of any emergency involving public safety, the Grantee shall not obstruct the Public Rights-of-Way, rivers or other traffic to, from or within the corporate limits of the Town without the prior written consent of the Town Manager. Facilities in the Public Rights-of-Way shall be located so as to cause minimum interference with any use of the Public Rights-of-Way and adjoining property. As soon as practicable, the Grantee shall notify the Town Manager or designee. During emergency situations, the Grantee may take all reasonable measures to restore service and alter its Lessee Facilities as necessary to ensure the safety of the citizens of the Town.

**Section 20. Right of Town to Use Public Rights-of-Way.** Nothing in this Ordinance affects the right of the Town to occupy and use the Public Rights-of-Way to place and maintain its facilities or structures or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any of the Grantee's existing Lessee Facilities to be unreasonably interfered with.

**Section 21. Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other direction or communication hereunder by any party to another shall be in writing sent to the following address or such other address or addresses as the parties, from time to time, shall designate:

TOWN: Town of Occoquan  
Attn: Town Manager  
Town Hall  
314 Mill Street  
P.O. Box 195  
Occoquan, VA 22125

Copy to Town Attorney:  
Martin R. Crim  
Vanderpool, Frostick, & Nishanian, P.C.  
9200 Church St, Suite 400  
Manassas, VA 20110

GRANTEE: Mobilitie, LLC  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Legal Department

With a copy to:  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Asset Management

**Section 22. Termination events.** The Town, at its option, may terminate this Ordinance upon any material breach of this Ordinance by the Grantee should the Grantee fail to correct such breach within ninety (90) days after receiving specific written notice of such material breach from the Town. If the breach cannot reasonably be corrected within ninety (90) days, the Town may terminate this Ordinance if Grantee fails to promptly begin or diligently pursue correction of the breach, or if Grantee fails to fully correct the breach as determined by the Town in its sole judgment within a reasonable time. Grantee may terminate this Ordinance for convenience at any time upon written notice to the Town.

**Section 23. Delays and Failures Beyond Control of Grantee.** Notwithstanding any other provision of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, terrorism, sabotage or other events where the Grantee has exercised all due care in the prevention thereof and to the extent that such other causes or other events are beyond the control of the Grantee. If such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s), and to fully perform in accordance with the terms of this Ordinance when such causes have been corrected. The Grantee agrees that in correcting such cause(s) contemplated by this Section 23, it shall take all reasonable steps to do so in as expeditious a manner as possible.

**Section 24. Organization, Standing, Power, Authorization and Enforceability.** The Grantee is and shall remain a Public Service Corporation designated as such by the State Corporation Commission, is and shall remain duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is and shall remain duly authorized to do business in the Town. The Grantee represents that it has all requisite power and authority to execute, deliver and perform in accordance with the terms of this Ordinance and all other agreements entered into or delivered in connection with or as contemplated hereby. The officer, employee, or other agent executing this Ordinance on behalf of the Grantee represents that he or she has the authority to bind the same hereto.

**Section 25. Binding Effect.** This Ordinance shall be binding upon and inure to the benefit of the Town and the Grantee and their respective successors and permitted transferees and assigns.

**Section 26. Reserved.**

**Section 27. Interpretation.** The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby", "herein", "hereof", "hereinafter", "hereunder", and "hereto" refer to this Ordinance as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Franchise is intended to interfere with any tariffs, contracts or other arrangements between the Grantee and a third party or between the Town and a third party, or to create any third party beneficiary rights.

**Section 28. Entire Ordinance.** This Ordinance, including all exhibits attached hereto, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, whether oral or written, between the Town and the Grantee with respect to the subject matter hereof, including, without limitation,

all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Town or the Grantee.

2. That this ordinance is effective upon passage.

**Regular Meeting  
Ord. No. O-2018-02**

**MOTION:**

**SECOND:**

**RE:**

**ACTION:**

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

CERTIFIED COPY

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**Christopher Coon, Town Clerk**

# **EXHIBIT A**

## **Site License**

SITE LICENSE

SITE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS SITE LICENSE (this "**License**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TOWN OF OCCOQUAN, a Municipal Corporation of the Commonwealth of Virginia, with an address of 314 Mill Street, Occoquan, Virginia 22125, herein referred to as "**Town**" and MOBILITIE, LLC, a Nevada limited liability company, with an address of 660 Newport Center Dr., Ste 200, Newport Beach, CA 92660, herein referred to as "**Licensee**," (individually referred to as a "**Party**", and jointly referred to as the "**Parties**") recites and provides as follows:

**RECITALS**

1. On \_\_\_\_\_, the Town has granted Licensee a franchise for the use of Town-owned streets, avenues, parks, bridges, and other public places ("**the Franchise**"), under the terms of which the Licensee may apply for site licenses for specific sites on which to locate telecommunication equipment as more particularly described below in this License. Permission to use a specific site is granted under this License.

2. Town is the owner of an area of public right-of-way in Occoquan, Virginia as described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Site**"). The Town retains the right to use the Site except as provided in the Franchise and this License.

3. Licensee is a limited liability company duly organized and validly existing under the laws of Nevada and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the Town of Occoquan, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this License and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Licensee intends to co-locate on an existing pole or replace an existing pole as shown in Exhibit 1 (the "**Pole**") on the Site in conformity with the requirements of this License and all applicable laws, and to connect to the locally available electrical grid to serve the facilities on the Pole. Licensee intends to use space on the Pole to operate its telecommunications that it owns or is owned by other wireless communications providers in compliance with the terms of this License. Licensee does not intend to sublet or assign this License except as provided in the Franchise or this License.

5. The Parties now desire to set forth the terms pursuant to which Town shall license use of the Site to Licensee for the purposes just described.

NOW, THEREFORE, in reliance upon the Recitals set forth above, and for and in consideration of the mutual agreements set forth below, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## 1. LICENSE OF SITE:

a. Subject to and in accordance with the provisions of this License, Town hereby licenses to Licensee the Site, shown in Exhibit 1, Sheet Number SP-1 attached hereto, for the purposes of replacing the Pole and/or the installation, maintenance, replacement and removal of various attachments to the Pole, consisting of power cables, conduit, power distribution panel, radio head, GPS antennas, UE relay, omnidirectional antenna, and other associated equipment (“**Licensee Facilities**”), all as shown on Sheet Number EV-1 of Exhibit 1.

b. The Site shall be licensed to Licensee on a non-exclusive basis. Town and its invitees, permittees, franchisees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Site. Licensee shall erect no signs on the Site except as shown on Exhibit 1. This License grants Licensee no right to use structures, facilities or equipment belonging to Town except as expressly stated herein.

c. Town and Licensee acknowledge that the exact location of the Site is, as of the date of the execution of this License, the Parties’ current intent with respect thereto, but the final location of the Site may be subject to modification (by written agreement of the Town Manager or designee and an authorized agent of Licensee) based upon Site conditions. Licensee and Town therefore each covenant and agree, subject to each Party’s approval as required in the immediately preceding sentence, to execute an As-Built Location Addendum hereto at such time as the final location of the Site is determined in the event that such location differs from that as set forth on Exhibit 1. **Licensee has inspected the Site and accepts the same “AS IS” and in its present condition without any representation or warranty of Town except any that may be expressly set forth in this License.**

d. Licensee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site, including confirming by way of a title report and examination that Town holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the licensing of the Site to Licensee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this License (the “**Due Diligence Matters**”). In no event shall Town have any responsibility for or liability with respect to the Due Diligence Matters. Licensee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site.

e. For the rights and privileges granted in this License, Licensee shall pay to the Town (i) a one-time use fee of \$1,000 for the Site, and (ii) beginning with the first day of the month after which Licensee Facilities are installed on a Pole at the Site, and thereafter on each subsequent yearly anniversary of such day during the term and any extension term of this License, Licensee shall pay to the Town, in legal tender of the United States of America without demand, setoff or deduction whatsoever, an annual license fee (“**Rent**”) in an amount equal to \$12.00 per linear foot of Pole height between the lowest and highest points that Licensee’s equipment occupies on a Pole. For the avoidance of doubt, solely for purposes of this Section

1e, the term “Pole” shall include any Licensee-owned pole approved by the Town and installed on the Site.

## **2. MUTUAL ACCESS:**

a. Licensee SHALL HAVE nonexclusive access through adjoining and adjacent portions of the Site, as shown on Exhibit 1 for **Grantee’s Work** (as defined in Section 8 of the Franchise).

b. Following reasonable prior notice to Licensee, the Town shall have access to the Licensee Facilities for any governmental purpose, including safety inspections, in accordance with the terms and conditions of this License and the Franchise.

## **3. USE OF SITE:**

Licensee shall use the Site solely for construction, installation, maintenance, removal, operation and leasing of the Licensee Facilities on the Pole. Town makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Site, and Licensee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

## **4. TERM:**

a. This License shall terminate upon expiration or termination of the Franchise, commencing on the date of the final execution and delivery of this License, unless sooner terminated or extended under the provisions of this License. Notwithstanding the foregoing, if the Licensee Facilities are not installed within twelve (12) months after the date Licensee obtains all required governmental approvals and permits, this License may be terminated by Town after giving thirty (30) days written notice to Licensee, unless Licensee installs the Licensee Facilities on the Pole during the thirty-day notice period. In addition, Licensee or Town may terminate this License with sixty (60) days prior notice if (i) Licensee is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Licensee’s operation cannot, despite good faith efforts by Licensee, be resolved. In addition, Licensee may terminate this License with sixty (60) days prior notice to Town if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Licensee to continue to operate the Licensee Facilities under this License, (ii) the Pole to which Licensee Facilities are attached or Licensee Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) to such an extent, in Licensee’s reasonable judgment, as to adversely affect Licensee’s use of Licensee Facilities or (iii) if, after the execution of this License, Licensee is unable to operate the Licensee Facilities due to the action of the Federal Communications Commission (the “**FCC**”) or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Licensee’s control, subject to Licensee’s restoration obligations under Section 4b of this License. Licensee may terminate this License for convenience at any time by providing notice to Town.

b. At the end of the term of this License, whether by the passage of time or the exercise by any party of any right of termination, Licensee shall surrender the Site to Town in the

condition specified in this Section 4b. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the end of the term of this License, Licensee shall remove the Licensee Facilities from the Site and restore any disturbance it has made to the Site through installation or removal of Licensee Facilities. If Licensee fails to do so, the Licensee Facilities shall be deemed abandoned and Town may, but is not required to, remove the Licensee Facilities and dispose of them in any fashion it deems fit. Licensee shall reimburse Town for the cost of disposal and removal of the Licensee Facilities.

c. The Licensee Facilities shall during the term of this License be deemed the personal property of Licensee.

## **5. UTILITIES, TAXES, MAINTENANCE:**

a. Licensee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Licensee Facilities including, without limitation, any electric consumption by its equipment, and Licensee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Licensee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Licensee Facilities or other equipment owned or used by Licensee or allocable (on a pro rata basis) to the Site, including but not limited to any sales and property taxes. During the term, Licensee shall be responsible for the timely payment of all taxes levied upon the improvements on the Site.

c. Licensee shall at all times during the term of this License, at its own expense, maintain the Licensee Facilities in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by Town, its agents or servants. Licensee agrees that it will inspect the Site no less frequently than once every year. Licensee shall not damage the Site.

d. Licensee shall maintain the Licensee Facilities at all times in compliance with Town's rules and regulations and all governmental rules, regulations and statutes including, without limitation, requirements of the FCC, the Federal Aviation Administration (the "**FAA**"), and other federal, state or local government authorities having jurisdiction over the Pole.

e. Licensee shall be solely responsible, at its sole cost and expense, for keeping the Licensee Facilities at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Licensee shall cause the Licensee Facilities to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall Town be required to maintain or repair the Licensee Facilities, or pay or reimburse Licensee for any costs associated therewith.

## 6. CONSTRUCTION BY LICENSEE:

a. Licensee shall use good faith and commercially reasonable efforts to obtain all necessary permits and approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Licensee Facilities. After obtaining the necessary permits and approvals therefor, Licensee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. Subject to Town's approval as provided in Section 6d of this License, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the Town of Occoquan or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Licensee's agreement to perform or cause to be performed at its expense all of the work described in this License, all at Licensee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Licensee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Licensee, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by Town as it was prior to the start of Licensee's work. Accordingly, the term "**Work**" shall include, without limitation, all of the following work, and Licensee's promise to pay for such Work shall include, without limitation, all of the costs and liabilities associated with the following: Grantee's Work (as defined in Section 8 of the Franchise), all labor and materials; design work; legal and professional fees of Licensee's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to Town's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the Work contemplated by this License.

c. Licensee shall cause construction of the Licensee Facilities to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Licensee obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Licensee Facilities is initiated, Licensee shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by Town and Licensee (the "**Initial Construction Schedule**"). Such schedule shall limit construction activities to such days and times as Town may require to avoid any material and adverse impacts on the use and operation of the Site. Licensee shall keep Town fully apprised of any events that might impact the Initial Construction Schedule.

d. The Licensee Facilities, and each component thereof constructed by Licensee, shall be constructed by Licensee in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Licensee for Town's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Licensee Facilities by Licensee shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of Town and those of the Occupational Safety and Health Administration ("**OSHA**"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the Town. Licensee shall use commercially reasonable efforts to cause all work and facilities to be installed free, and remain free, of mechanics', materialmen's and other liens, and claims of any person or entity. Licensee agrees to defend, with counsel approved by Town, and to indemnify and save Town harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, to the extent caused by the Work contemplated by this License, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from Town.

e. Prior to commencing any activities on the Site pursuant to this License, Licensee shall provide Town with evidence reasonably satisfactory to Town that Licensee and/or its contractors and agents who will be working on the Site are covered by insurance as required by the Franchise.

f. Licensee shall restore all of Town's facilities physically altered by Grantee's Work to the reasonable satisfaction of the Town.

## **7. PERMITS AND SITE SPECIFICATIONS:**

It is understood and agreed by the Parties that Licensee's ability to use the Site is contingent upon its obtaining after execution of this License, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Licensee's use of the Site as set forth in this License. Licensee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Licensee's sole expense. Town will cooperate reasonably with Licensee at Licensee's sole cost and expense, in its effort to obtain such approvals, provided that Town shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Licensee's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or Town's use, operation improvement or redevelopment thereof. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Licensee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Licensee will be unable to use the Site for the purposes set forth herein, both Licensee and Town shall have the right to terminate this License by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after receiving notice of the event which is the basis of termination. Upon such termination, the Parties shall have no further obligations for charges and liabilities which accrue after the

effective date of termination, including the payment of monies, to each other except as otherwise provided herein, but Licensee shall be liable to restore the Site in accordance with Section 4b.

