Agenda
Monday, June 23, 2025, 6:30 PM

Work Session, 6:00 PM
Council Chambers Conference Room, City Hall, 114 North Broad Street, Salem, Virginia 24153
Regular Session, 6:30 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

WORK SESSION

1. Call to Order

2. New Business

A. Discussion Items

Stormwater Discussion

3. Adjournment

REGULAR SESSION

1. Call to Order

2. Pledge of Allegiance

3. Bid Opening, Awards, Recognitions

4. Consent Agenda

A. **Citizen Comments**

Comments from the public, limited to five minutes, on matters not already having a public hearing at the same meeting.

B. **Minutes**

Consider acceptance of the June 9, 2025, Work Session and Regular Meeting minutes.

C. **Financial Reports**

Consider acceptance of the Statement of Revenues and Expenses for the eleven months ending May 2025.

5. Old Business

A. **Amendment to the Zoning Ordinance**

Consider ordinance on second reading for the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District. (Approved on first reading at the June 9, 2025, meeting.)

6. New Business

A. **TAP Lease**

Authorize the City Manager to finalize and execute a lease agreement with Total Action for Progress in the Roanoke Valley (TAP) for City property located at 1031 South College Avenue.

B. **Lease Amendment with U S General Services Administration**

Consider authorizing the City Manager to finalize and execute a lease renewal with the United States Government providing office space in a City facility located at 36 East Calhoun Street.

C. **Lease Agreement with T-Mobile Northeast LLC**

Consider authorizing the City Manager to finalize and execute a new lease agreement with T-Mobile Northeast, LLC effective upon expiration on February 13, 2027 of the existing lease for cellular equipment on the Kime Lane water tank.

D. **Appropriation of Funds**

Request to accept and appropriate donations from Rotary Club of Salem and appropriate funding from the Salem School Division

E. **Fiscal Agent Agreements**

Consider approval of the fiscal agent agreements with Court Community Corrections Program and Cardinal Criminal Justice Academy.

7. Adjournment

SALEM VA

CITY COUNCIL

MINUTES

Monday, June 9, 2025 at 6:30 PM
Work Session, 6:00 PM
Council Chambers Conference Room, City Hall, 114 North Broad Street, Salem, Virginia 24153
Regular Session, 6:30 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

WORK SESSION

1. Call to Order

A work session of the Council of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 N. Broad Street, Salem, Virginia, on June 9, 2025, at 6:00 p.m., there being present the following members of said Council to wit: Renée Ferris Turk, Mayor (participated remotely); Anne Marie Green, Vice-Mayor; Council members; Byron Randolph Foley, H. Hunter Holliday, and John Saunders (participated remotely); with Anne Marie Green, Vice-Mayor, presiding; together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosemarie B. Jordan, Director of Finance; Crystal Williams, Assistant to the City Manager; and Laura Lea Harris, Deputy Clerk of Council; and the following business was transacted;

Vice-Mayor Green reported that this date, place, and time had been set in order for the Council to hold a work session; and

2. New Business

A. Discussion Items

Discussion of 2026 Legislative Agenda Process

Mr. Light noted that Council had requested starting the 2026 Legislative Agenda process earlier than previous years. He shared a copy for Council's review of the past five Legislative Agendas adopted by Council and stated that the purpose of this Work Session was to determine what Council would like to do going forward.

Discussion was held by Council on options for potentially meeting to hold discussion with legislators. Mr. Holliday volunteered to check on the availability of Salem's legislators. Discussion was also held on items to be included in this year's Legislative Agenda.

3. Adjournment

There being no further business, Vice-Mayor Green adjourned the meeting at 6:25 p.m.

REGULAR SESSION

1. Call to Order

A regular meeting of the Council of the City of Salem, Virginia, was called to order at 6:30 p.m., there being present the following members to wit: Renée Ferris Turk, Mayor (participated remotely); Anne Marie Green, Vice-Mayor; Councilmembers: Byron Randolph Foley, H. Hunter Holliday, and John Saunders (participated remotely); with Anne Marie Green, Vice-Mayor, presiding together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosemarie B. Jordan, Director of Finance; Chuck Van Allman, Director of Community Development; Clark Ruhland, Communications Specialist; and Jim Guynn, City Attorney.

2. Pledge of Allegiance

Vice-Mayor Green requested that Mr. Light read requests from Councilman Saunders and Mayor Turk to participate remotely in this Council meeting.

Mr. Light noted that Mr. Saunders asked him to read the following request on his behalf: "In accordance with Section 2.2- 3708.3 B(1) of the Code of the Commonwealth of Virginia and the Remote Participation Policy of the City of Salem, I hereby request to participate remotely due to a temporary medical condition."

Mr. Light continued that Mayor Turk asked that he read the following request on her behalf: "In accordance with Section 2.2- 3708.3 B(4) of the Code of the Commonwealth of Virginia and the Remote Participation Policy of the City of Salem, I hereby request to participate remotely due to a personal matter, specifically that I am out of town."

Randy Foley motioned to accept the remote participation statements of Mr. Saunders and Mayor Turk. Hunter Holliday seconded the motion.

Ayes: Hunter Holliday, Randy Foley, Anne Marie Green
Nays: None
Abstaining: John Saunders, Renee Turk

Vice-Mayor Green noted that she was going to be deviating from the agenda for a comment from Mr. Foley.

Mr. Foley noted for the information of those present that he wished to recognize the life and service of Mr. Howard Packett, who died this past Saturday at the age of 92. He shared that Mr. Packett had served on City Council for 24 years and that he was Mayor from 2006 through 2008. He requested that a moment of silence be observed for his service to this community and the family.

3. Bid Opening, Awards, Recognitions

A. **Presentation of Certificate of Achievement for Accreditation - City of Salem Sheriff's Office**

Program Director Todd Clingenpeel for the Virginia Law Enforcement Professional Standards Commission and Roanoke City Sheriff Antonio Hash will present Sheriff Christopher Shelor, Accreditation Manager, Captain Jonathan Branson, and the entire Salem Sheriff’s Office staff the Certificate of Accreditation. This is the sixth certificate of achievement for the Salem Sheriff’s Office, an accredited agency since 2005.

Vice-Mayor Green welcomed Todd Clingenpeel and Roanoke City Sheriff Antonio Hash and asked Sheriff Chris Shelor and other members of the City of Salem Sheriff's Office to come forward to receive the presentation.

Todd Clingenpeel, Program Director for the Virginia Law Enforcement Professional Standards Commission, addressed City Council to recognize the Salem Sheriff's Office for achieving accreditation, an honor attained by only 110 out of 428 agencies in Virginia. The speaker shared personal reflections on the significance of the location and longstanding ties with the Sheriff's Office, including past leadership and service history. He highlighted the often unseen dedication and compassion of deputies, including handling mental health crises, transporting vulnerable individuals, and providing care in critical situations. He emphasized the professionalism, integrity, and accountability of the office, as noted by independent assessors who reviewed 192 standards and over 500 compliance bullet points. The assessors commended the agency’s commitment to service and high operational standards. The speaker expressed pride in the office’s achievements and introduced Sheriff Hash from Roanoke City, a commissioner, to offer additional remarks.

Roanoke City Sheriff, Antonio Hash, serving as a commissioner of the Virginia Law Enforcement Professional Standards Commission (VLEPSC), addressed City Council to formally present the Salem Sheriff's Office with its sixth accreditation award. Sheriff Hash commended the department’s leadership and staff, noting that excellence in leadership is reflected in the performance and professionalism of the entire team. He emphasized that accreditation is not given lightly but earned through rigorous adherence to state standards. The Salem Sheriff's Office was recognized for not only meeting but in some cases exceeding those standards. Sheriff Hash presented the certificate, which confirms that the office was officially accredited on May 29, 2025, for a four-year term. Sheriff Hash noted that this was the sixth certificate of achievement for the Salem Sheriff's Office. He closed by acknowledging the dedication, teamwork, and daily hard work of the department in serving the community and maintaining professional law enforcement standards across the Commonwealth.