## **8. INTERFERENCE:**

Licensee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of legally authorized radio frequency communications existing on Town's property or in the vicinity as of the date of this License or as may be in existence in the future (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Licensee's equipment causes such interference, Licensee agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference, provided that the notifying party is operating on spectrum that it is legally authorized to use for such purpose. Licensee shall be obligated to correct the problem of interference within forty-eight (48) hours of receipt of written notice from Town. If the interference is not corrected within such forty-eight (48) hour period, Town shall have the right, or shall have the right to cause Licensee, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that Town reasonably approves of such tests in advance). Thereafter, Licensee may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto for short periods of testing, provided that Town reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) day period, Town shall have the right, or shall have the right to cause Licensee to, immediately remove the interfering equipment from the Pole. Notwithstanding the foregoing, and to the extent any Town approved test requires the facilitation or cooperation of Town, Town agrees, subject to the other provisions of this License, to act reasonably with such facilitation or cooperation.

## **9. EVENT OF DEFAULT:**

- a. Any of the following shall be an event of default by Licensee under this License:
  - i. If Licensee or its assigns shall fail or neglect to keep and perform any one of the terms of this License and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Licensee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Town gives written notice specifying the default;
  - ii. If Licensee abandons the Site for a period of more than twelve (12) consecutive months;
  - iii. If Licensee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or

if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Licensee are instituted against Licensee, or a receiver or trustee is appointed for all or substantially all of Licensee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment; or

iv. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Licensee, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, Town shall have the right to terminate this License upon thirty (30) days' notice and shall have any additional rights and remedies that may be available at law or in equity.

c. Town may enforce any provision of this License by self-help or an action for mandamus or injunction. If the Town uses self-help to enforce any provision of this License or to obtain possession after termination of this License, Licensee shall, upon demand, pay the Town its reasonable and actual costs of obtaining possession and enforcing the provisions of this License. If the Town obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this License, Licensee shall pay the Town its cost of litigation, including a reasonable attorney's fee and expert witness fees.

## **10. HAZARDOUS MATERIALS:**

a. Licensee shall not cause or permit any hazardous or toxic wastes, substances or materials (collectively, "**Hazardous Materials**") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Site (collectively "**Hazardous Materials Activities**"), except in compliance (which shall be at Licensee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Licensee shall indemnify, defend with counsel acceptable to Town and hold Town harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Licensee's Hazardous Materials Activities on, under or about the Site, regardless of whether or not Town has approved Licensee's Hazardous Materials Activities. For the purposes of this License, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5101 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. If Licensee's activities violate or create a risk of violation of any legal requirements, Licensee shall cease such activities immediately upon receiving notice from Town. Town, Town's representatives and employees may enter the Site at any time during the term to inspect Licensee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 10 shall survive termination or expiration of the term of this License for a period of three years.

b. Town acknowledges that Licensee's equipment cabinets shall contain batteries for back-up power and that, provided Licensee's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Licensee will immediately notify Town and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Site or compliance with environmental laws. Licensee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Town. Licensee will keep the Site free of any lien imposed pursuant to any environmental laws.

d. Town shall have the right at all reasonable times and from time to time to conduct environmental audits of the Site, and Licensee shall cooperate in the conduct of those audits. The audits may be conducted by Town or a consultant of Town's choosing, and if any Hazardous Materials generated, stored, transported or released by Licensee in violation of applicable laws are detected or if a violation of any of the representations or covenants in this Section 10 is discovered, the fees and expenses of such consultant will be borne by Licensee.

e. If Licensee fails to comply with any of the foregoing representations and covenants, Town may cause the removal (or other cleanup acceptable to Town) of any Hazardous Materials from the Site. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation, disposal, and storage costs) shall be reimbursed by Licensee promptly after Town's demand. Licensee will give Town access to the Site to remove or otherwise clean up any Hazardous Materials. Town, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this License will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Town represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Town covenants not to bring onto the Site any Hazardous Materials.

#### **11. NO PARTNERSHIP:**

Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between Town and Licensee, or to create any other relationship between the Parties hereto other than that of Town and Licensee.

#### **12. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the Town as follows:

TOWN: Town of Occoquan  
Attn: Town Manager  
Town Hall  
314 Mill Street  
P. O. Box 195  
Occoquan, Virginia 22125

with a copy, which will not constitute  
notice to:

Vanderpool, Frostick & Nishanian  
9200 Church Street, Ste 400  
Manassas, VA 20110  
Attn: Martin Crim, Town Attorney

and to Licensee as follows:

with a copy, which will not constitute  
notice to:

Mobilitie, LLC  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Asset Management

Mobilitie, LLC  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Legal Department

or to such other addresses as either of the parties may designate from time to time by giving  
written notice as herein required.

### **13. DAMAGE AND DESTRUCTION:**

If the Licensee Facilities cause damage to portions of the Site or other property of Town, Licensee will immediately notify Town after becoming aware of such damage. If Licensee Facilities fall across travel lanes or sidewalks, Licensee shall immediately clear such travel lanes or sidewalks of the Licensee Facilities at Licensee's expense. If Licensee fails to immediately clear travel lanes or sidewalks as set forth in this Section 13, Town may take such action as necessary to mitigate or remove hazards to the public, without notice to Licensee and without liability to Licensee for any incidental damage to Licensee's property, and bill the Licensee for Town's expenses in doing so. Licensee shall reimburse the Town within ten business days of receipt of an invoice showing Town's expenses as provided in this Section 13.

### **14. CONDEMNATION:**

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at Town's or Licensee's option, this License may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of access or additional fees except those which may have been due and payable at the time of said taking or sale. In connection with any taking subject to this Section, Licensee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Licensee was entitled to remove and moving expenses) only so long as Licensee's award does not diminish or otherwise adversely affect Town's award.

**15. SALE OF SITE:**

Any sale by Town of all or part of the Site to a purchaser other than Licensee shall be under and subject to this License and Licensee's right hereunder. Town shall be released from its obligations under this License in the event of a sale and the assignee assumes Town's obligations hereunder (including the recognition of Licensee's rights hereunder).

**16. INTERPRETATION:**

The Franchise and this License plus the Exhibits hereto contain the entire agreement between the Parties relating to the use of the Site and may not be amended, altered or otherwise changed except as expressly provided for herein, or by a subsequent writing signed by the Parties to this License. The invalidation of any one of the terms or provisions of this License or of the Franchise by judgment or court order shall in no way affect any of the other terms of this License which shall remain in full force and effect. Time is of the essence with respect to each provision of this License. The headings contained in this License are to facilitate reference only, do not form a part of this License, and shall not in any way affect the construction or interpretation of this License. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this License as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this License is intended to interfere with any tariffs, contracts or other arrangements between the Licensee and a third party or between the Town and a third party, or to create any third-party beneficiary rights. To the extent either party is required hereunder to obtain the consent or approval of the other under this License, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**17. BINDING EFFECT:**

This License shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**18. HOLDING OVER:**

If Licensee remains in possession of the Site after the end of this License, Licensee will occupy the Site as a licensee from month to month, subject to all conditions, provisions, and obligations of this License in effect on the last day of the term. Such holding over shall not be deemed a renewal or extension of the License.

**19. NO WAIVER:**

No waiver of any condition or agreement in this License by either Town or Licensee will imply or constitute a further waiver by such Party of the same or any other condition or agreement. No act or thing done by Town during the term of this License will be deemed an acceptance of surrender of the Site, and no agreement to accept the surrender will be valid unless in writing signed by Town. No payment by Licensee, or receipt from Town, of a lesser amount than the rent or other charges stipulated in this License will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Town will accept the check for payment without prejudice to Town's right to recover the balance of the rent or to pursue any other remedy available to Town.

**20. AUTHORITY:**

Each of the persons executing this License on behalf of Licensee warrants to Town that Licensee is, and will remain, a duly organized and existing corporation under Nevada law, that Licensee is authorized to do business in the Commonwealth of Virginia, that Licensee has full right and authority to enter into this License, and that each and every person signing on behalf of Licensee is authorized to do so. Upon Town's request, Licensee will provide evidence satisfactory to Town confirming these representations.

Town and the person executing and delivering this License on Town's behalf each represents and warrants to Licensee that such person is duly authorized to so act and has the power and authority to enter into this License; and that all action required to authorize Town and such person to enter into this License has been duly taken.

**21. LIMITED LIABILITY:**

In no event shall either Party be liable to the other for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 21 are not intended to limit Licensee's right to seek injunctive relief or specific performance.

**IN WITNESS WHEREOF**, the Parties hereto executed this License in two parts on the dates indicated.

TOWN:

**TOWN OF OCCOQUAN**

By: \_\_\_\_\_

Name: Elizabeth A.C. Quist

Its: Mayor

Date: \_\_\_\_\_

LICENSEE:

MOBILITIE, LLC, a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**Description of Site**



**SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER:**

**9VAB002246/WA90XSCM1A**

**LATITUDE/LONGITUDE:**

**38.68313200/-77.26066400**

**CROSS STREET:**

**COMMERCE STREET & UNION STREET**

**CITY, STATE, ZIP:**

**OCCOQUAN, VA 22125**



IF YOU DIG IN ANY STATE  
DIAL 811 FOR THE LOCAL  
"ONE CALL CENTER" -  
IT'S THE LAW

THE UTILITIES SHOWN HEREIN ARE FOR THE CONTRACTORS  
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT  
SHOWN ON THESE PLANS. THE ENGINEER/SURVEYOR ASSUMES  
NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL  
BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL THE  
UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE  
TO THE (E) UTILITIES BY THE CONTRACTOR SHALL BE THE  
SOLE RESPONSIBILITY OF THE CONTRACTOR.

NOTE:  
GENERAL CONTRACTOR IS REQUIRED TO CROSS CHECK COORDINATES. EXHIBIT PHOTO, AERIAL  
PHOTO AND SITE PLAN TO ENSURE PROPER POLE LOCATION PRIOR TO BREAKING GROUND.  
CONCERNS OR QUESTIONS SHOULD BE IMMEDIATELY DIRECTED TO ASSIGNED MOBILITIE CM.



3475 PIEDMONT ROAD NE  
SUITE 1000  
ATLANTA, GEORGIA 30305  
PHONE: (312) 638-5400



736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

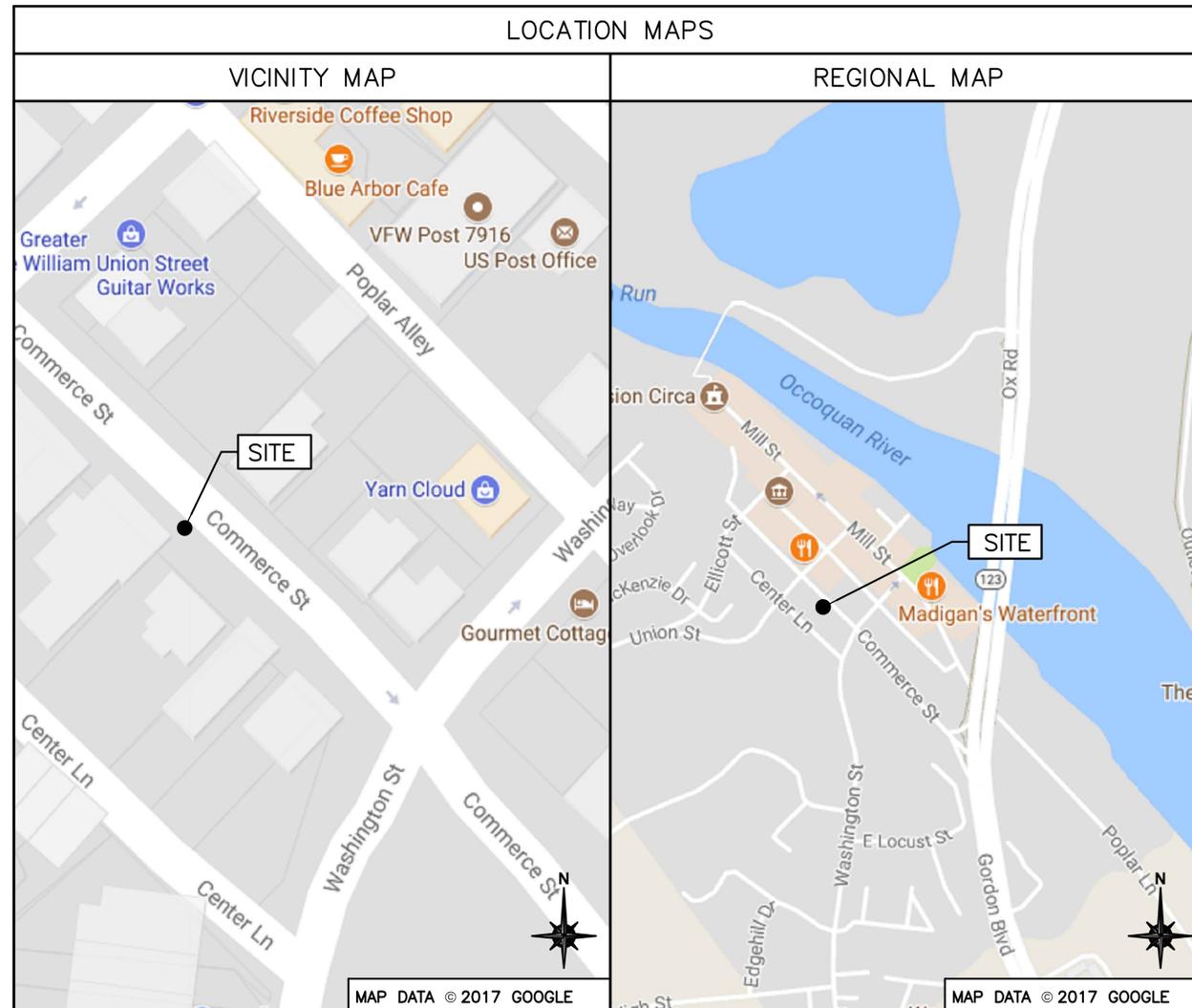
PROJECT NUMBER: XXXX  
DRAWN BY: SB  
CHECKED BY: WW

GENERAL NOTES	
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OF EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.	

SITE INFORMATION	
SITE ID:	9VAB002246
CASCADE ID:	WA90XSCM1A
LATITUDE:	38.68313200
LONGITUDE:	-77.26066400
CROSS STREET:	COMMERCE STREET & UNION STREET
CITY, STATE, ZIP:	OCCOQUAN, VA 22125
COUNTY:	PRINCE WILLIAM COUNTY
JURISDICTION:	PRINCE WILLIAM COUNTY
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
APPLICANT:	MOBILITIE, LLC 3475 PIEDMONT ROAD NE; SUITE 1000 ATLANTA, GEORGIA 30305 PHONE: (312) 638-5400

ENGINEER	
WARREN WILLIAMS & ASSOCIATES, PC 736 CARNEROS CIRCLE HIGH POINT, NC 27265	CONTACT: WARREN WILLIAMS, PE PRESIDENT TEL: (757) 450-2288

DO NOT SCALE DRAWINGS
CONTRACTORS SHALL VERIFY ALL PLANS, (E) DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



PROJECT DESCRIPTION	
END USER PROPOSES TO REPLACE EXISTING WOOD POLE AND INSTALL EQUIPMENT ON A NEW WOOD POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:	
<ul style="list-style-type: none"> <li>- REMOVE EXISTING WOOD UTILITY POLE</li> <li>- INSTALL A NEW WOOD UTILITY POLE WITH PROPOSED BACKHAUL TRANSPORT EQUIPMENT</li> </ul>	

CODES	
INTERNATIONAL BUILDING CODE NATIONAL ELECTRICAL SAFETY CODE TIA/EIA-222-G-2 OR LATEST EDITION LOCAL BUILDING/PLANNING CODE	

DRAWING INDEX	
SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
SP-1	EXHIBIT PHOTO & SITE PLAN
EV-1	POLE ELEVATIONS
PL-1	PLUMBING & RISER DIAGRAM
EQ-1	EQUIPMENT DETAILS
EQ-2	EQUIPMENT DETAILS
E-1	ELECTRICAL DETAILS
G-1	GROUNDING DETAILS
S-1	POLE EMBEDMENT DETAILS
TC-1	VEHICULAR TRAFFIC CONTROL PLAN
TC-2	PEDESTRIAN SAFETY PLAN
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES

1	09-15-17	FINAL	CDs
0	07-10-17	FINAL	CDs

SEAL:

SIGNATURE: *O. Williams*

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**



PROJECT NUMBER:	XXXX
DRAWN BY:	SB
CHECKED BY:	WW

1	09-15-17	FINAL	CDs
0	07-10-17	FINAL	CDs

SEAL:

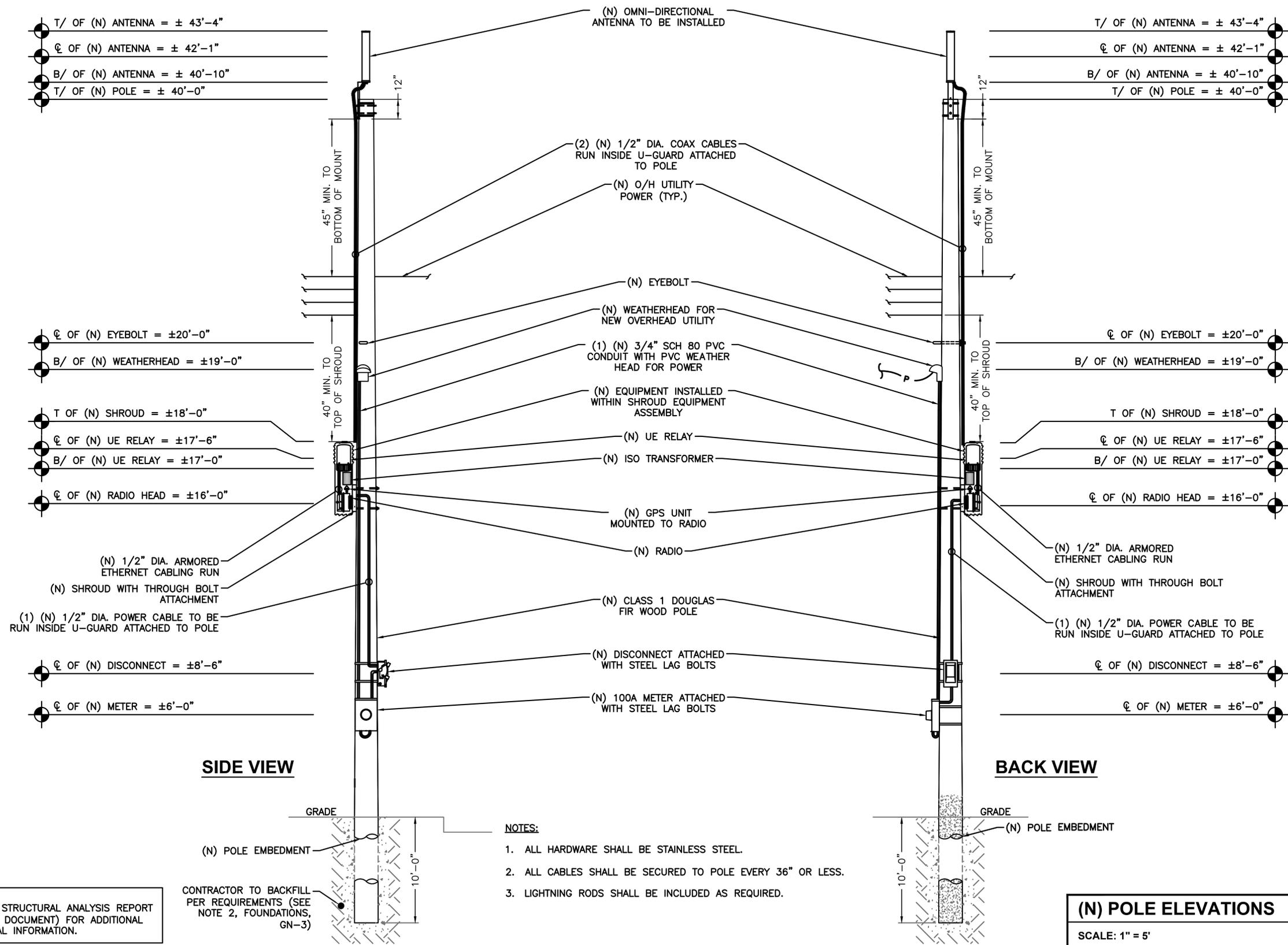
SIGNATURE *O. Williams*

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**POLE ELEVATIONS**

SHEET NUMBER  
**EV-1**



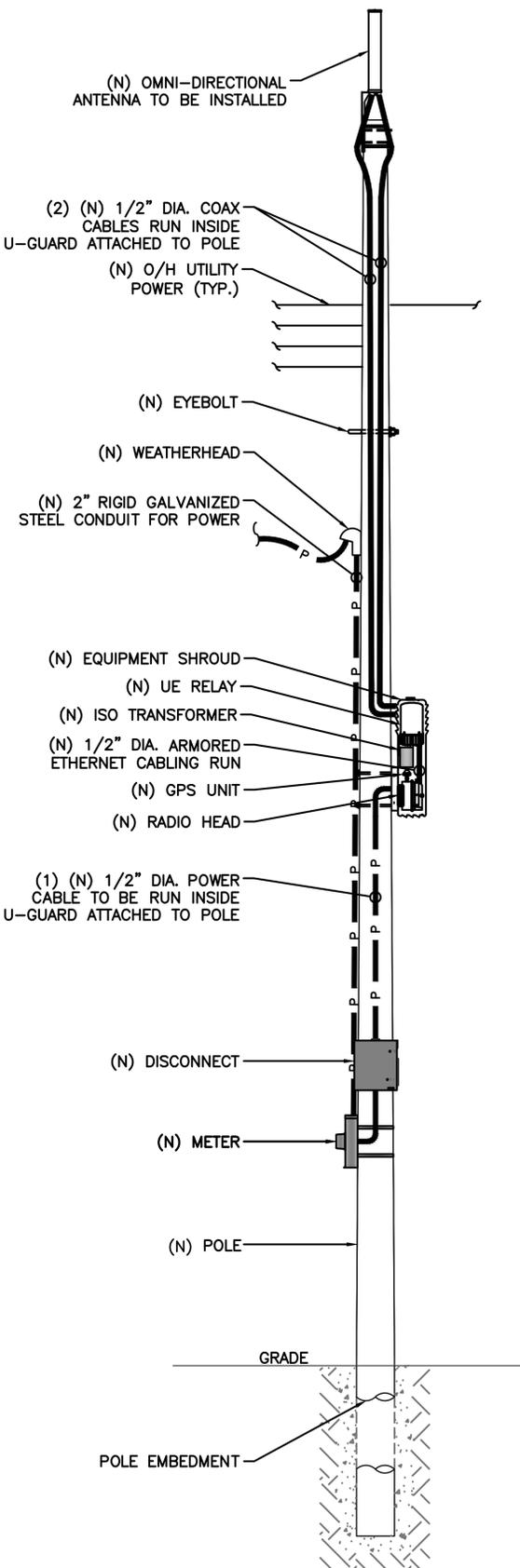
- NOTES:**
1. ALL HARDWARE SHALL BE STAINLESS STEEL.
  2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
  3. LIGHTNING RODS SHALL BE INCLUDED AS REQUIRED.

**NOTE:**  
REFER TO STRUCTURAL ANALYSIS REPORT (SEPARATE DOCUMENT) FOR ADDITIONAL STRUCTURAL INFORMATION.

CONTRACTOR TO BACKFILL PER REQUIREMENTS (SEE NOTE 2, FOUNDATIONS, GN-3)

**(N) POLE ELEVATIONS**

SCALE: 1" = 5'



**NOTE:**  
 CABLING DIAGRAM IS FOR CLARITY OF CABLE ROUTE AND TERMINATION ONLY. CONTRACTOR SHALL INSTALL CABLES WITH MINIMAL VISUAL IMPACT ON (N) WOOD POLE. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

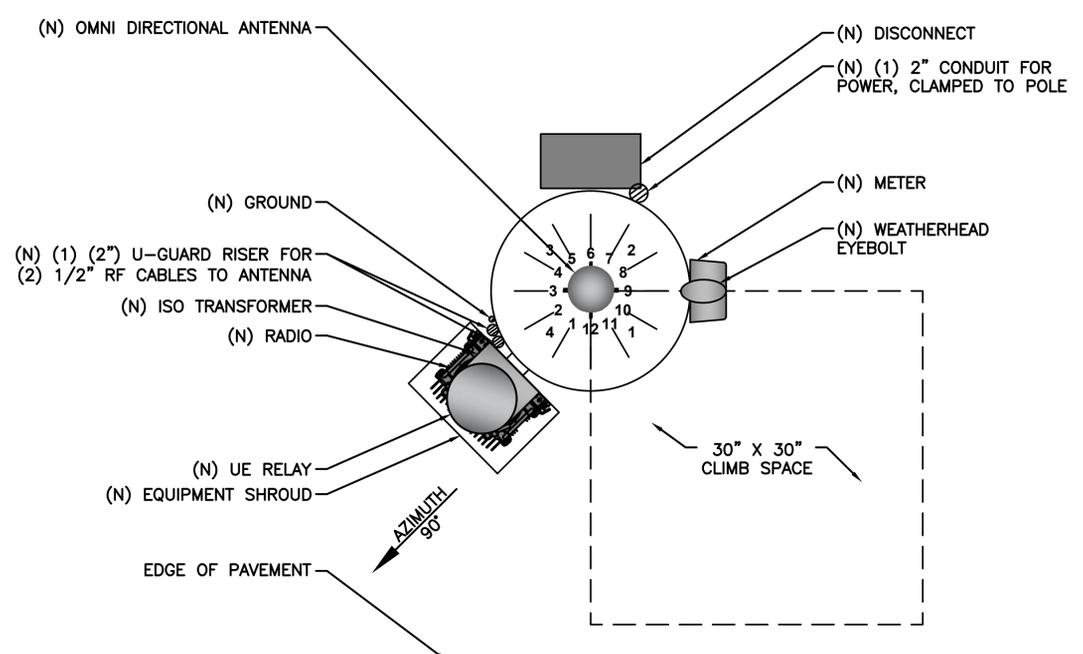
- CABLING NOTES:**
- A) WOOD, CONCRETE AND EXISTING METALLIC POLES
    - I) FROM GRADE LINE TO 11'-0" ABOVE GRADE, ALL CABLES/CONDUCTORS EXCEPT GROUNDING CONDUCTOR MUST RUN IN RIGID GALVANIZED STEEL CONDUIT (RGS)
    - II) GROUNDING CONDUCTORS IN EXPOSED LOCATIONS MUST BE INSTALLED IN PVC.
    - III) IN EARTH INSTALL PVC CONDUIT FOR BACKHAUL AND ELECTRICAL SERVICE. TRANSITION TO RGS AT GRADE LINE.
    - IV) ABOVE 11'-0" ALL CABLES (POWER, ETHERNET, COAXIAL) MUST RUN IN PVC UTILITY POLE RISER.
      - (1) AT MAJOR EQUIPMENT, EXTEND UTILITY DUCT IMMEDIATELY ADJACENT TO THE EQUIPMENT. INSTALL CABLES IN THE UTILITY POLE RISER CREATING CABLE DRIP LOOPS NOT LESS THAN THE CABLE BENDING RADIUS.
      - (2) INSIDE THE UTILITY POLE RISER, UTILIZE 1/2" COAX BLOCKS WITH LAG SCREWS TO SUPPORT COAX, RADIO AND MW POWER, RF COAX, AND ETHERNET CABLES TO WITHIN 12" OF THE EQUIPMENT BEING SERVED AND ON INTERVALS NOT TO EXCEED 4'.
    - V) FOR UNDERGROUND HFC/PUBLIC BACKHAUL, ROUTE ETHERNET CABLE IN CONDUIT UP THE POLE AND ENTER THE UTILITY POLE RISER. SEAL EXPOSED END OF CONDUIT WITH A CABLE TERMINATION FITTING.
    - VI) BY APPROVAL IN SELECT CASES LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LFMC) MAY BE USED IN LENGTHS NOT TO EXCEED 36" TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX. EXAMPLE: UTILITY-REQUIRED DISCONNECT ON POLE W/ AC DISTRIBUTION BOX ON OPPOSITE SIDE OF POLE. NOT REQUIRED FOR COAX.
  - B) NEW METALLIC POLES
    - I) PROCURE NEW POLES WITH SUITABLE HAND HOLES SUCH THAT HAND HOLES EXIST AT ALL EQUIPMENT LOCATIONS.
    - II) WHERE REQUIRED, INSTALL POLE BASE SUCH THAT THE ELECTRICAL FEED AND BACKHAUL (IF UNDERGROUND) CIRCUIT ENTER THE POLE THROUGH THE POLE BASE.