Salem Sheriff Chris Shelor expressed appreciation to Program Director Todd Clingenpeel, Sheriff Hash, the Virginia Law Enforcement Professional Standards Commission, and the board for their support in the accreditation process. He acknowledged that the success of the Salem Sheriff's Office stems from the dedication of current staff and those who served before him. Sheriff Shelor gave special recognition to Captain Branson for his significant contributions throughout years two through four of the accreditation process, and to Todd Clingenpeel for leading the first year. He noted the office's ongoing commitment to collaboration with the City of Salem in the future.

Vice-Mayor Green noted that law enforcement accreditation is important for the entire City and expressed appreciation and congratulations to the Salem Sheriff's Office.

Mike Stevens took pictures of Council with those present for the presentation.

4. Consent Agenda

A. **Citizen Comments**

Comments from the public, limited to five minutes, on matters not already having a public hearing at the same meeting.

Ralph Claussen, 827 Marston Street, expressed concerns about shifts in the culture and academics of Salem City Schools. He urged stronger policies to ensure student safety and uphold academic standards, and advocated for increased parental involvement in curriculum decisions, including advance notice and opt-out options for assigned reading materials. He called for continued collaboration among city leaders, educators, and parents, and offered his support in promoting positive change for students.

Cynthia Munley, 425 Roanoke Boulevard, reiterated concerns about the environmental and public safety risks posed by the Mountain Valley Pipeline (MVP), particularly its proximity to Salem's critical infrastructure and water sources, despite the pipeline not crossing Salem city limits directly. She criticized past decisions by local and state officials and highlighted potential future harm. The speaker urged renewed collaboration with citizens to protect Salem's water quality and environmental future.

John Breen, 142 Bogey Lane, raised concerns regarding the City's handling of property acquisitions and sales, citing insufficient due diligence in a 2022 land purchase. He also referenced the 2016 sale of 630 Union Street, asserting it was not properly marketed, sold below value, and that the buyer failed to meet development deadlines. Mr. Breen urged the City to exercise its option to repurchase the Union Street property due to unmet development commitments and called for stronger protections, transparency, and accountability in future transactions.

Stella Reinhard, 213 N. Broad Street, congratulated the City on its recent downtown mural, noting its contribution to community identity and long-term economic development. She emphasized the importance of elections, referencing recent candidate forums. She encouraged open dialogue on key issues, supported the timely implementation of policy changes, and advocated for greater transparency, specifically suggesting that two-by-two meetings and Council Work Session meetings be recorded or livestreamed.

B. **Minutes**

Consider acceptance of the May 27, 2025, Special Meeting Closed Session and the May 27, 2025, Regular Meeting minutes.

The minutes were approved as written.

5. Old Business

There was no old business this evening.

6. New Business

A. **Amendment to the Zoning Ordinance**

Hold a public hearing and consider ordinance on first reading for the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

Vice-Mayor Green asked Mr. Van Allman if he had any information to add this evening.

Mr. Van Allman responded that he had no new information to add this evening.

Vice-Mayor Green opened the public hearing and explained the process that would be used for the speakers this evening.

Vice-Mayor Green asked if the petitioner would like to come forward and make a statement first.

Patrick Snead, 302 Live Oak Court, spoke on behalf of Riverland Oaks, LLC, regarding a request to rezone 19 Carey Avenue from Residential Single-Family District to Residential Business District to match the adjacent parcel at 114 Brand Avenue, which is already zoned RB. He stated the intent is to combine the two lots to allow for a cohesive townhome development, rather than a disjointed mix of housing types. Snead acknowledged existing neighborhood concerns about stormwater and invited project engineer Chris Burns (Balzer & Associates) to address technical aspects. He emphasized the company's commitment to high-quality construction and ongoing maintenance, citing prior successful projects in Salem.

Vice-Mayor Green requested that Mr. Snead address the offered proffers before leaving the podium.

Mr. Snead noted that, if approved, the only use for the property would be townhomes. In addition, access would only be off Brand Avenue, and there would be no access from Carey Avenue.

Chris Burns, Balzer & Associates, provided additional context regarding stormwater concerns related to the proposed rezoning of 19 Carey Avenue. He acknowledged existing drainage issues in the area, noting that the site includes part of a neighborhood low spot. He clarified that these issues cannot be resolved solely through the proposed development and require broader City involvement. Burns stated that, regardless of zoning outcome, stormwater management will be addressed during the site plan phase. He noted ongoing collaboration with City staff and a separate contract to study and propose solutions, expressing confidence that a viable solution is achievable. He further suggested that a unified townhome development would allow for a more cohesive and effective stormwater design compared to a mixed residential layout.

Councilman Foley asked for the public's benefit how many units they are anticipating.

Mr. Burns responded that the current RB parcel could be developed to six townhomes and the current RSF parcel could be developed as two single-family homes. Thus, as currently zoned, eight units could be built. They are requesting to build ten and they would be roughly the same size as the eight that could currently be built.

City Manager Dorsey asked Mr. Van Allman to speak about the stormwater issues that Mr. Burns had addressed and specifically, public land versus private land and legally what the City can and cannot do.

Mr. Van Allman addressed stormwater issues near Carey Avenue, noting that water accumulates in low-lying areas and threatens the structural integrity of the public roadway. He stated that the City is responsible for maintaining the road and plans to install infrastructure to improve drainage along Carey Avenue. This system will be designed to accommodate future development and provide connection points for additional drainage solutions. He emphasized that while the City cannot perform work on private property, improvements within the public right-of-way will help mitigate water retention, protect the roadway, and offer a framework for broader neighborhood drainage relief.

Mayor Turk asked to clarify that, for the situation the City is responsible for, the City will be providing a way to drain water coming down the road so that citizens would be able to tap into that to drain the water out of their property.

Mr. Van Allman confirmed that this was correct. He added that the intention was, if anything is developed in that location, to provide a convenient method for them to be able to reach one of the inlets on City property and tie into it to drain. He indicated that the problem was that the soil saturates and the water has no way of getting out. Mr. Van Allman noted that the City is obligated to maintain the integrity of the road, but that people would be able to take a yard drain and take it out to either a ditch or some method that flows into the City system, then it would flow out with the rest of the stormwater.

Mayor Turk indicated that it was her understanding that when those homes were built, the developers had followed the Code at that time.

Mr. Van Allman confirmed this.

Mayor Turk asked Mr. Van Allman to confirm that the situation had worsened and the City is planning to provide a way for those owners to tie into the City system from their private property in order to help drain the water that continues to pool on their properties.

Mr. Van Allman responded affirmatively and added that the current situation was a detriment to the road also and needed to be addressed on public property. The City would allow connections to this from private property. This is not saying that the City is responsible for issues on private property.

Mayor Turk asked Mr. Van Allman to confirm that the City would not be going on private property to make any corrections on those properties.

Mr. Van Allman confirmed this and repeated that the City does not do work on private property unless they have an easement to do so and that, even then, it would be only under almost emergency circumstances.

Councilman Holliday asked Mr. Van Allman if he had a number of residents that were affected on Carey Avenue with water buildup in their yards, and if there was an estimate of the cost associated with them hooking up to the City.

Mr. Van Allman indicated that he would not be comfortable giving an estimate. He noted that the main concern right now is to get the trunk line to drain the road.

Councilman Holliday asked how many residents on Carey Avenue are affected by water standing in their yards.

Mr. Burns asked for permission to respond to this question. He shared that there are most likely not a lot of properties that specifically have standing water, but that most of the properties are probably impacted in some way. He noted a mosquito problem. He indicated that if a stormwater system were installed up Carey Avenue that this issue would be solved.

Councilman Holliday asked Mr. Burns if they would make sure that the new townhomes were connected to the drain.

Mr. Burns responded that there was a timing aspect involved, and that all of this was contingent on the City system being in place when they proceed with development but that this would be the ideal scenario.