**PLUMBING DIAGRAM**  
 SCALE: NOT TO SCALE 1

BILL OF MATERIALS							
QTY.	DESCRIPTION	MANUFACTURER	MODEL NUMBER	AZIMUTH	CABLE	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	ALPHA WIRELESS	AW3477-S	0°	24'±	30.7" X 4.7" DIAMETER	7 LBS
1	UE RELAY	AIRSPAN	iR460-SPB-ST-1-P-0	90°	3'±	13" X 7" DIAMETER	8.8 LBS
-	-	-	-	-	-	-	-
1	GPS	NOKIA	FAWD/472932A	-	-	3.1" X 2.1" DIAMETER	0.3 LBS
1	RADIO	NOKIA	FWHR B41 HP	-	3'±	9.7" X 12.9" X 6.3"	27.3 LBS
-	MMS SHROUD ENCLOSURE	ELTEK	MMS SHROUD v1.0	-	-	35.6" X 15.5" X 9.0"	45 LBS
-	-	-	-	-	-	-	-
1	NEMA TYPE-3R DISCONNECT	SIEMENS	GF222NR (EXAMPLE)	-	1'±	15.45" X 8.7" X 5.95"	14 LBS
1	METER SOCKET	MILBANK	U4801-XL-5T9 (EXAMPLE)	-	89'±	19" X 13" X 4.84"	21 LBS

RFDS REVISION TYPE: NOT FINAL  
 RFDS REVISION NUMBER: N/A  
 RFDS REVISION TIMESTAMP: N/A

**BILL OF MATERIALS**  
 SCALE: NOT TO SCALE 2



**RISER ORIENTATION DIAGRAM**  
 SCALE: NOT TO SCALE 3

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 SUITE 1000  
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 PHONE: (312) 638-5400

**WW&A**  
 warren williams & associates  
 736 CARNEROS CIRCLE  
 HIGH POINT NC, 27265

PROJECT NUMBER:	XXXX
DRAWN BY:	SB
CHECKED BY:	WW

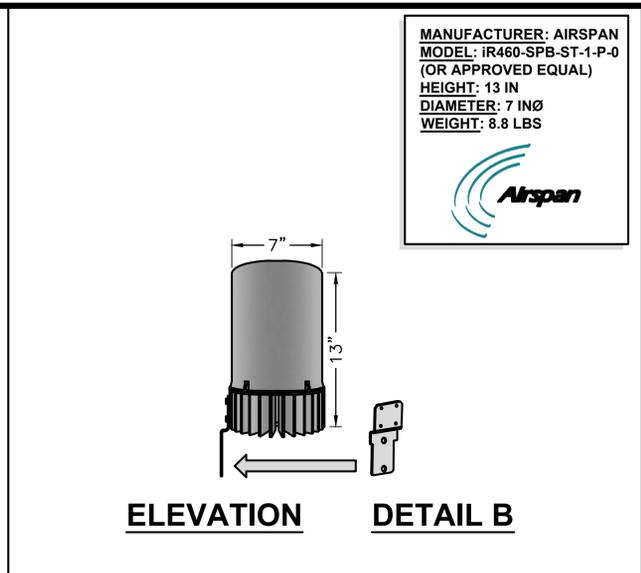
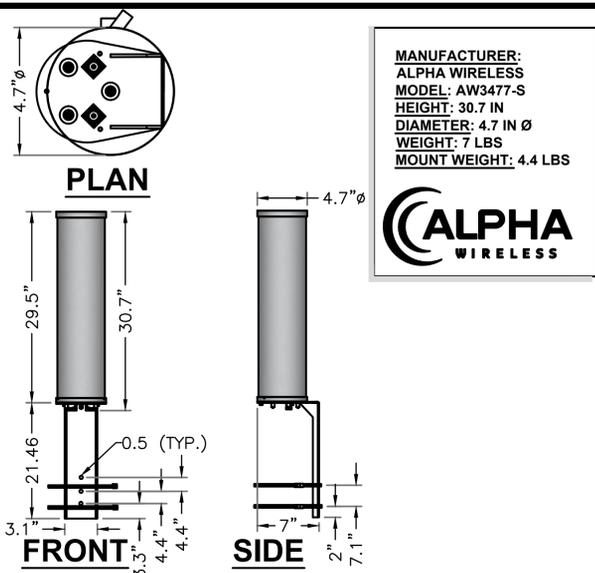
1	09-15-17	FINAL CDs
0	07-10-17	FINAL CDs

SEAL:  
  
 SIGNATURE: *O. Williams*  
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WA90XSCM1A  
 9VAB002246  
 COMMERCE STREET &  
 UNION STREET  
 OCCOQUAN, VA 22125  
 NEW WOOD UTILITY POLE

SHEET TITLE  
**PLUMBING & RISER DIAGRAM**

SHEET NUMBER  
**PL-1**

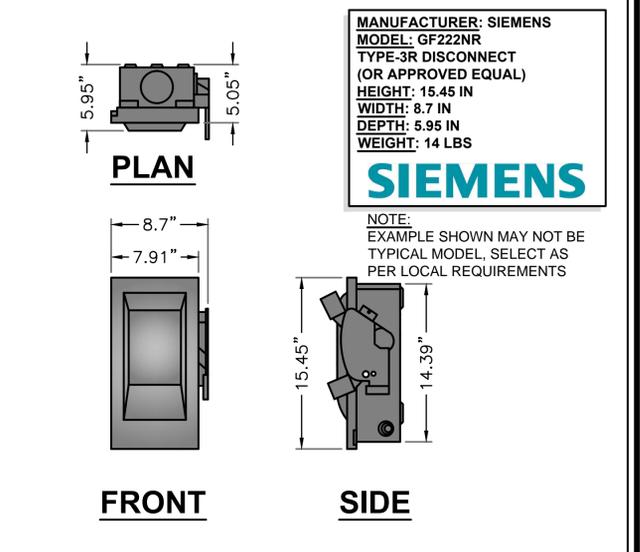
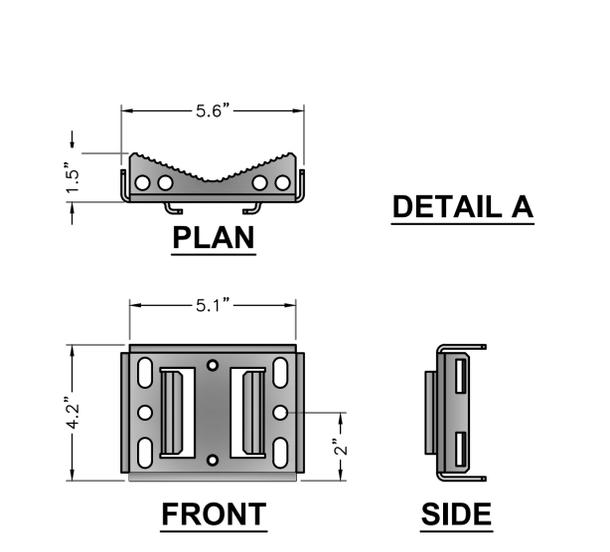
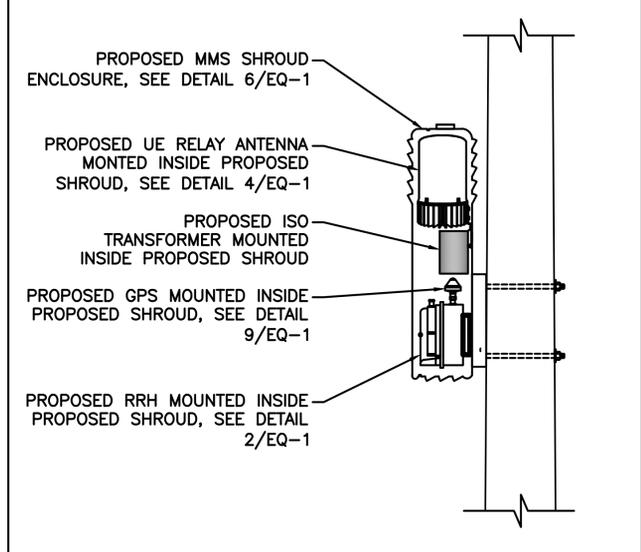
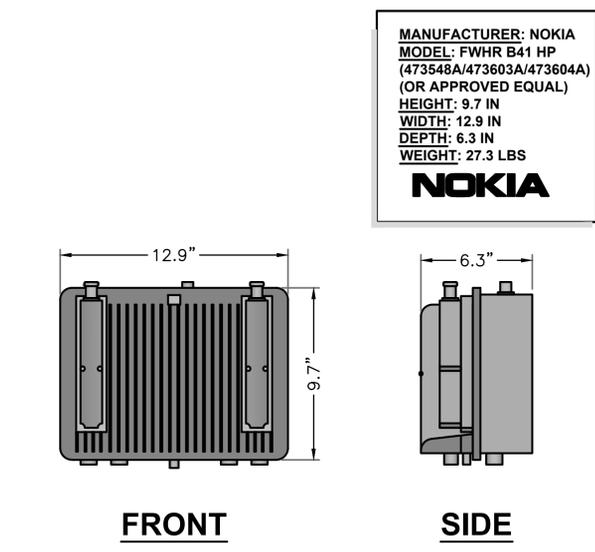


ALPHA AW3477-S OMNI (B41) SCALE N.T.S. 1

UE RELAY iR460-SPB-ST-1-P-0 SCALE N.T.S. 4

NOT USED SCALE N.T.S. 7

NOT USED SCALE N.T.S. 10

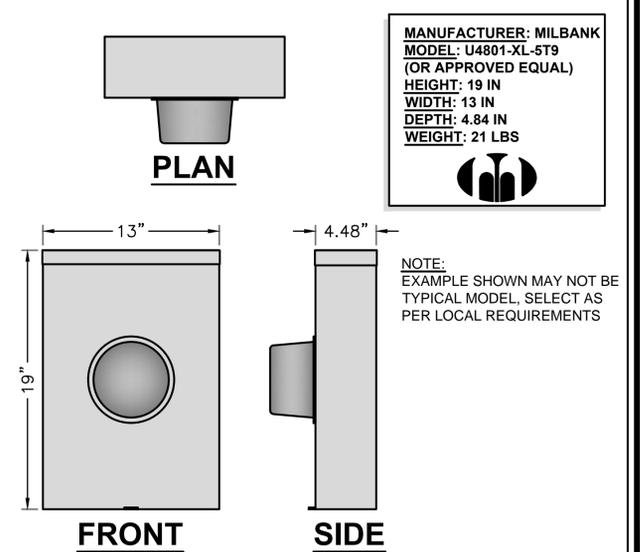
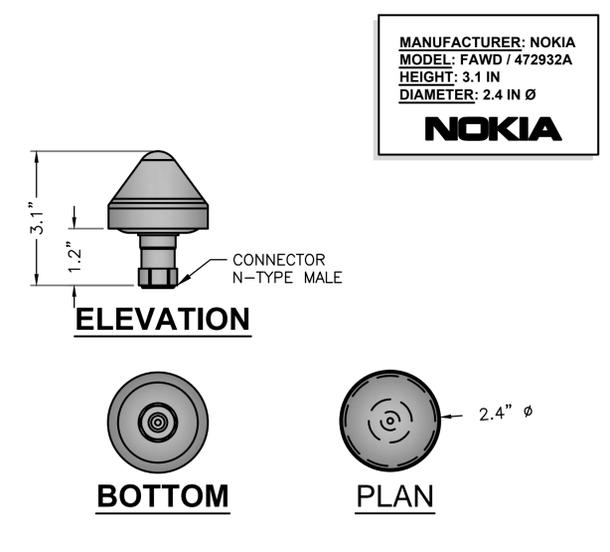
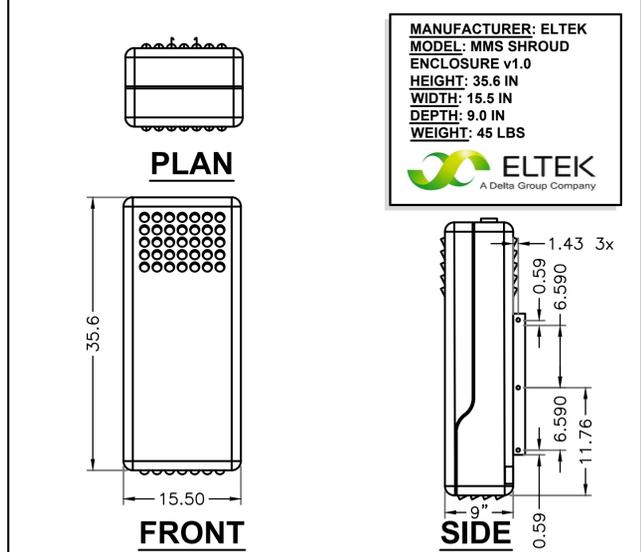
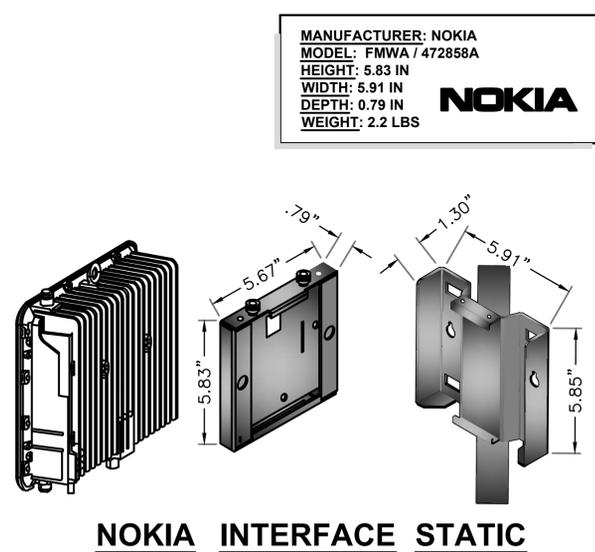


NOKIA RADIO FWHR B41 HP SCALE N.T.S. 2

SHROUD CUT-AWAY DETAIL SCALE N.T.S. 5

iR460 FLUSH MOUNT SCALE N.T.S. 8

NEMA TYPE-3R DISCONNECT SCALE N.T.S. 11



NOKIA RADIO MOUNT SCALE N.T.S. 3

MMS SHROUD v1.0 SCALE N.T.S. 6

NOKIA GPS UNIT SCALE N.T.S. 9

MILBANK METER SOCKET SCALE N.T.S. 12

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warren williams & associates

736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

PROJECT NUMBER:	XXXX
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CHECKED BY:	WW

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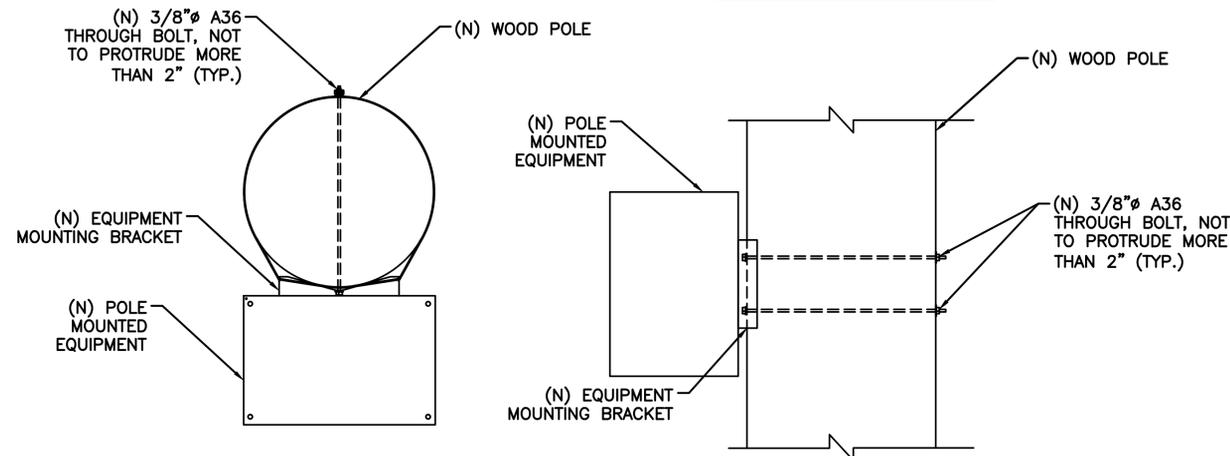
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WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**EQUIPMENT DETAILS**

SHEET NUMBER  
**EQ-1**

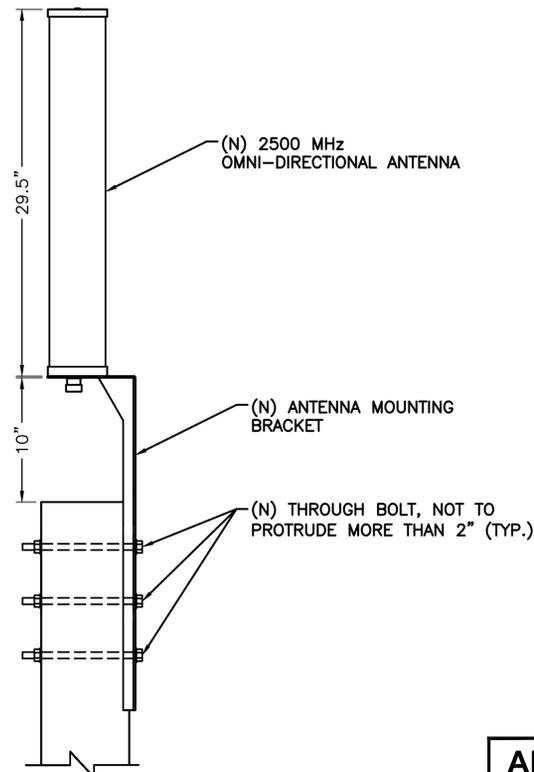
**NOTE:**  
INSTALL BRACKETS WITH  
STAINLESS STEEL BANDING.



**TOP VIEW**

**SIDE VIEW**

**EQUIPMENT MOUNTING DETAIL** 1  
SCALE: NOT TO SCALE



**NOTE:**

1. MOUNTING BRACKET ACCOMMODATES POLE SIZES FROM 3" TO 10" DIAMETER.
2. JACOBS HAS NOT PERFORMED A STRUCTURAL EVALUATION FOR THE MOUNTING BRACKET. REFER TO THE MANUFACTURER FOR ADDITIONAL INFORMATION.

**ANTENNA MOUNTING DETAIL** 3  
SCALE: NOT TO SCALE

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736 CARNEROS CIRCLE  
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SEAL:

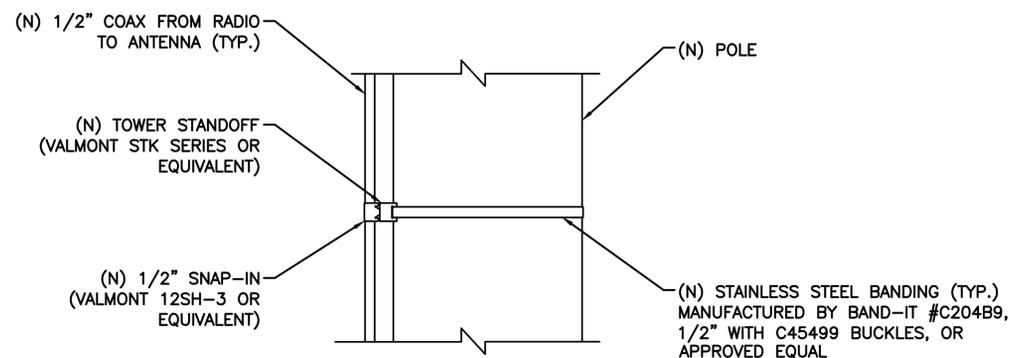
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COMMERCE STREET &  
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OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE:  
**EQUIPMENT DETAILS**

SHEET NUMBER  
**EQ-2**



**NOTE:**  
SPACE SNAP-INS PER  
CABLE MANUFACTURER'S  
SPECIFICATIONS

**CABLE MOUNTING DETAIL** 2  
SCALE: NOT TO SCALE

**NOTICE**

Radio frequency fields beyond this point may exceed the FCC general public exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

**SITE ID: 9VAB002246**

Contact 877-244-7889

**mobilitie**

In accordance with Federal Communications Commission rules on radio frequency emissions 47 CFR 1.1307(b)

**ANTENNA SIGNAGE:**  
**ON WOOD POLES** - SIGN ON ALUMINUM WITH SS SCREW TO THE POLE  
**ON METAL POLES** - ADHESIVE VINYL OR PLACARD STRAPPED WITH SS TIES  
**ON CONCRETE / COMPOSITE** - PLACARD STRAPPED WITH SS TIES  
**SIGN PLACEMENT:**  
AFFIX TO THE STRUCTURE 3-4' BELOW THE COMMERCIAL RF ANTENNA(S)  
SIZE APPROX. 8" x 5"

**ANTENNA SIGNAGE**

Mobilitie, LLC

In case of Emergency Contact  
E-mail: [MNOC@mobilitie.com](mailto:MNOC@mobilitie.com)

Phone: (877) 244-7889  
please reference Site ID

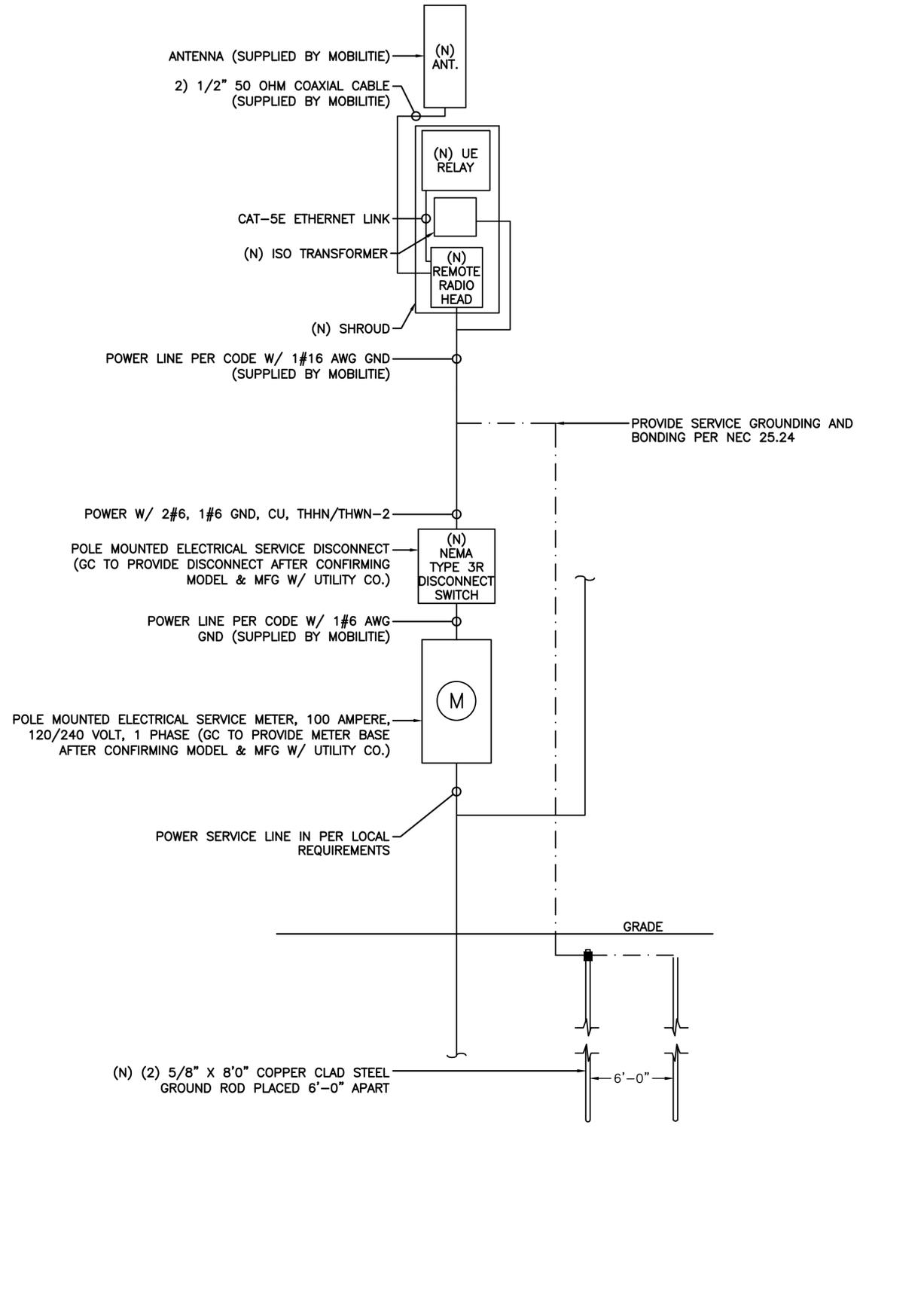
**Site ID** 9VAB002246

**FCC ID**

**OWNER / OPERATOR NOTE:**  
SITE ID LABEL TO BE AFFIXED AT OR NEAR THE POINT OF POWER CONNECTION WITH TZeS241 LABELING TAPE OR EQUIVALENT BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER. TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

**EMERGENCY CONTACT SIGN**

**POLE MOUNTED SIGNS** 4  
SCALE: NOT TO SCALE



**ONE-LINE DIAGRAM**

SCALE: NOT TO SCALE

**1**

**NOTES:**

1. NOMINAL POWER IS CALCULATED AS 80% OF OEM DOCUMENTED MAXIMUM POWER.
2. CALCULATIONS FOR UE W/ NOKIA DO NOT NEED TO INCLUDE THE POWER FOR THE UE ANTENNA AS IT IS INCLUDED IN THE MAX POWER FIGURE. CALCULATIONS FOR UE W/ AIRSPAN MUST INCLUDE UE AS IT IS NOT INCLUDED
3. KVA IS CALCULATED FROM THE CONSUMPTION VALUE ASSUMING A PF=1. MAXIMUM POWER WAS USED FOR KVA. WHERE MAXIMUM WAS NOTED BY THE OEM THE QUOTED FIGURE WAS USED. WHERE AVERAGE/NOMINAL POWER WAS NOTED BY THE OEM MAXIMUM POWER WAS CALCULATED BY INCREASING AVERAGE/NOMINAL POWER BY A FACTOR OF 50%

**Nokia Scenario 5 B41 High Power Radio and Aispan UE Backhaul**

Unit	Sub Description	Max Power (W)	Max Current (A)	KVA	kWh/Yr
NSN - B41 High	LTE Base Station	360	4.00	0.36	3153.6
Airspan IR460	UE Relay	N/A	N/A	N/A	N/A
<b>Total</b>		<b>360</b>	<b>4.00</b>	<b>0.36</b>	<b>3153.6</b>

**LOAD CALCULATIONS**

SCALE: NOT TO SCALE

**3**

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PROJECT NUMBER:	XXXX
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0	07-10-17	FINAL	CDs

SEAL:

SIGNATURE: *O. Williams*

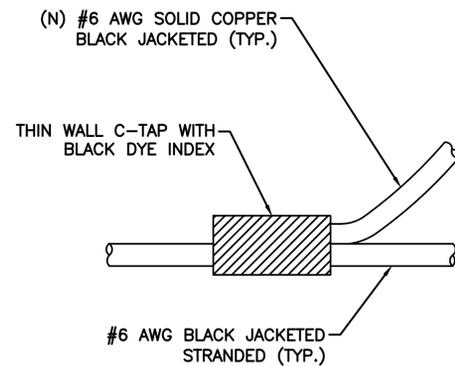
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9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**ELECTRICAL DETAILS**

SHEET NUMBER  
**E-1**

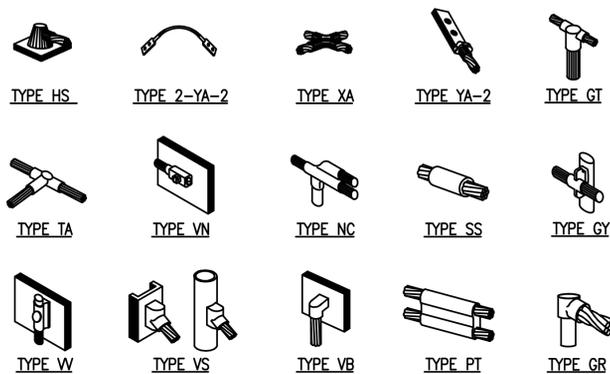
**NOTE:**  
CONTRACTOR TO SURROUND COMPLETED CONNECTION WITH HEAT-SHRINK TUBING TO ENSURE WEATHER PROOF CONNECTION



**C-TAP DETAIL**

SCALE: NOT TO SCALE

1



**NOTE:**  
ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH PROJECT MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.

**WELD CONNECTION DETAILS**

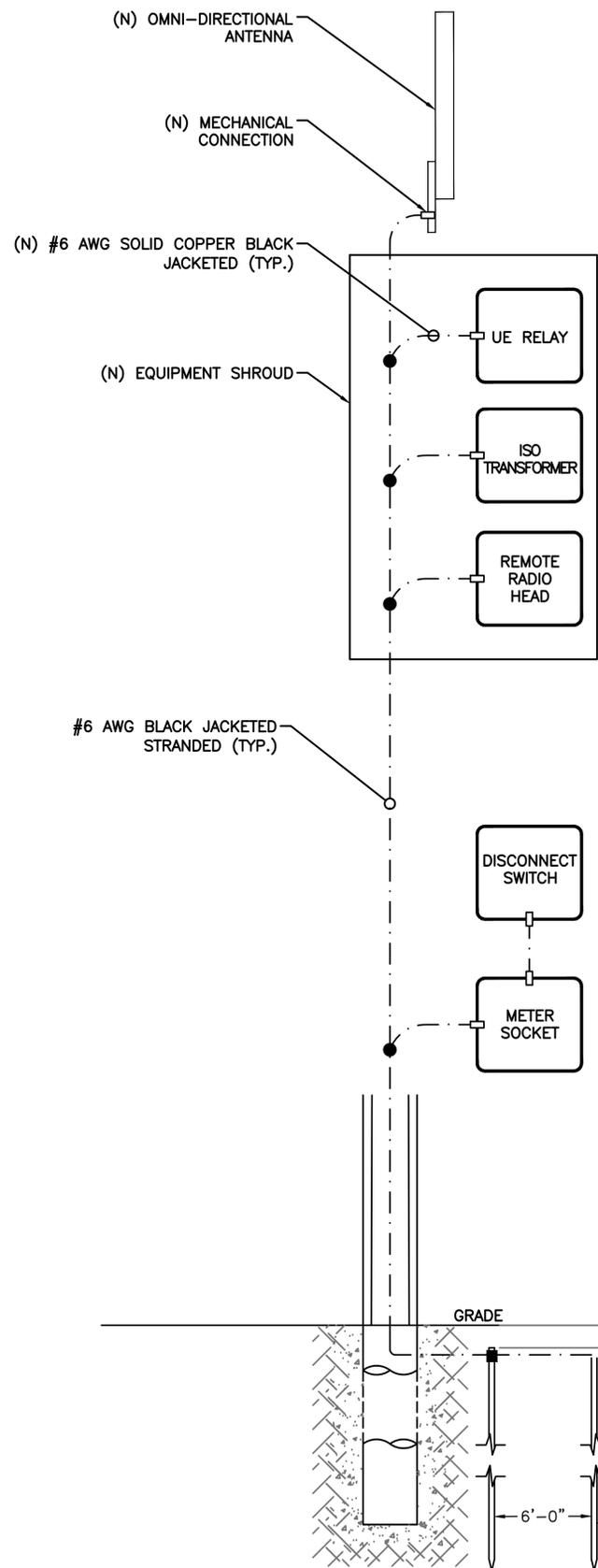
SCALE: NOT TO SCALE

2

**LEGEND**

- CADWELD CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION

**NOTE:**  
GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.



- NOTES:**
- ALL RGS TO BE GROUNDED AT BOTH ENDS USING GROUNDING BUSHINGS
  - GROUND WIRE TO BE RUN IN 1/2" SCHEDULE 40 PVC.