Mr. Dorsey asked Mr. Burns if all of the houses on Carey Avenue that have water are below their site or just a few would be affected.

Mr. Burns responded on the stormwater flow patterns near Carey Avenue, noting that the area generally drains toward Main Street but currently lacks a pipe system to support proper drainage. He explained that development downstream of the subject property has created barriers, trapping water in low areas.

He emphasized that the proposed development presents an opportunity to work collaboratively with the City and the neighborhood to implement an effective drainage solution that benefits both the project and surrounding properties.

Mr. Van Allman addressed the long-standing lack of consistent stormwater regulations for residential development, noting that past policies did not require stormwater planning or protections against foundation flooding. As a result, natural overland water flow has often been obstructed by construction or debris, leading to localized ponding. He emphasized that while the City cannot resolve these issues overnight, current efforts focus on protecting public roadways. Infrastructure improvements in public areas, such as along Carey Avenue, could also help alleviate broader neighborhood drainage concerns over time.

Mayor Turk noted that Council wants to protect the citizens that live in that area and asked if tapping into whatever drainage system that the City puts in to remove water from the road surface would be enough to solve the problem. She asked Mr. Van Allman to explain how this was going to protect the citizens on that street.

Mr. Van Allman responded that they are working with the project engineer to develop a watershed model for the area. The plan includes analyzing stormwater volume during various storm events and conservatively sizing drainage pipes to meet current and future capacity needs. The goal is to effectively convey stormwater to Main Street, in compliance with applicable standards. Staff emphasized that the City will meet the same requirements it sets for private developers.

Mayor Turk asked to confirm that if what he was saying was that the size of the drainage pipe that would be used would be large enough to handle whatever runoff would be coming from those neighboring homes and coming down the street itself.

Mr. Van Allman responded affirmatively.

Mayor Turk asked if this would be able to handle greater storms and amounts of water in the future.

Mr. Van Allman confirmed this and noted that there would be a limit on how much development could be done because of the amount of open land.

Vice-Mayor Green called the first three speakers to the podium to speak.

Nathan O'Kane, 934 Roanoke Boulevard, noted that he did not wish to speak on the public hearing but on another topic. It was clarified that this time was only reserved for speakers on the public hearing for this specific rezoning request but that he was welcome to email them with his comments.

Dennis Dessureau, 108 Carey Avenue, shared pictures with Council of both the past and current situation on Carey Avenue. He spoke on behalf of neighbors to express concerns regarding a longstanding surface water runoff problem affecting multiple properties in the area. He warned that the proposed rezoning and future development could worsen flooding conditions if proper stormwater infrastructure is not implemented. The speaker urged the City to delay approval until a runoff solution is in place and the developer presents a plan that protects existing homes. Concerns included health risks, property damage, and lack of prior City action.

Rebecca Horton, 419 Roanoke Boulevard, property owner of 112 Brand Avenue, expressed concerns that the proposed development could alter the grading and elevation of the site in a way that would increase stormwater runoff onto her property, which has not experienced flooding in 14 years. She questioned whether planned drainage improvements focused on Carey Avenue would adequately address potential runoff impacts on neighboring Brand Avenue properties. The speaker requested that these concerns be considered in the development planning process.

Christi Combs, 119 Carey Avenue, expressed concerns that proposed development could worsen existing stormwater issues affecting her property, which borders the site. While her home has not flooded in 21 years, water regularly pools in her yard near the property line. She noted that grading the development site could eliminate natural low areas that currently help manage runoff, potentially increasing flood risk. She also questioned whether any drainage infrastructure would be installed along the rear of the property and asked who would be liable for damages if nearby homes flood as a result of the development.

Kenneth Griggs, 145 Carey Avenue, expressed ongoing concerns about flooding on his property during heavy rains, noting that water routinely reaches within 10 feet of his home and can take up to four weeks to recede. He reported water runoff from three nearby businesses and emphasized that stagnant water poses health risks due to excessive mosquito activity, making outdoor use of his property unsafe for his grandchildren. The speaker urged the City to take action, stating that drainage issues have persisted for over 30 years without resolution.

Dynasty McNeill, 118 Carey Avenue, expressed concern over two issues:
(1) Stormwater and Drainage: She emphasized long-standing flooding issues and inquired about the timeline for planned infrastructure improvements. Mr. Van Allman confirmed that plans are in progress to install stormwater infrastructure to protect the roadway, with provisions allowing homeowners to connect to the system at their own expense. She asked whether nearby businesses contributing to water runoff would be required to tie into the new system and was informed such connections would be voluntary and not mandated by the City; and (2) Rezoning and Neighborhood Character: Ms. McNeill also opposed the rezoning of 19 Carey Avenue, citing concerns that approval could lead to further rezoning of adjacent properties (including 311 Carey and others), potentially changing the character of the neighborhood. She stressed that the area is primarily single-family and pedestrian-friendly, and that increased density or commercial uses would negatively impact safety and quality of life.

Virginia All, 107 Carey Avenue, confirmed that she did not wish to speak.

Phil Beland, 312 Carey Avenue, noted that he was not personally affected by flooding. He spoke in strong support of their neighbors' concerns regarding stormwater runoff and urged the City to fully address drainage issues before allowing further development. He also expressed concern about quality-of-life impacts, specifically the proliferation of mosquitoes due to standing water, which limits outdoor activity for residents, including children and individuals with mobility challenges.

Fawn Robbins, 311 Carey Avenue, expressed concern about the timing of stormwater mitigation efforts, noting that longstanding issues are only now being addressed as development is proposed. She also urged the City to consider the potential for increased traffic and its impact on neighborhood safety and quality of life.

Madison Osburn, 17 Carey Avenue, noted that she recently purchased the property, unaware of the proposed rezoning. She spoke in opposition to the development of townhomes behind her home. She expressed concern over the scale and impact of the project, citing its inconsistency with the existing single-family neighborhood, potential reductions in property value, potential water run-off problems, loss of privacy, safety, and increased traffic and noise. She emphasized that the city's original RSF zoning was intended to preserve neighborhood character and urged the City to uphold that vision by allowing only single-family development on the lot.

Vice-Mayor Green asked if there was anyone else who wished to speak on this topic.

Vice-Mayor Green closed the public hearing.

Councilman Foley noted that he had read through the Planning Commission minutes and felt that he understood the concerns that were voiced. He felt that those concerns would still be applicable whatever was built on that property.

Randy Foley moved to rezone this property as stated to RB Residential Business District. Mayor Turk seconded the motion.

Councilman Holliday expressed support for the concerns raised by residents and emphasized the need for the City to establish a clear timeline for addressing stormwater infrastructure improvements before permitting new development. He suggested that any future construction should be contingent on the ability to tie into the planned drainage system and recommended exploring options for nearby businesses on Brand Avenue to also connect. Due to the ongoing nature of the issue, Mr. Holliday noted that he would like to table the rezoning request until a timeline is in place and infrastructure plans are finalized. He indicated that his current vote would be "no."

Vice-Mayor Green asked when the second reading of the ordinance would be held.

Mr. Light responded that the second reading was scheduled for the next meeting, the second June meeting.

Vice-Mayor Green noted that she had some of the same concerns as Mr. Holliday. She understood that doing this project could be a catalyst for the City to move forward with what they have been trying to accomplish; however, she expressed concern about going forward with this project without knowing what was going to happen with the City project at the same time. She noted that there was a motion and second on the floor and asked for a roll call vote if there was no further discussion.

Ayes: Randy Foley, Renée Turk
Nays: John Saunders, Hunter Holliday, Anne Marie Green

The motion was denied.

Vice-Mayor Green noted that something needs to be done by the City on that street prior to considering further development in that location.

Mayor Turk noted that while some stormwater issues may not fall directly under the City's responsibility, they may still require management solutions. She suggested the City consider implementing a stormwater management fee or similar funding mechanism to address long-standing and worsening drainage issues in older neighborhoods. Mayor Turk emphasized that many homes were built to prior standards, but changing weather patterns have intensified flooding concerns. She stressed the need for proactive planning to protect residents and acknowledged personal experience in mitigating flooding on her own property.

Councilman Holliday expressed that the flooding issues in the affected neighborhood are not solely due to recent weather changes but have been ongoing for decades. He emphasized that allowing new construction without a viable drainage solution is inadvisable. Mr. Holliday supported the City's plan to work with a consultant to develop a stormwater pipeline along the roads and noted that affected residents may be willing to connect to the system at their own expense if it resolves the issue of standing water on their properties.

Mayor Turk acknowledged the longstanding stormwater issues on Carey Avenue and surrounding areas, noting that the concerns expressed by residents are valid and widely shared by Council. She stated that the City is taking steps to provide a drainage line along the public right-of-way, allowing residents the opportunity to connect and help manage runoff.

Vice-Mayor Green reiterated that the rezoning request had been denied this evening.

City Manager Dorsey asked to make one last statement. He expressed appreciation to staff, specifically Chuck and Rosie, along with the engineers, for their efforts in addressing the longstanding stormwater issues. He noted that while the project will be costly, staff has worked creatively to identify potential funding solutions, which may help explain prior delays. Mr. Dorsey thanked them for their commitment to moving the project forward.

B. **Amendment to the Zoning Ordinance**

Hold a public hearing and consider ordinance on first reading for the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

Vice-Mayor Green asked Mr. Van Allman if he had any comments on this item.

Mr. Van Allman noted that there were no problems with this request and that basically this request was to allow them to use this property as a playing field. He stated that this was a great use for the property as it was mostly in the floodway. He indicated that most communities that are able to find a way to use floodway property this way do so.

Vice-Mayor Green asked if the petitioner was present this evening.

Chris Burns; Balzer and Associates, 1208 Corporate Circle, Roanoke, Virginia; spoke on behalf of the petitioner, regarding a rezoning request for their property. The Salem Sabers organization seeks to add parking improvements due to increased demand and changes in nearby business operations. Historically, parking has been available along St. John Road and in neighboring business lots with staggered usage times, but this arrangement is becoming less viable. Upon discussing improvements with City staff, the organization learned the current recreational use is non-conforming under the existing HM Heavy Manufacturing zoning. As a result, they are requesting rezoning to HBD Highway Business District to accommodate the commercial outdoor sports and recreation use. Mr. Burns noted that HBD is appropriate given the property's floodway location and offered to answer any questions.

Vice-Mayor Green opened the public hearing.

No one came forward to speak.

Vice-Mayor closed the public hearing.

Randy Foley motioned to rezone the property at 151 St. John Road from Heavy Manufacturing District to Highway Business District as requested. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

C. **Public Hearing and Consider Lease for the Battery Energy Storage System (BESS) Project.**

Hold a public hearing and consider the lease of an approximate +/- 0.10-acre portion of Tax Map #150-2-4 owned by and located in the City of Salem, Virginia. (Advertised in the May 30, 2025, issue of *Cardinal News*.)

Vice-Mayor Green asked Mr. Light if he had any information that he would like to share on this item.

He explained that this had been discussed last year with the Battery Storage Project, and it had been noted that there would been multiple documents. The lease is a document that requires a public hearing, and staff is now ready to bring that before Council now to hold a public hearing and to ask Council to approve the lease. Council is also being asked to authorize the City Manager to execute this document.

Vice-Mayor Green opened the public hearing.

No one came forward to speak.

Vice-Mayor Green closed the public hearing.

Hunter Holliday motioned to approve the lease of an approximate +/- 0.10 acre portion of Tax Map #150-2-4 owned by and located in the City of Salem for the Battery Energy Storage System (BESS) project.

Randy Foley seconded the motion and amended it to add the language to authorize the City Manager to finalize and execute the lease agreement in a form acceptable to the City Attorney.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renée Turk
Nays: None
Abstaining: None

D. **Resolution 1503 - Revision of Maximum Pricing for Battery Energy Storage System (Bess) Project**

Consider revising the maximum price per kW-mo. established by Council at their November 12, 2024 Meeting.

Vice-Mayor Green asked Ms. Jordan for any information she would like to share on this item.

Ms. Jordan explained that, as discussed with City Council and the consultant. In the past, City Council had approved a maximum pricing for the Battery Energy Storage System. The economy, changing electric environment, and current tariffs that are coming into play have caused that pricing to require a slight increase. This evening, Council is being asked to revise the maximum price per kilowatt month that was established on November 12, 2024, to increase that to $9.92/kW-mo..

Anne Marie Green motioned to adopt Resolution 1503 revising the maximum price to $9.92/kW-mo. for which the City Manager is authorized to execute a BESS Storage Agreement in terms acceptable to the City Attorney. Hunter Holliday seconded the motion.

Councilman Foley noted for the record that this was Resolution 1503.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

E. **Resolution 1504 - Remote Participation Policy**

Consider adoption of Resolution 1504 to adopt a Remote Participation Policy for Council member participation in Council meetings for Fiscal Year 2025-2026.

Mr. Light noted that the Code of Virginia was amended effective July 1, 2024, with regard to remote participation. This requires an annual approval of a remote participation process. This item is just to fulfill that requirement. This annual remote participation requirement would be for July 1, 2025, through June 30, 2026.

Vice-Mayor Green referred to paragraph two of the policy which states that "On or before the day of a meeting. The Council member shall notify the Mayor." She asked who the Mayor would notify.

Mr. Guynn noted that this detail was not specified in the Code.

Randy Foley motioned to adopt Resolution 1504, adopting the City's remote participation policy for Fiscal Year 2025-2026. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

F. **630 Union Street Purchase Agreement Amendment**

Consider an amendment to the Purchase Agreement for 630 Union Street.

Vice-Mayor Green asked Mr. Dorsey if there was any information that he would like to share on this item.

Mr. Dorsey explained that this item goes back to what had been heard previously that there was an agreement by the City to sell this land, and it closed back on April 27, 2022. They had three years at that time to put a structure or to build on the land. They were not able to get that completed; however, a site plan has been turned in.

Mr. Van Allman noted that the review for this site plan is scheduled, and he believed it was the next day.

Mr. Dorsey noted that after the expiration, the City had 60 days to exercise its right to repurchase the property. As work had already been done on the property, the City got in touch with the owner. It was communicated that, as progress was being made, the City would potentially be able to give, at most, another 18 months to complete the project. After that point, the City would exercise its right to repurchase the property. Basically, Council is being asked to extend the deadline by 18 months to move forward. The City did not wish to lose the right to be able to repurchase, if necessary. The owner has experienced some delays, but they are moving forward at this time.

Councilman Holliday asked when the City purchased the property and what was the purchase price, what the property sold for in 2022, and the actual current value of the property. He asked if the City is getting the best deal for our citizens by extending this.

Mr. Van Allman indicated that he was not involved in that process. He suggested speaking with the Real Estate department for specific details and that this was handled by the previous City Manager.

Councilman Holliday gave estimates from his recollection without numbers in front of him of the City's purchase price, sale price, and current appraisal value. He indicated that he was curious as to the reason this was taking so long for the individuals to move forward with the project, as three years had passed. He did note that a site plan had been submitted.

Mr. Van Allman noted that he was aware that a deadline existed. He explained that Community Development was proceeding as normal with the review of the site plan, and this was not being expedited.

Mr. Dorsey stated that G & H Contracting was moving forward and using their own staff to do so. He noted that they had been busy with the Moyer project as well as a couple of other construction projects and were just able to start back on this project.

Mr. Guynn added that, from his understanding, this was the only offer that was received by the City.

Councilman Holliday asked if the City ever advertised the property.

Mr. Guynn responded affirmatively. He added that this made one wonder about the assessment.