**GROUNDING RISER DIAGRAM**

SCALE: NOT TO SCALE

3



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736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

PROJECT NUMBER:	XXXX
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9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**GROUNDING DETAILS**

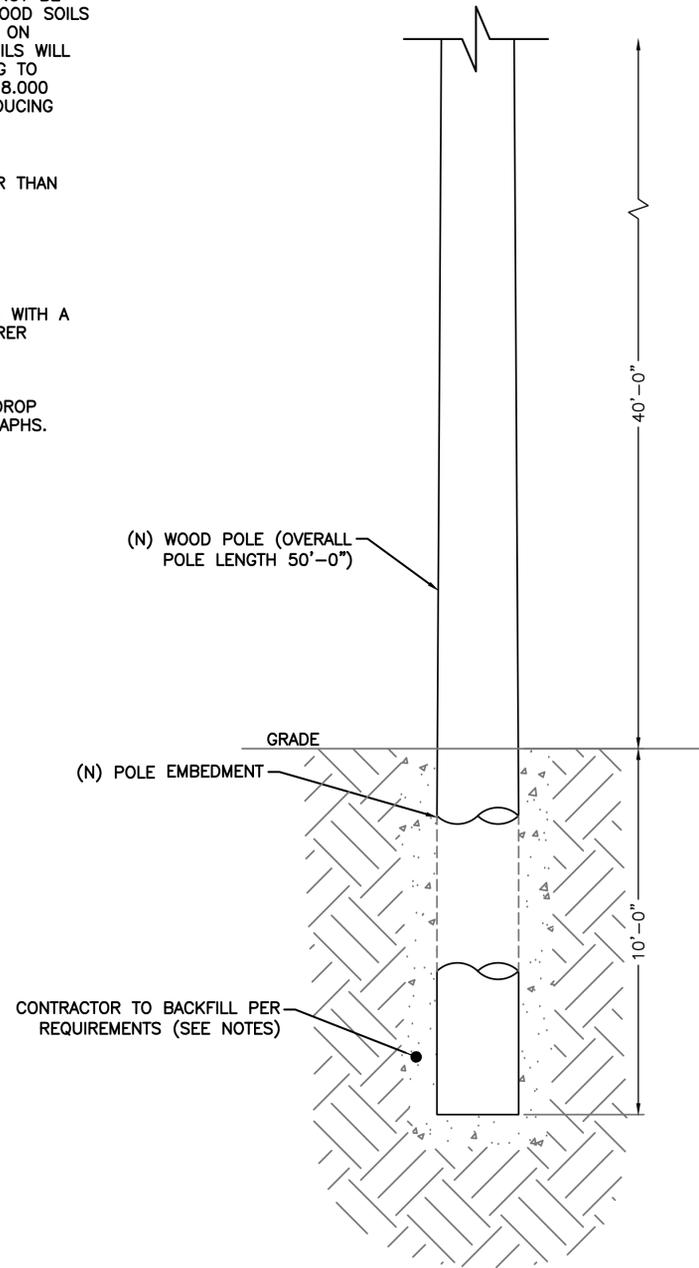
SHEET NUMBER  
**G-1**

**GENERAL CONSTRUCTION NOTES:**

- PRIOR TO ANY CONSTRUCTION WORK, CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES. ALL UTILITIES SHALL BE MARKED.
- BACKFILL OF THE POLES SHALL BE PERFORMED BASED ON THE WATER TABLE. FLOWABLE FILL MIXTURES PURCHASED FROM CONCRETE PLANTS WILL BE USED INSTEAD OF FOAM IN WATER TABLE AREAS.
  - A: NORMAL SOILS ORDER OF PREFERENCE – FOAM, FLOWABLE FILL, CONCRETE, COMPACTED AGGREGATES
  - B: HIGH WATER TABLE SOILS ORDER OF PREFERENCES – FLOWABLE FILL, CONCRETE, COMPACTED AGGREGATES.
- NON-NATIVE SOILS SHALL BE REMOVED FROM BORE AREA AND SHALL NOT BE REUSED FOR BACKFILL. EMBED DEPTHS SHOWN ARE GENERALLY FOR GOOD SOILS AND UTILITY WOOD POLES. EMBED DEPTHS SHALL BE ADJUSTED BASED ON ACTUAL SOIL CONDITIONS AND FINAL POLE CLASS SELECTION. POOR SOILS WILL REQUIRE DEEPER EMBEDS. SOIL CONDITIONS ARE CLASSIFIED ACCORDING TO BEARING CAPACITY: "POOR": 0 TO 2,500 PSI, "AVERAGE": 2,501 PSI TO 8,000 PSI, "GOOD": GREATER THAN 8,000 PSI. GUYING IS AN OPTION FOR REDUCING EMBED DEPTHS BUT REQUIRES MOBILITIE CM WRITTEN APPROVAL.
- FOUNDATION HOLE SHALL BE EXCAVATED TO A MINIMUM OF 12" LARGER THAN POLE BASE DIAMETER TO ALLOW FOR SUITABLE BACKFILL PLACEMENT.
- REMOVE EXCESS WATER FROM HOLE BEFORE INSTALLING POLE.
- CONTRACTOR SHALL PREPARE LIFT PLANS FOR POLE SETTING ACTIVITIES WITH A BOOM TRUCK OR CRANE. ATTACH LIFTING SLING PER POLE MANUFACTURER RECOMMENDATIONS.
- IF REQUIRED BY MOBILITIE CM, CONTRACTOR SHALL PERFORM A TAPE DROP MEASUREMENT OF EXCAVATED HOLE AND WITNESS DROP WITH PHOTOGRAPHS.

NOTE:  
SEE GN-3 FOUNDATION, EXCAVATION AND BACKFILL FOR ADDITIONAL NOTES.

NOTE:  
REFER TO STRUCTURAL ANALYSIS REPORT (SEPARATE DOCUMENT) FOR ADDITIONAL STRUCTURAL INFORMATION.



OVERALL POLE LENGTH	DIAMETER SIX FEET FROM BUTT	MIN. CIRC. SIX FEET FROM BUTT
20'-0"	9.9"	31.0"
25'-0"	10.7"	33.5"
30'-0"	11.6"	36.5"
35'-0"	12.4"	39.0"
40'-0"	13.1"	41.0"
45'-0"	13.7"	43.0"
50'-0"	14.3"	45.0"
55'-0"	14.8"	46.5"
60'-0"	15.3"	48.0"
65'-0"	15.8"	49.5"
70'-0"	16.2"	51.0"
75'-0"	16.7"	52.5"
80'-0"	17.2"	54.0"
85'-0"	17.8"	55.0"
90'-0"	17.8"	56.0"

NOTE:  
FOR OVERALL POLE LENGTHS BETWEEN TWO VALUES, SELECT THE HIGHER POLE ON TABLE.

OVERALL POLE LENGTH	MINIMUM EMBED (10%+2')	REQUIRED EMBED TO MEET 5' INCREMENT	POLE HEIGHT ABOVE GROUND
25'-0"	4'-6"	5'-0"	20'-0"
30'-0"	5'-0"	9'-0"	21'-0"
30'-0"	5'-0"	8'-0"	22'-0"
30'-0"	5'-0"	7'-0"	23'-0"
30'-0"	5'-0"	6'-0"	24'-0"
30'-0"	5'-0"	5'-0"	25'-0"
35'-0"	5'-6"	9'-0"	26'-0"
35'-0"	5'-6"	8'-0"	27'-0"
35'-0"	5'-6"	7'-0"	28'-0"
35'-0"	5'-6"	6'-0"	29'-0"
40'-0"	6'-0"	10'-0"	30'-0"
40'-0"	6'-0"	9'-0"	31'-0"
40'-0"	6'-0"	8'-0"	32'-0"
40'-0"	6'-0"	7'-0"	33'-0"
40'-0"	6'-0"	6'-0"	34'-0"
45'-0"	6'-6"	10'-0"	35'-0"
45'-0"	6'-6"	9'-0"	36'-0"
45'-0"	6'-6"	8'-0"	37'-0"
45'-0"	6'-6"	7'-0"	38'-0"
50'-0"	7'-0"	11'-0"	39'-0"
50'-0"	7'-0"	10'-0"	40'-0"
50'-0"	7'-0"	9'-0"	41'-0"
50'-0"	7'-0"	8'-0"	42'-0"
50'-0"	7'-0"	7'-0"	43'-0"
55'-0"	7'-6"	11'-0"	44'-0"
55'-0"	7'-6"	10'-0"	45'-0"
55'-0"	7'-6"	9'-0"	46'-0"
55'-0"	7'-6"	8'-0"	47'-0"
60'-0"	8'-0"	12'-0"	48'-0"
60'-0"	8'-0"	11'-0"	49'-0"
60'-0"	8'-0"	10'-0"	50'-0"
60'-0"	8'-0"	9'-0"	51'-0"
60'-0"	8'-0"	8'-0"	52'-0"
65'-0"	8'-6"	12'-0"	53'-0"
65'-0"	8'-6"	11'-0"	54'-0"
65'-0"	8'-6"	10'-0"	55'-0"
65'-0"	8'-6"	9'-0"	56'-0"
70'-0"	9'-0"	13'-0"	57'-0"
70'-0"	9'-0"	12'-0"	58'-0"
70'-0"	9'-0"	11'-0"	59'-0"
70'-0"	9'-0"	10'-0"	60'-0"
70'-0"	9'-0"	9'-0"	61'-0"
75'-0"	9'-6"	13'-0"	62'-0"
75'-0"	9'-6"	12'-0"	63'-0"
75'-0"	9'-6"	11'-0"	64'-0"
75'-0"	9'-6"	10'-0"	65'-0"
80'-0"	10'-0"	14'-0"	66'-0"
80'-0"	10'-0"	13'-0"	67'-0"
80'-0"	10'-0"	12'-0"	68'-0"
80'-0"	10'-0"	11'-0"	69'-0"
80'-0"	10'-0"	10'-0"	70'-0"
85'-0"	10'-6"	14'-0"	71'-0"
85'-0"	10'-6"	13'-0"	72'-0"
85'-0"	10'-6"	12'-0"	73'-0"
85'-0"	10'-6"	11'-0"	74'-0"
90'-0"	11'-0"	15'-0"	75'-0"

Pole Diameter (Inches)	Hole Depth (Feet)						
	4	5	6	7	8	9	10
8" Hole Diameter							
5.0	1	1					
6.2	1	1					
18" Hole Diameter							
7.0	6	8	9	11	12	13	15
8.0	6	7	9	10	12	12	14
9.0	6	7	8	9	11	12	13
10.0	5	6	8	9	9	11	12
11.0	5	6	7	8	9	10	11
12.0	4	5	6	7	8	9	10
13.0	4	4	5	6	7	7	9
14.0	3	4	4	5	6	6	7
15.0	2	3	4	4	5	5	6
16.0	2	2	2	3	3	3	4
24" Hole Diameter							
12.0	10	12	14	17	19	20	24
13.0	9	11	14	16	18	19	22
14.0	9	11	13	15	17	18	21
15.0	8	10	12	14	16	17	19
16.0	7	9	11	12	14	15	18
17.0	7	8	10	11	13	14	16
18.0	6	7	9	10	11	12	14
19.0	5	6	7	9	10	10	12
20.0	4	5	6	7	8	8	10
22.0	2	3	3	4	3	5	5
36" Hole Diameter							
18.0			32	37	43	45	53
20.0			30	34	39	42	49
22.0			27	31	36	38	44
24.0			24	28	32	34	39
26.0			21	24	27	29	33
28.0			17	20	23	24	27
30.0			13	15	18	19	21
32.0			9	11	12	13	15
34.0			5	6	6	7	7
48" Hole Diameter							
36.0	39	44	47	55	61	66	77
38.0	33	38	40	47	52	56	66
40.0	27	31	33	39	42	46	54
42.0	21	24	25	30	33	36	41
44.0	14	16	17	20	22	24	28
46.0	8	8	9	10	12	12	15

NOTE:  
FOR ABOVE GRADE HEIGHTS BETWEEN TWO VALUES, SELECT THE HIGHER POLE ON TABLE.