Councilman Saunders noted, and asked Councilman Foley to correct any error in his facts, that Thalhimer had that property back in 2018-2019.

Councilman Foley indicated that he could not speak to the year, but that it was correct that Thalhimer was handling the property.

Councilman Saunders noted that this was during his first term on Council and he did not remember any other offers looking to purchase the land.

Councilman Foley noted that the owner was paying taxes on the assessed value of the property, so revenue was being received by the City for this.

Mayor Turk asked to confirm that the property was not purchased at the current value but at the value that the purchaser agreed on to purchase the property.

This was confirmed.

Mayor Turk noted that, in her opinion, it would not be prudent to back out on the agreement even though the value is currently higher.

Randy Foley motioned to authorize the City Manager to amend the Purchase Agreement with Union Street Plaza, LLC, to extend the time for completion by eighteen (18) months. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk

Nays: None
Abstaining: None

G. **Appropriation of Funds**

Request to appropriate a Marketing Program grant from Virginia Tourism Corporation.

Vice-Mayor Green asked Ms. Jordan if she had any information to share on this item.

Ms. Jordan noted that there was not any additional information in addition to what was included in the Council report other than the fact that the City had been awarded another $20,000 grant from the Virginia Tourism Corporation Destination Marketing Organization Marketing Program. A local match of $10,000 is required, which was included in the Fiscal Year 2026 budget. This evening, Council was being asked to appropriate the funds.

Hunter Holliday motioned to appropriate $20,000 as specified in the Council report. Randy Foley seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

H. **Appropriation of Funds**

Request to accept and appropriate Technical Assistance Grant funds from the Virginia Department of Housing and Community Development (VDHCD) and execute a Memorandum of Understanding

Ms. Jordan noted that the City had been awarded $3,425.00 from the Virginia Department of Housing and Community Development. This is going to be used to support and establish a 501(c)(3) organization to assist with the Main Street Approach program for revitalizing the downtown district. This evening, Council is being asked to appropriate the $3,425 and to authorize the City Manager to execute the Memorandum of Understanding between the City and VDHCD.

Mr. Light asked to add that staff would like to also ask that any of this grant not spent in the current year would be administratively appropriated in the subsequent fiscal year.

Randy Foley motioned to approve this motion as presented . Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

I. **Appropriation of Funds**

Request to transfer unallocated capital reserve for Fiscal Year 2026 Capital Improvement Plan projects. Audit - Finance Committee

Councilman Foley noted that the Fiscal Year 2026 budget was adopted on May 27, 2025. The budget included two projects to be funded by capital reserves. In accordance with the City's Capital Planning and Reserve Policy, contributions from the General Fund were previously appropriated to the capital reserve account and need to be transferred to specific projects as approved by City Council.

Randy Foley motioned to transfer $1,066,500 from the Capital Reserve account to the following expenditures accounts effective July 2025: Spartan Field-New LED Lights - $518,400 and Police Vehicle Replacement - $548,100. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

J. **Appropriation of Funds**

Request to appropriate and transfer funding for project contingency to the Water Capital Fund and Sewer Capital Fund and to appropriate additional 2024 General Obligation Bond proceeds. Audit - Finance Committee

Councilman Foley noted that funding is available in the Water Fund and Sewer Fund fiscal year 2025 operating budgets to be transferred to the Water Capital Fund and Sewer Capital Fund to create a project contingency in each capital fund. These contingency funds can be used with the approval of the City Manager to cover project shortfalls and change orders. A contingency of $50,000 will be transferred to each capital fund.

Also, 2024 General Obligation bonds were issued on November 26, 2024. Total proceeds of $3,552,000 were allocated to Water Capital Fund projects for Well Construction and Franklin Street Water Tank Replacement as well as to cover bond issuance costs. Additional proceeds of $792 remained after satisfying bond issuance costs. These additional proceeds need to be appropriated to the Well Construction project in the Water Capital Fund.

Randy Foley motioned that Council authorize the necessary budget appropriations and transfers as outlined in the Council report. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

K. **Boards and Commissions**

Consider appointments to various boards and commissions.

Vice-Mayor Green noted that TAP's bylaws had been amended since Mr. Foley was originally appointed to the board and Council needs to make a motion so that his term will coincide with the current three-year term provision in their bylaws.

Hunter Holliday motioned to reappoint Byron Randolph Foley for a third three-year term ending December 31, 2027, to the TAP board. Anne Marie Green seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

7. Adjournment

The meeting was adjourned at 8:22 p.m.

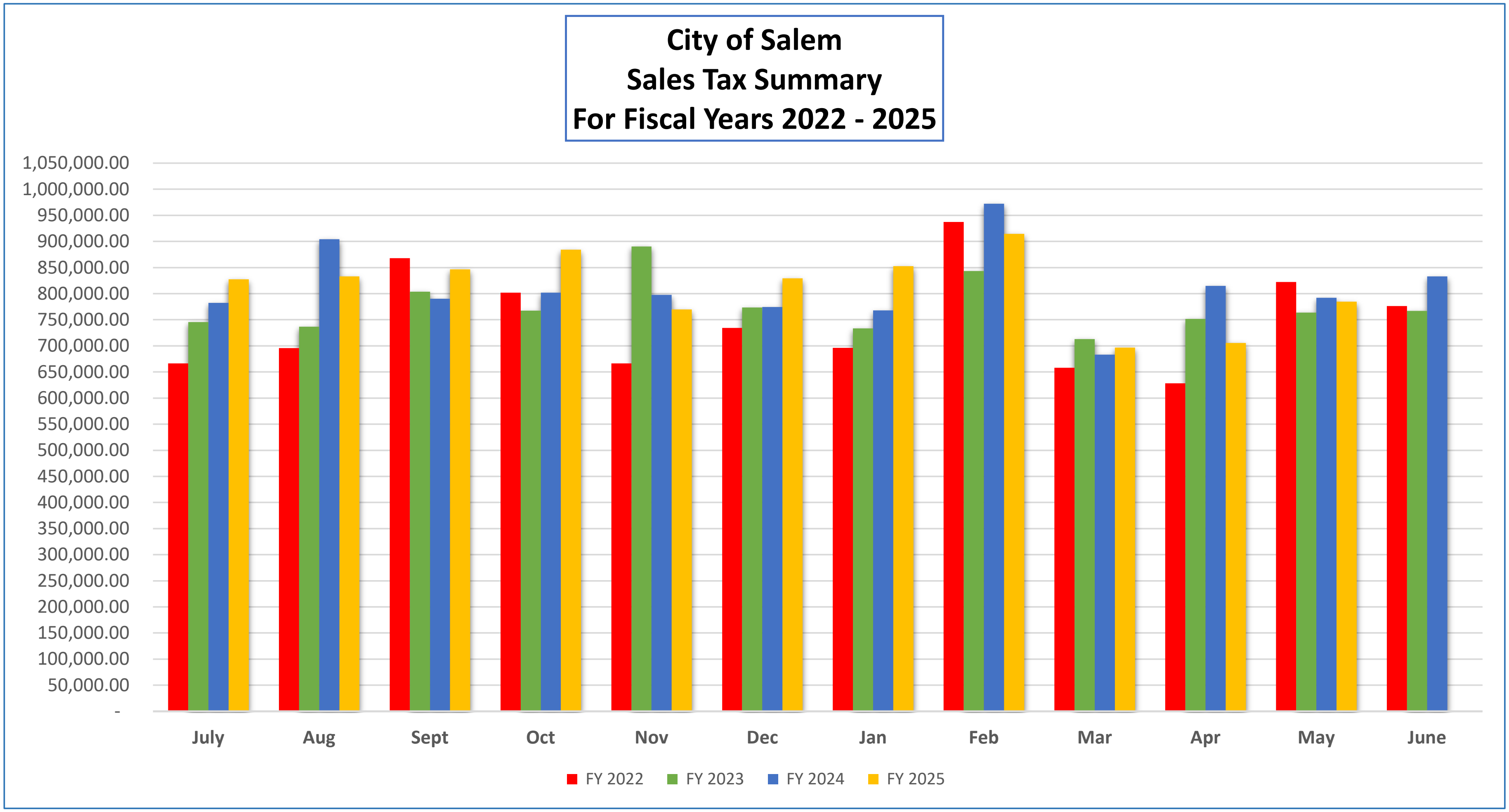
Submitted by:	Approved by:
H. Robert Light Clerk of Council	Renée Ferris Turk Mayor

Schedule A

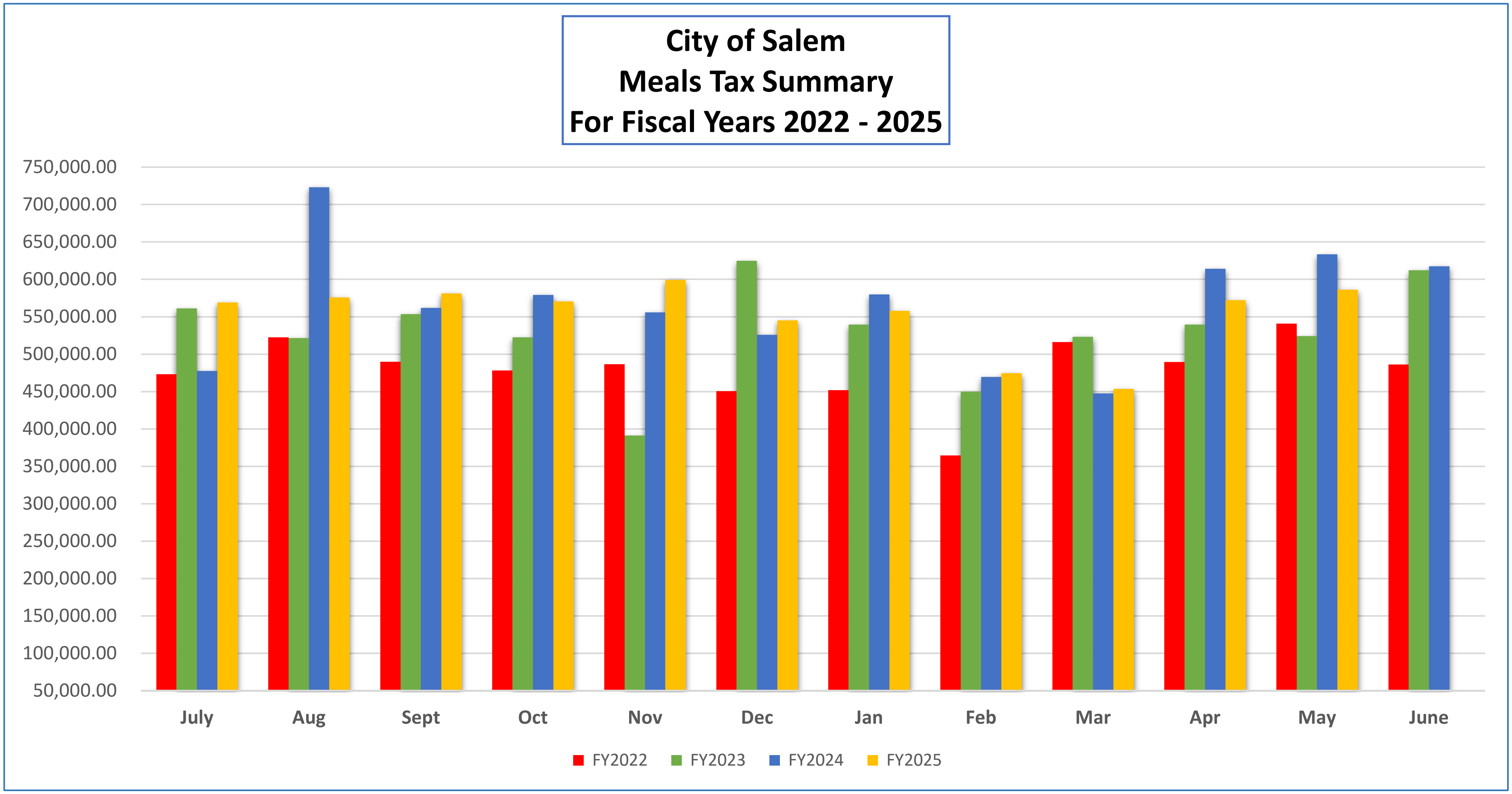
City of Salem, Virginia
General Fund
Statement of Revenue and Expenditures
For Eleven Months Ending May 31, 2025

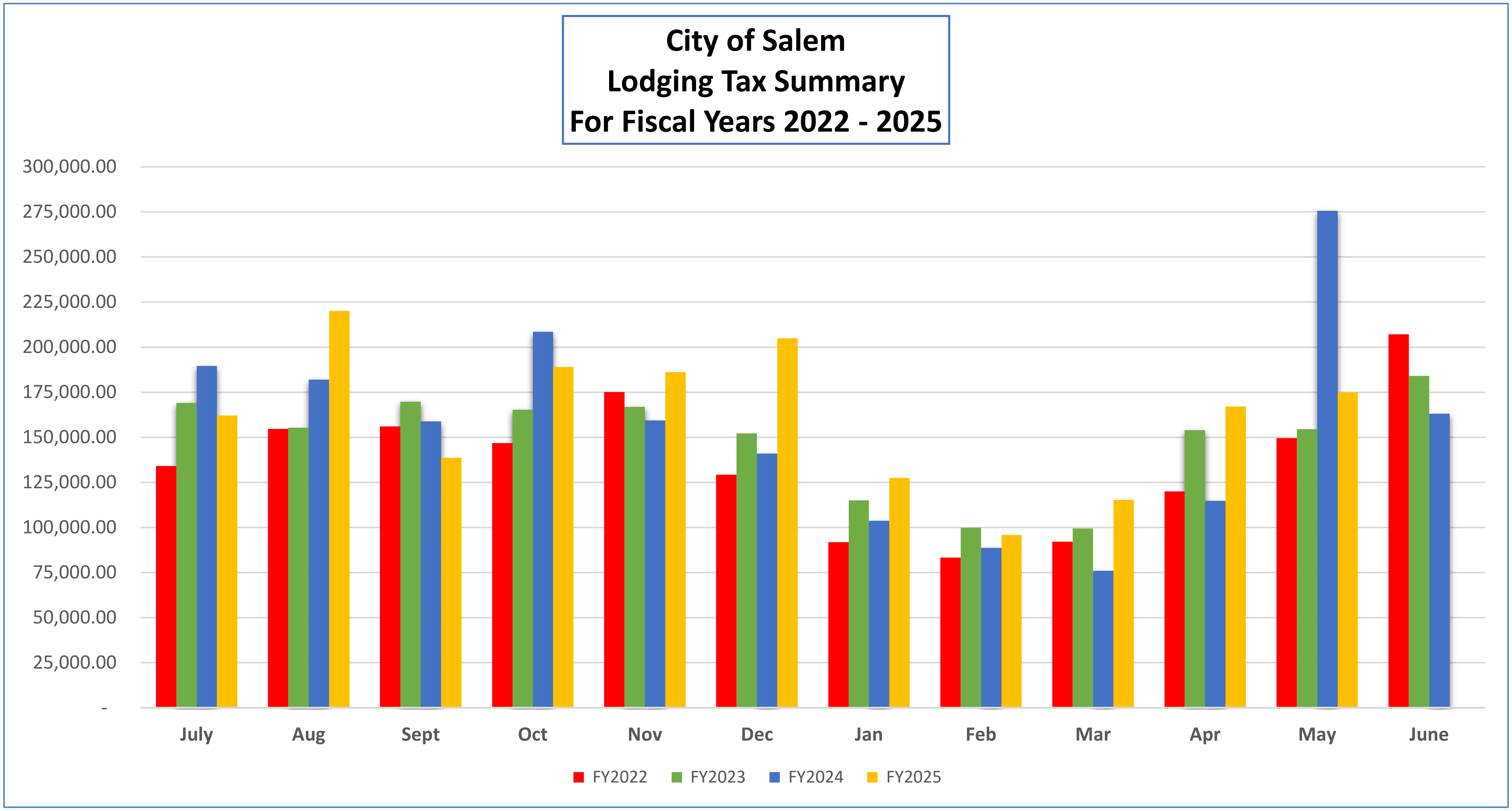
	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Revenue:					
Beginning Balance 7-1-24	$ 14,136,825	$ -	0%	$ -	$ -
General Property Taxes	51,890,783	44,191,595	85%	40,802,055	3,389,540
Other Local Taxes	29,110,800	25,423,354	87%	24,687,908	735,446
Permits and Licenses	359,440	488,022	136%	287,592	200,430
Fines and Forfeitures	128,500	94,046	73%	105,908	(11,862)
Revenue from Use of Money and Property	6,342,391	6,751,507	106%	7,499,915	(748,408)
Charges for Services	3,728,697	3,287,829	88%	3,177,945	109,884
Payment in Lieu of Taxes from Electric Fund	3,160,000	2,896,667	92%	2,896,667	-
Payment in Lieu of Taxes from Water Fund	147,696	137,810	93%	133,675	4,135
Miscellaneous Revenue	451,500	455,485	101%	781,338	(325,853)
Non-Categorical Aid	3,642,803	869,733	24%	919,455	(49,722)
Shared Expenses	1,933,459	1,530,374	79%	1,460,063	70,311
Categorical Aid	11,048,505	8,646,524	78%	7,548,031	1,098,493
Non-Revenue Receipts	89,105	104,260	117%	40,432	63,828
Transfer From Other Funds	-	-	0%	5,319,145	(5,319,145)
Total Revenue	126,170,504	94,877,206	75%	95,660,129	(782,923)
Expenditures:					
General Government	14,559,066	10,709,393	74%	10,381,119	328,274
Judicial Administration	3,183,598	2,726,772	86%	2,754,549	(27,777)
Public Safety	25,637,033	21,739,978	85%	21,477,254	262,724
Public Works	19,818,119	11,108,503	56%	10,548,131	560,372
Health and Welfare	7,137,055	6,580,995	92%	5,788,750	792,245
Education	26,538,801	26,538,801	100%	25,469,019	1,069,782
Parks, Recreation and Cultural	9,987,415	7,840,084	78%	6,858,386	981,698
Community Development	4,433,989	3,309,885	75%	3,024,377	285,508
Transfers Out	13,870,063	12,782,964	92%	33,553,006	(20,770,042)
Contingency	1,005,365	-	0%	-	-
Total Expenditures	126,170,504	103,337,375	82%	119,854,591	(16,517,216)
Revenue Over/(Under) Expenditures	$ -	$ (8,460,169)		$ (24,194,462)	$ 15,734,293