**POLE EMBEDMENT DETAILS**

SCALE: NOT TO SCALE

1



3475 PIEDMONT ROAD NE  
SUITE 1000  
ATLANTA, GEORGIA 30305  
PHONE: (312) 638-5400



736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

PROJECT NUMBER: XXXX  
DRAWN BY: SB  
CHECKED BY: WW

1 09-15-17 FINAL CDs  
0 07-10-17 FINAL CDs

SEAL:

SIGNATURE: *O. Williams*

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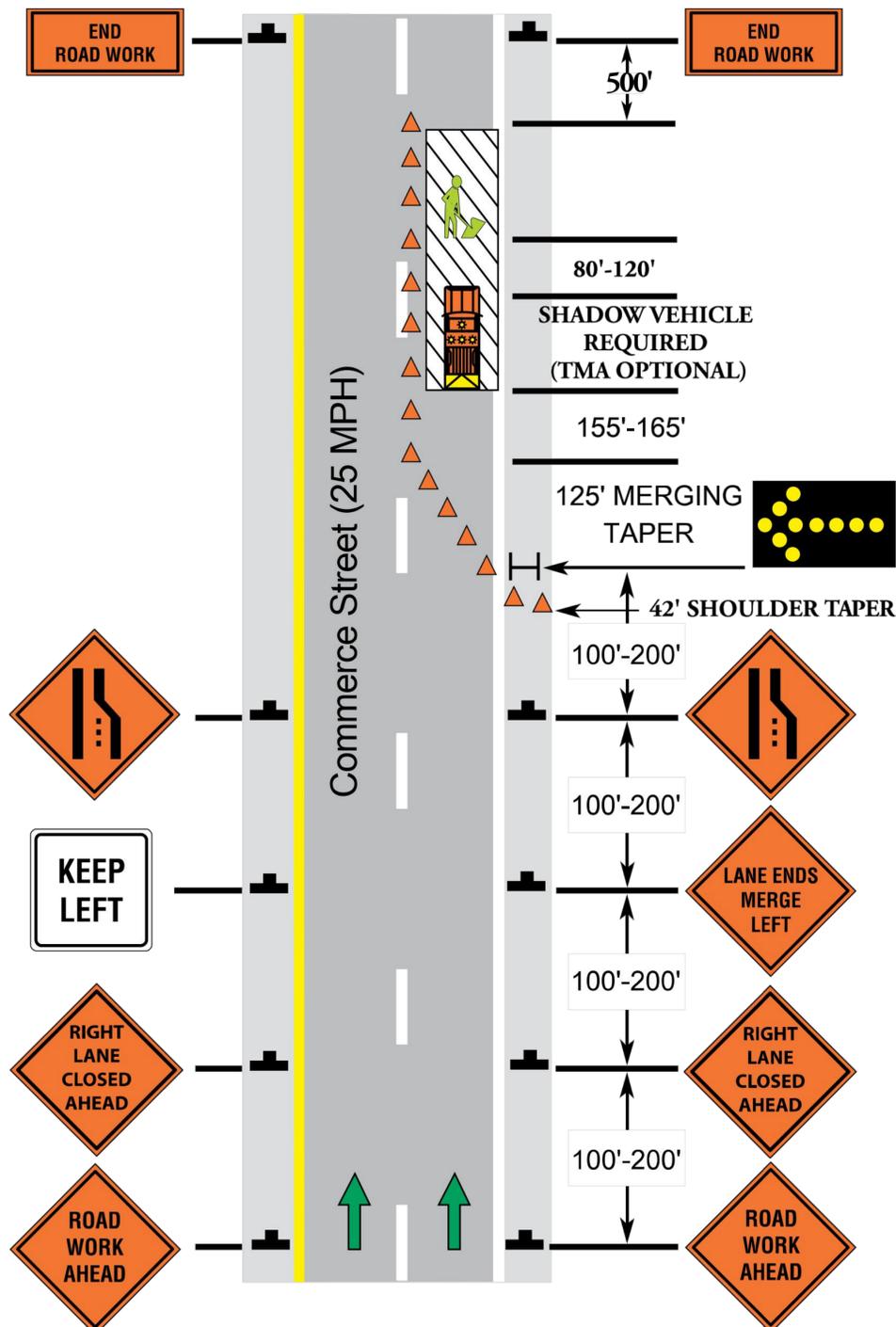
WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**GROUNDING DETAILS**

SHEET NUMBER  
**G-1**

# Two-lane Road - Stationary Right Lane Closure

(Greater Than 60 Minutes in the Immediate Area)



# Two-lane Road - Stationary Right Lane Closure

## Notes:

1. Sign spacing: Limited Access highway 1300' - 1500'; posted speed greater than 45 mph 500' - 800'; posted speed 45 mph or less 350' - 500'; see spacing of signs for urban use on page 6.
2. For the length of the shoulder taper (1/3 L) and merging taper (L), see Taper Length Chart on page 15.
3. For length of the buffer space, see Buffer Space Length Chart on page 14.
4. A truck with at least one amber high intensity rotating, oscillating, strobe, or flashing light shall be parked 80'-120' in advance of the first work crew. When posted speed limit is 45 mph or greater, a TMA shall be used.
5. The flashing arrow board shall be a **Type C** only.

Cone Spacing		
Location	0-35 mph	36+ mph
Transition	20'	40'
Travelway	40'	80'

**mobilitie**  
intelligent infrastructure

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SUITE 1000  
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PHONE: (312) 638-5400

**WW&A**  
warren williams & associates

736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

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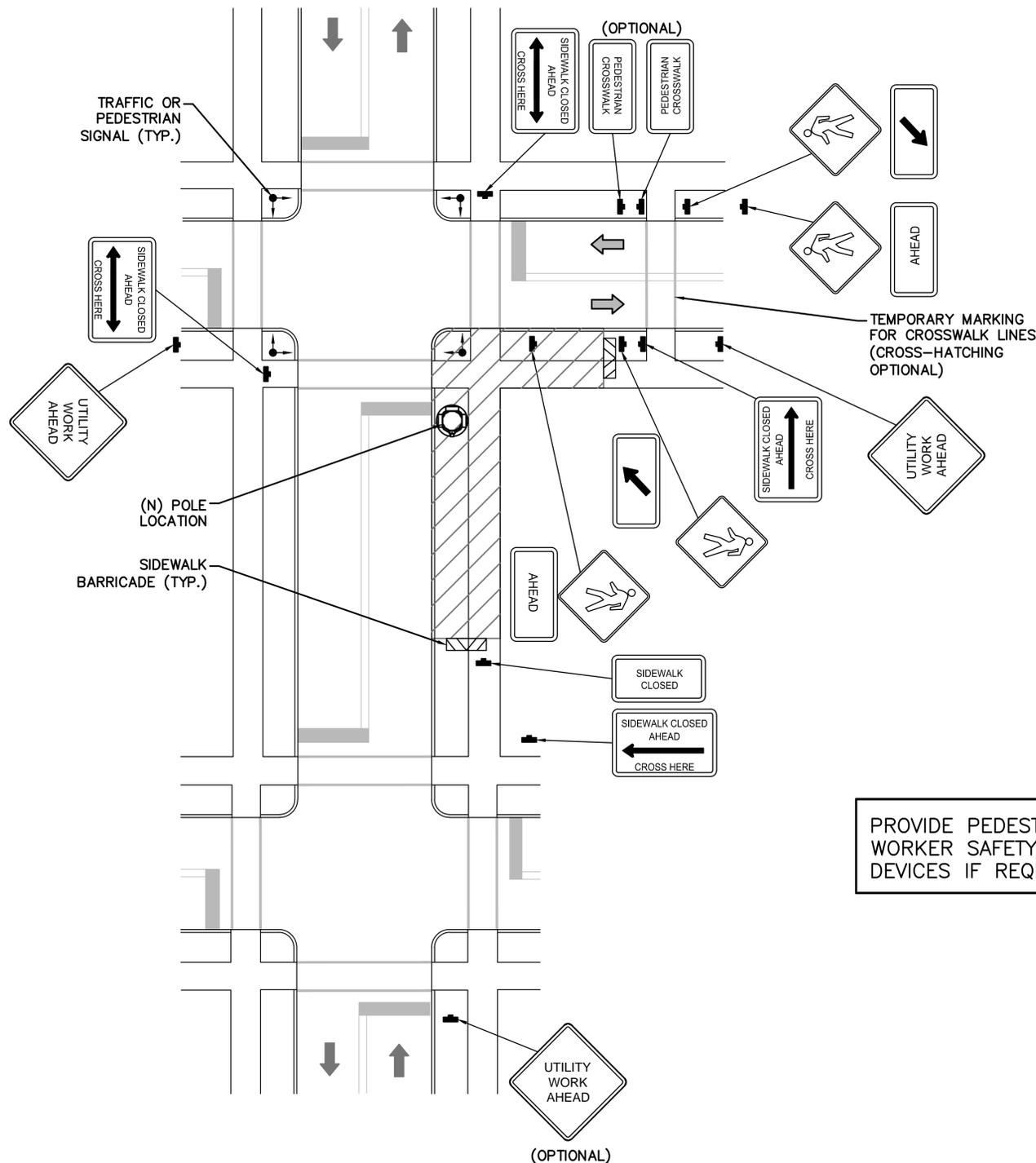
WA90XSCM1A  
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UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE:  
**VEHICULAR TRAFFIC CONTROL PLAN**

SHEET NUMBER:  
**TC-1**

**TRAFFIC CONTROL GENERAL NOTES**

- ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
- SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) – PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
- ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
- TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
- CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE (E) TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
- ALL (E) ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE (N) TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
- CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
- WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
- CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
- THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
- DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
- THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
- WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
- TAPER LENGTHS ARE CALCULATED AS FOLLOWS:  
 $L = WS^2/60$  (40 MPH AND HIGHER) OR  $L2 = WS$  (OVER 40 MPH),  
 WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).



PROVIDE PEDESTRIAN/  
WORKER SAFETY CONTROL  
DEVICES IF REQUIRED



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PHONE: (312) 638-5400



736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

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9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**PEDESTRIAN SAFETY PLAN**

SHEET NUMBER  
**TC-2**

**TYPICAL PEDESTRIAN / WORKER SAFETY PLAN**  
SCALE: NOT TO SCALE

**GENERAL CONSTRUCTION NOTES:**

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST ADOPTED EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND LATEST MOBILITIE CONSTRUCTION STANDARDS. THE SPECIFICATION IS THE RULING DOCUMENT AND ANY DISCREPANCIES BETWEEN THE SPECIFICATION AND THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILITIE CM PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE (N) WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED, AS SHOWN, PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILITIE CM PRIOR TO THE COMMENCEMENT OF WORK. NO COMPENSATION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS.
4. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. CONTRACTOR IS REQUIRED TO FURNISH AND INSTALL ANY/ALL ITEMS FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM SUBJECT ONLY TO OWNER-SUPPLIED ITEMS. CONTRACTOR SHALL PROVIDE ANY/ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
5. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED AND CONTRACTOR INSTALLED MATERIALS WILL INCLUDE THE FOLLOWING, UNLESS NOTED OTHERWISE:
  - A) TRANSMITTER
  - B) UHF ANTENNA AND MOUNTING BRACKETS, GPS UNIT AND KU BACKHAUL
  - C) UHF COAX AND HANGERS
  - D) INTEGRATED LOAD CENTER
6. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, (E) CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY DISCREPANCIES TO THE ATTENTION OF THE MOBILITIE CM, IN WRITING, PRIOR TO THE COMMENCEMENT OF WORK.
7. DETAILS PROVIDED ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR SITE CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
8. CONTRACTOR SHALL PAY FOR APPLICABLE PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO ORDERING MATERIALS AND THE COMMENCEMENT OF WORK.
9. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
10. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
11. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING ACCEPTED INDUSTRY-STANDARD SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE MOBILITIE CM AND SCHEDULE THEIR ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.

14. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
15. CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
16. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT (E) SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND IMMEDIATE REPAIR, TO NEW CONDITION, ANY DAMAGE THAT OCCURS DURING CONSTRUCTION AT THE SOLE COST OF THE CONTRACTOR.
17. IN DRILLING HOLES, OR CORING, INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESS NOTED OTHERWISE). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE LOCATED BY THE CONTRACTOR USING APPROPRIATE METHODS AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE.
18. CONTRACTOR SHALL REPAIR, TO NEW CONDITION, ALL (E) WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
19. CONTRACTOR SHALL SEAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES OR MATERIALS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS AND SYSTEMS THAT MEET OR EXCEED THE RATING OF THE ASSEMBLY IN WHICH THE NEW PENETRATION IS PLACED.
20. CONTRACTOR SHALL KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
21. MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERS RECOMMENDATIONS.
22. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO (E) SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH JURISDICTIONAL OR STATE AND LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH LOCAL REGULATORY AUTHORITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY EROSION CONTROL MEASURES, RECORD-KEEPING, MONITORING, AND REPORTING TO THE OWNER AND REGULATORY AUTHORITIES.
23. ALL CONSTRUCTION WORK IS TO ADHERE TO APPLICANT'S INTEGRATED CONSTRUCTION STANDARDS UNLESS STATE OR LOCAL CODE IS MORE STRINGENT.
24. THE INTENT OF THE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE PER STATE BUILDING STANDARDS CODE AND STATE CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND SPECIFICATIONS WHEREIN THE FINISHED WORK WILL NOT COMPLY PER STATE CODE OF REGULATIONS, A SCOPE OF WORK DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE JURISDICTION BEFORE PROCEEDING WITH THE WORK. A CHANGE ORDER FOR THAT SCOPE SHALL BE SUBMITTED TO THE MOBILITIE CM PRIOR TO PROCEEDING WITH THE WORK.
25. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
26. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE. ANY CORRECTIVE WORK SHALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR.

**ELECTRICAL NOTES:**

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY MOBILITIE CM AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE MOBILITIE CM HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.

2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL (E) CONDITIONS OF ELECTRICAL EQUIP., ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF THEIR BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC, ALL CODES AND ORDINANCES OF THE LOCAL JURISDICTION, AND POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT ARE NOT BE LIMITED TO:
  - A) UL – UNDERWRITERS LABORATORIES
  - B) NEC – NATIONAL ELECTRICAL CODE
  - C) NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
  - D) OSHA – OCCUPATIONAL SAFETY AND HEALTH ACT
  - E) SBC – STANDARD BUILDING CODE
  - F) NFPA – NATIONAL FIRE PROTECTION AGENCY
  - G) ANSI – AMERICAN NATIONAL STANDARDS INSTITUTE
  - H) IEEE – INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
  - I) ASTM – AMERICAN SOCIETY FOR TESTING MATERIALS
4. REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH MOBILITIE CM ANY SIZES AND LOCATIONS WHEN NEEDED.
5. (E) SERVICES: CONTRACTOR SHALL NOT INTERRUPT (E) SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE MOBILITIE CM, PRIOR TO BEGINNING ANY WORK.
7. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION, UNLESS OTHERWISE NOTED.
8. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
9. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
10. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY APPLICANT.
11. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY FUNCTIONAL AND SHALL BE APPROVED BY THE MOBILITIE CM AND LOCAL JURISDICTION. ANY DEFICIENCIES SHALL BE CORRECTED BY AN ELECTRICAL CONTRACTOR AT THE SOLE COST OF THE CONTRACTOR.
12. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
- 13.