Schedule B


City of Salem
Sales Tax Summary
For Fiscal Years 2022 - 2025
1,050,000.00
1,000,000.00
950,000.00
900,000.00
850,000.00
800,000.00
750,000.00
700,000.00
650,000.00
600,000.00
550,000.00
500,000.00
450,000.00
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
-
July
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
FY 2022
FY 2023
FY 2024
FY 2025

Schedule C


City of Salem
Meals Tax Summary
For Fiscal Years 2022 - 2025
750,000.00
700,000.00
650,000.00
600,000.00
550,000.00
500,000.00
450,000.00
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
July
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
FY2022
FY2023
FY2024
FY2025


City of Salem
Lodging Tax Summary
For Fiscal Years 2022 - 2025
300,000.00
275,000.00
250,000.00
225,000.00
200,000.00
175,000.00
150,000.00
125,000.00
100,000.00
75,000.00
50,000.00
25,000.00
-
July
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
FY2022
FY2023
FY2024
FY2025

City of Salem, Virginia
Special Revenue Fund
Statement of Revenues and Expenditures
For Period Ending May 31, 2025

Schedule E

	Budget	Project To Date	Encumbrances	Total Project	Available Balance	Year To Date	
Fund Balance, July 1, 2024							$ -
Revenues:							
ARPA - Election Grant	$ 14,075	$ 14,075	$ -	$ 14,075	$ -	$ 14,075	
Total Revenues	14,075	14,075	-	14,075	-		14,075
Expenditures:							
Election Grant	14,075	14,075	-	14,075	-	14,075	
Total Expenditures	$ 14,075	$ 14,075	$ -	$ 14,075	$ -		14,075
Fund Balance, May 31, 2025							$ -

City of Salem, Virginia
Debt Outstanding
For Period Ending May 31, 2025

	Balance 7/1/2024	Issuances	Principal Payments	Balance 5/31/2025
City Debt Outstanding				
2013 Public Improvement Bonds	$ 888,125	$ -	$ (89,425)	$ 798,700
2016B Public Improvement Bonds	297,713	-	(147,019)	150,694
2019 Public Improvement Bonds	4,065,000	-	(215,000)	3,850,000
2020 Public Improvement Bonds	1,700,000	-	(250,000)	1,450,000
2020 Public Improvement Refunding Bonds	4,405,060	-	(607,186)	3,797,874
2021 Public Improvement Refunding Bonds	805,000	-	(6,000)	799,000
2022B Public Improvement Bonds	13,916,000	-	(593,000)	13,323,000
Total City Debt Outstanding	26,076,898	-	(1,907,630)	24,169,268
School Debt Outstanding				
2012A Public Improvement Bonds	4,295,250	-	(477,250)	3,818,000
2013 Public Improvement Bonds	2,736,875	-	(275,575)	2,461,300
2020 Public Improvement Bonds	23,395,000	-	(1,055,000)	22,340,000
Total School Debt Outstanding	30,427,125	-	(1,807,825)	28,619,300
Total Debt Outstanding	$ 56,504,023	$ -	$ (3,715,455)	$ 52,788,568

City of Salem, Virginia
Capital Projects Fund
Statement of Revenues and Expenditures
For Period Ending May 31, 2025