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NEW WOOD UTILITY POLE

SHEET TITLE  
**GENERAL NOTES**

SHEET NUMBER  
**GN-1**

ELECTRICAL NOTES CONT'D

13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
14. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
15. DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS 'EXCAVATION, AND BACKFILLING.
16. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IECE.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURER'S CATALOG INFORMATION OF ANY/ALL EQUIPMENT AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE MOBILITIE CM PRIOR TO INSTALLATION.
18. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE MOBILITIE CM UPON FINAL ACCEPTANCE.
19. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE UL-RATED, H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
21. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND KNOWN AS "NO-OXIDE A" BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
22. RACEWAYS: CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA TC2 - 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'COLD GALV'.
23. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
24. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE THWN INSULATION, UNLESS OTHERWISE NOTED, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
25. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
26. SERVICE: AS SPECIFIED ON THE DRAWINGS. OWNER OR OWNER'S AGENT WILL APPLY FOR POWER. ALL PROVISIONS FOR TEMPORARY POWER WILL BE OBTAINED BY THE CONTRACTOR.
27. TELEPHONE OR FIBER SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
28. ELECTRICAL AND TELCO/FIBER RACEWAYS TO BE BURIED A MINIMUM DEPTH OF 30", UNLESS OTHERWISE NOTED.
29. CONTRACTOR SHALL PLACE 6" WIDE DETECTABLE WARNING TAPE AT A DEPTH OF 6" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRIC" OR "BURIED TELECOM".
30. ALL BOLTS SHALL BE 3-16 STAINLESS STEEL

GROUNDING NOTES:

1. ALL HARDWARE SHALL BE 3-16 STAINLESS STEEL, INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED, BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR SIZED TO MATCH COMPONENTS OR LOG SIZE.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.
4. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFFA) 780 (LATEST EDITION), AND MANUFACTURER.
5. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
6. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING #6 GROUND WIRES. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
7. ALL GROUND CONNECTIONS SHALL BE #6 AWG, UNLESS OTHERWISE NOTED. USE SOLID COPPER, BLACK JACKETED WIRE ON NON WOOD POLES AND SOLID TINNED COPPER, BARE (NO JACKET) WIRES ON WOOD POLES. BLACK WIRES WILL USE A SINGLE STRIPE OF GREEN ELECTRICAL TAPE WITHING 12" OF THE CONNECTION POINTS TO IDENTIFY AS GROUNDING WIRE.
8. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
9. ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED A MINIMUM OF 30" BELOW GRADE/ 6+ BELOW FROST-LINE IN TRENCH, UNLESS OTHERWISE NOTED. BACK FILL SHALL BE COMPACTED AS REQUIRED BY ARCHITECT/ENGINEER.
10. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
11. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:
  - A. BURNDY, HY-GRADE U.L. LISTED CONNECTORS FOR OUTDOOR USE OR AS APPROVED BY APPLICANT PROJECT MANAGER.
  - B. CADWELD, EXOTHERMIC WELDS (WELDED CONNECTIONS).
  - C. ONE (1) OR (2) HOLES TINNED COPPER COMPRESSION (LONG BARREL) FITTINGS.
12. ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DIEMARK VISIBLE AT THE CRIMP (RESULTING FROM USE OF PROPER CRIMPING DEVICES) AND WEATHER-PROOFED WITH HEAT SHRINK.
13. ALL CONNECTION HARDWARE SHALL BE TYPE 3-16 STAINLESS STEEL (NOT ATTRACTED TO MAGNETS).
14. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-82 AND SHALL BOND ALL (E) AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODE SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

1. RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR THOSE STANDARDS OF THE EQUIPMENT MANUFACTURER OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT THAT MEET INDUSTRY STANDARDS OF THE MANUFACTURER OR THOSE STANDARDS PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
3. CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.
4. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT WILL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE PROPER TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT.

5. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESENTED PRIOR TO ENERGIZING AND TURN UP OF ANY EQUIPMENT.
6. GPS EQUIPMENT (WHEN REQUIRED) IS NOT TO BE TESTED OR ATTACHED TO ANY CABLING DURING TESTING, DOING SO WILL DAMAGE THE GPS UNIT.
7. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURES THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A QUALIFIED DESIGNATED TESTING REPRESENTATIVE.
8. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVES APPROVAL TO ENERGIZE THE EQUIPMENT.

SITE WORK NOTES:

1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
2. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
3. ALL (E) UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL (E) UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING (E) UTILITIES.
4. CONTRACTOR SHALL VERIFY ALL (E) UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER OR MOBILITIE CM FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT THEIR OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL UTILITY LOCATE HOT LINE, SUCH AS 811, FOR UTILITY LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
5. ALL NEW AND (E) UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK. ANY COST RELATED TO ADJUSTING (E) STRUCTURES SHALL BE BORNE SOLELY BY THE CONTRACTOR.
6. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO (E) GRADES AT THE GRADING LIMITS.
7. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.



3475 PIEDMONT ROAD NE  
SUITE 1000  
ATLANTA, GEORGIA 30305  
PHONE: (312) 638-5400



736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

PROJECT NUMBER:	XXXX
DRAWN BY:	SB
CHECKED BY:	WW

1	09-15-17	FINAL CDs
0	07-10-17	FINAL CDs

SEAL:

SIGNATURE *O. Williams*

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WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE:  
**GENERAL NOTES**

SHEET NUMBER  
**GN-2**

SITE WORK NOTES CONT'D

8. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DRY DENSITY, UNLESS OTHERWISE NOTED.
9. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
10. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
11. ANY FILLS PLACED ON (E) SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE (E) SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
12. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO DEBRIS, PAPER, TRASH, WEEDS, BRUSH, EXCESS FILL, OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
13. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
14. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

ENVIRONMENTAL NOTES:

1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE.
3. CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL FENCING AND PROTECTIVE MEASURES AS REQUIRED BY THE LOCAL JURISDICTION WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF SITE DRAINAGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
8. SEEDING AND MULCHING AND/OR SODDING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE, BUT IS NOT LIMITED TO SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
10. RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.

11. GC TO PLACE FILTER MATERIAL AT ALL CATCH BASINS ADJACENT TO CONSTRUCTION SITE TO PREVENT SOLID WASTE CONTAMINATION FROM ENTERING SEWER SYSTEM

FOUNDATION, EXCAVATION AND BACKFILL NOTES:

1. ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL, UNLESS OTHERWISE NOTED.
2. BACKFILL OF THE POLES SHALL BE PERFORMED BASED ON THE WATER TABLE. FLOWABLE FILL MIXTURES PURCHASED FROM CONCRETE PLANTS WILL BE USED INSTEAD OF FOAM IN WATER TABLE AREAS.
  - A: NORMAL SOILS ORDER OF PREFERENCE – FOAM, FLOWABLE FILL, CONCRETE, COMPACTED AGGREGATES
  - B: HIGH WATER TABLE SOILS ORDER OF PREFERENCES – FLOWABLE FILL, CONCRETE, COMPACTED AGGREGATES.
3. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR FROZEN SOILS, AND WITHOUT THE PRESENCE OF POUNDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
4. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF ADEQUATE BEARING CAPACITY IS NOT ACHIEVED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATION. CRUSHED LIME STONE #57 MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
5. ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE, FREE FROM CLODS OR LARGE STONES OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
6. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 6" THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
7. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
8. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL (FINISH) ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER. FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED.
9. NEWLY GRADED GRAVEL SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY TYPAR GEOSYNTHETICS OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE RECURRENCE OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH EVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED. I.E. FDOT TYPE NO. 57 FOR FENCED COMPOUND; FDOT TYPE NO. 67 FOR ACCESS DRIVE AREA, UNLESS OTHERWISE NOTED.
10. IN ALL AREAS TO RECEIVE FILL: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL BIND WITH (E)/PREPARED SOIL SURFACE.
11. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILLS.

12. IN AREAS WHICH (E) GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES.

13. (E) GRAVEL SURFACING MAY NOT BE REUSED.

14. GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.

15. PROTECT (E) GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING 'MATTS' OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO (E) GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS.

16. DAMAGE TO (E) STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/ OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.

17. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT.



3475 PIEDMONT ROAD NE  
SUITE 1000  
ATLANTA, GEORGIA 30305  
PHONE: (312) 638-5400



736 CARNEROS CIRCLE  
HIGH POINT NC, 27265

PROJECT NUMBER:	XXXX
DRAWN BY:	SB
CHECKED BY:	WW

1	09-15-17	FINAL CDs
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SEAL:

SIGNATURE *O. Williams*

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WA90XSCM1A  
9VAB002246  
COMMERCE STREET &  
UNION STREET  
OCCOQUAN, VA 22125  
NEW WOOD UTILITY POLE

SHEET TITLE  
**GENERAL NOTES**

SHEET NUMBER  
**GN-3**

**Town of Occoquan, Virginia**  
**Notice of Public Hearing and Invitation to**  
**Bid on a Non-Exclusive Franchise for**  
**Telecommunications Equipment**

Notice is hereby given pursuant to §§ 15.2-1800 and 15.2-2100 of the Code of Virginia, as amended, that the Council of the Town of Occoquan, Virginia, a Municipal Corporation of the Commonwealth of Virginia, proposes a non-exclusive franchise to permit use of public rights of way within the corporate limits of the Town of Occoquan, Virginia, for location and operation of telecommunications equipment on new or existing utility poles for a term of ten years with up to three renewal terms of five years each, and invites (i) public comment and (ii) bids thereon. Bids shall be in writing and delivered to Town Council, 314 Mill Street, Occoquan, Virginia 22125 no later than June 5, 2018 at 7:00 p.m., local time, in open session of Council to the presiding officer of Council. A copy of the full text of the ordinance is on file in the Office of the Town Clerk, 314 Mill Street, Occoquan, Virginia.

If multiple bids are submitted, the Town Council will refer them to the Town Manager for a recommendation based on the interests of the Town. Town Council may make other investigations of bidders as it sees fit. The Town reserves the right to reject any and all bids.

5/25 & 6/1/18



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>9. Regular Business</b>	<b>Meeting Date:</b> June 5, 2018
<b>9 A: Request to Approve Revised Development Fee Schedule</b>	

**Explanation and Summary:**

This is a request to revise the Development fee schedule to reflect actual costs incurred by the Town for required Erosion and Sediment Control (E&S) inspections. Currently, the cost per inspection is \$125; however, actual town costs for this service have been trending lower. This revision will lower the E&S inspection costs to \$85 per inspection, which is the hourly rate charged to the town for this service. There are no other proposed changes to the fee schedule at this time.

**Engineer's Recommendation:** Recommend approval.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to approve the revised building fee schedule as presented effective June 5, 2018."

OR

Other action Council deems appropriate.

**Attachments: (1)** Revised Development Fee Schedule



**TOWN OF OCCOQUAN**  
 314 Mill Street | PO Box 195  
 Occoquan, VA 22125

(703) 491-1918  
 info@occoquanva.gov  
 www.occoquanva.gov

## DRAFT FEE SCHEDULE

### I. Development Fee Schedule

“Contractor’s review charge” include costs incurred by the Town for Town Attorney, Town Engineer, Zoning Administrator, and any other consulting services required during the review of submissions. Terms defined in the Town Code have the same meaning when used in this schedule.

Service	Fee
Rezoning (Zoning Map Amendment)	\$200 + Contractor’s Review Charge
Special Use Permit (Use)	\$200 + Contractor’s Review Charge
Variance Request (Zoning)	\$200 + Contractor’s Review Charge
Appeal to BZA	\$200 + Contractor’s Review Charge
Site Plan Review	\$200 + Contractor’s Review Charge
Preliminary Site Plan Review	\$200 + Contractor’s Review Charge
Revision to Approved Plan/Plat	\$200 + Contractor’s Review Charge
Preliminary Subdivision Plat/Plan Review	\$200 + Contractor’s Review Charge
Final Subdivision Plat/Plan Review	\$200 + Contractor’s Review Charge
Public Improvement Plan Review	\$200 + Contractor’s Review Charge
Easement Plat Review	\$200 + Contractor’s Review Charge
WQIA Review	\$200 + Contractor’s Review Charge
Major Landscape Plan Review	\$200 + Contractor’s Review Charge <i>(No charge if part of another plan)</i>
Waiver/Exception Request Review	\$200 + Contractor’s Review Charge
E & S Control Plan Review	\$200 + Contractor’s Review Charge <i>(No charge if part of another plan)</i>
Miscellaneous Plat or Plan Review	\$200 + Contractor’s Review Charge
Retaining Wall Design Review	\$200 + Contractor’s Review Charge
Land Disturbance Permit	\$200 per permit
E & S Inspections	<del>\$125</del> <u>\$85</u> per inspection
E & S Reinspections/Compliance	\$85 per hour
Bond Reduction or Release Inspection	\$200 + Contractor’s Review Charge
Zoning Compliance Review*	\$75 per request
Miscellaneous Zoning Review	\$75 + Contractor’s Review Charge
Signage Permits	\$10 per sign

\*Zoning certification is required prior to issuance of building permits.

## II. VSMP

Terms defined in Chapter 3.1 of Title 62.1 of the Code of Virginia, and in regulations thereunder, have the same meaning when used in this schedule.

The following total fees to be paid by an applicant apply to any operator seeking coverage under a General Permit for Discharges of Stormwater from Construction Activities, a state or federal agency that does not file annual standards and specifications, or an individual permit issued by the Board. On and after approval by the Board of a VSMP authority for coverage under the General Permit for Discharges of Stormwater from Construction Activities, no more than 50% of the total fee to be paid by an applicant set out in this part shall be due at the time that a stormwater management plan or an initial stormwater management plan is submitted for review in accordance with [9VAC25-870-108](#). The remaining total fee balance to be paid by an applicant shall be due prior to the issuance of coverage under the General Permit for Discharges of Stormwater from Construction Activities.

When a site or sites are purchased for development within a previously permitted common plan of development or sale, the applicant shall be subject to fees ("total fee to be paid by applicant" column) in accordance with the disturbed acreage of their site or sites according to the following table.

VSMP Fee Category	Total Fee to be paid by applicant	Department portion of "total fee to be paid by applicant" (based on 28% of total fee paid*)
Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 2,500 square feet and less than one acre)	\$290	\$0
General / Stormwater Management - Small Construction Activity/Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage)/Land Clearing (Single-family detached residential structures within or outside a common plan of development or sale with land-disturbance acreage less than five acres)	\$209	\$0
General / Stormwater Management - Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land-disturbance acreage less than one acre, except for single-family detached residential structures)	\$290	\$81
General / Stormwater Management - Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres)	\$2,700	\$756
General / Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 10 acres)	\$3,400	\$952
General / Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$4,500	\$1,260
General / Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$6,100	\$1,708
General / Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 100 acres)	\$9,600	\$2,688
Individual Permit for Discharges of Stormwater from Construction Activities (This will be administered by the Department)	\$15,000	\$15,000

\* If the project is completely administered by the Department such as may be the case for a state or federal project or projects covered by individual permits, the entire applicant fee shall be paid to the Department.

The following fees apply to coverage under the General Permit for Discharges of Stormwater from Construction Activities issued by the Board for a state or federal agency that has annual standards and specifications approved by the Board.

<b>VSMP Fee Category</b>	<b>Total Fee to be paid by applicant</b>
General / Stormwater Management - Phase I Land Clearing (Large Construction Activity - Sites or common plans of development equal to or greater than five acres)	\$750
General / Stormwater Management - Phase II Land Clearing (Small Construction Activity - Sites or common plans of development equal to or greater than one acre and less than five acres)	\$450