	Budget	Project To Date	Encumbrances	Total Project	Available Balance	Year To Date	
Fund Balance, July 1, 2024							$ 13,489,570
Revenues:							
Federal Grants	$ 21,254,536	$ 4,599,819	$ -	$ 4,599,819	$ 16,654,717	$ 2,229,050	
State Grants	16,081,981	5,431,953	-	5,431,953	10,650,028	1,193,891	
Proceeds From Debt Issuance	15,015,146	15,015,145	-	15,015,145	1	-	
Interest Income	663,818	663,817	-	663,817	1	-	
Transfer From General Fund	28,071,182	28,059,543	-	28,059,543	11,639	2,550,923	
Total Revenues	81,086,663	53,770,278	-	53,770,278	27,316,385		5,973,864
Expenditures:							
Next Generation 911	378,493	219,329	-	219,329	159,164	32,168	
Fire Station #2 Renovations & Storage Building	1,930,143	681,972	1,082,611	1,764,583	165,560	576,450	
Fire Station #1 Renovations	654,000	8,826	11,534	20,360	633,640	1,045	
Fire Station #3 Renovations	454,000	7,051	4,844	11,895	442,105	-	
Colorado St Bridge Replacement	11,778,826	6,120,582	538,515	6,659,097	5,119,729	2,262,376	
Apperson Drive Bridge Replacement	10,329,896	1,317,782	7,482,209	8,799,991	1,529,905	293,973	
Jury Room Expansion	900,000	867,641	-	867,641	32,359	626,346	
Apperson Drive Bridge Repairs #1800	682,432	673,855	5,100	678,955	3,477	591,483	
Valleydale Streetscape Improvements	1,500,000	552,909	-	552,909	947,091	552,909	
Upland Drive Storm Drain and Curb & Gutter	250,000	-	-	-	250,000	-	
4th Street/Union Street Storm Sewer Upgrades	162,500	-	47,610	47,610	114,890	-	
Roanoke Boulevard Storm Drain Upgrades	100,000	-	-	-	100,000	-	
Texas Street/Idaho Street Pond	100,000	-	-	-	100,000	-	
Bainbridge Drive Storm Drain Expansion	225,000	-	-	-	225,000	-	
Truck Storage Building	750,000	26,596	7,704	34,300	715,700	26,596	
Pedestrian Crossings	469,464	-	60,800	60,800	408,664	-	
Western Roanoke River Greenway	50,000	1,500	-	1,500	48,500	-	
Elizabeth Campus Greenway	2,252,578	305,901	488,586	794,487	1,458,091	108,561	
Moyer Sports Complex Renovation	27,903,295	26,909,473	234,863	27,144,336	758,959	17,959	
Mason Creek Greenway Phase 3	3,119,430	367,634	132,521	500,155	2,619,275	125,300	
Library Flooring Replacement	190,000	-	-	-	190,000	-	
Library Co-working Space	155,000	-	-	-	155,000	-	
Civic Center East/West Fields Restroom	261,070	280,341	-	280,341	(19,271)	280,341	
Longwood Park Restroom Replacement #2	180,406	180,406	-	180,406	-	180,349	
Kiwanis Park Wall Pads	96,887	96,887	-	96,887	-	96,887	
Library Lawn Special Events Space	500,000	-	-	-	500,000	-	
Library Renovation	250,000	-	-	-	250,000	-	
Roanoke River Greenway - Apperson to Cook	2,121,155	-	-	-	2,121,155	-	
Flood Mitigation-CFPF	77,974	75,013	-	75,013	2,961	-	
Downtown Impr - E Main St/Market St	5,440,677	4,207,014	47,381	4,254,395	1,186,282	2,861,457	
Downtown Impr - E Main St/White Oak	2,311,825	65,482	21,245	86,727	2,225,098	25,150	

City of Salem, Virginia
Capital Projects Fund
Statement of Revenues and Expenditures
For Period Ending May 31, 2025

	Budget	Project To Date	Encumbrances	Total Project	Available Balance	Year To Date	
Downtown Impr - College Ave	3,256,307	-	-	-	3,256,307	-	
Capital Projects Local Reserve	1,204,013	-	-	-	1,204,013	-	
Downtown Improvements Reserve	390,350	-	-	-	390,350	-	
Excess Local Funding Reserve	660,942	-	-	-	660,942	-	
Total Expenditures	$ 81,086,663	$ 42,966,194	$ 10,165,523	$ 53,131,717	$ 27,954,946		8,659,350
Fund Balance, May 31, 2025							$ 10,804,084

City of Salem, Virginia
Capital Reserve Fund
Statement of Revenues and Expenditures
For Period Ending May 31, 2025

	Budget	Project To Date	Encumbrances	Total Project	Available Balance	Year To Date	
Fund Balance, July 1, 2024							$ 17,026,870
Revenues:							
Transfer From General Fund	$ 23,255,577	$ 23,255,577	$ -	$ 23,255,577	$ -	$ 6,228,707	
Total Revenues	23,255,577	23,255,577	-	23,255,577	-		6,228,707
Expenditures:							
Capital Reserve	19,342,716	-	-	-	19,342,716	-	
Fire Ladder Truck	2,400,000	-	-	-	2,400,000	-	
Body Cameras and In-Car Camera Replacement	654,004	654,004	-	654,004	-	654,004	
Front Load Dumpster Truck	408,857	408,857	-	408,857	-	408,857	
Salem Stadium Scoreboard Replacement	200,000	78,618	121,382	200,000	-	78,618	
Civic Center Scoreboard Replacement	250,000	168,515	57,392	225,907	24,093	168,515	
Total Expenditures	$ 23,255,577	$ 1,309,994	$ 178,774	$ 1,488,768	$ 21,766,809		1,309,994
Fund Balance, May 31, 2025							$ 21,945,583

Schedule I

City of Salem, Virginia
Electric Fund
Statement of Operations
For Eleven Months Ending May 31, 2025

Operating Revenues	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Sale of Power	$ 50,066,620	$ 48,074,809	96%	$ 39,990,706	$ 8,084,103
Other Electric Revenue	657,550	591,562	90%	610,711	(19,149)
Reserve for Encumbrances	1,816,023	-	0%	-	-
Appropriated from Net Position	250,000	-	0%	-	-
Total Operating Revenues	52,790,193	48,666,371	92%	40,601,417	8,064,954
Operating Expenses					
Other Power Generation - Operation	90,000	64,289	71%	51,116	13,173
Other Power Generation - Maintenance	137,426	61,350	45%	56,813	4,537
Purchased Power	26,815,000	25,724,095	96%	23,788,497	1,935,598
Transmission - Operation	10,054,500	8,569,182	85%	9,037,194	(468,012)
Transmission - Maintenance	46,750	7,654	16%	5,367	2,287
Distribution - Operations	1,194,500	1,021,309	86%	1,041,433	(20,124)
Distribution - Maintenance	1,609,161	1,497,669	93%	1,440,432	57,237
Customer Service	686,849	610,598	89%	580,257	30,341
Administration & General - Operation	2,823,901	829,765	29%	977,379	(147,614)
Administration & General - Maintenance	242,000	205,769	85%	226,734	(20,965)
Depreciation	-	1,611,403	0%	1,553,242	58,161
Capital	5,484,755	2,974,693	54%	1,647,402	1,327,291
Contingency	445,351	-	0%	-	-
Total Operating Expenses	49,630,193	43,177,776	87%	40,405,866	2,771,910
Income (loss) Before Transfers	3,160,000	5,488,595		195,551	5,293,044
Transfers (Payment in Lieu of Taxes)	(3,160,000)	(2,896,667)	92%	(2,896,667)	-
Income (loss)	$ -	$ 2,591,928		$ (2,701,116)	$ 5,293,044

City of Salem, Virginia
Water Fund
Statement of Operations
For Eleven Months Ending May 31, 2025

Operating Revenues	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Services	$ 7,967,406	$ 7,608,801	95%	$ 6,879,028	$ 729,773
Other Revenue	531,996	454,074	85%	375,690	78,384
Water Federal Grants Revenue	-	11,780	0%	-	11,780
Gain On Sale Of Assets	-	6,819	0%	1,040	5,779
Reserve for Encumbrances	2,187,799	-	0%	-	-
Total Operating Revenues	10,687,201	8,081,474	76%	7,255,758	825,716
Operating Expenses					
Production					
Salaries of Personnel	1,136,388	952,755	84%	922,522	30,233
Fringe Benefits	479,930	423,793	88%	416,327	7,466
Contractual Services	698,791	535,470	77%	535,033	437
Printing and Binding	2,500	671	27%	755	(84)
Advertising	1,000	-	0%	-	-
Utilities	422,200	495,229	117%	412,542	82,687
Communications	5,900	3,845	65%	3,669	176
Insurance	36,000	32,769	91%	34,426	(1,657)
Travel and Training	9,800	7,862	80%	7,448	414
Miscellaneous	66,793	72,435	108%	61,279	11,156
Materials and Supplies	324,588	214,537	66%	223,325	(8,788)
Depreciation	-	798,247	0%	781,343	16,904
Capital	477,801	250,779	52%	151,301	99,478
Interest Obligations	-	53,363	0%	-	53,363
Contingency	115,581	-	0%	-	-
Total Production Expenses	3,777,272	3,841,755	102%	3,549,970	291,785
Distribution					
Salaries of Personnel	774,961	764,101	99%	640,548	123,553
Fringe Benefits	368,938	348,358	94%	290,451	57,907
Contractual Services	1,003,661	980,443	98%	864,464	115,979
Printing and Binding	500	66	13%	136	(70)
Communications	4,850	4,181	86%	4,206	(25)
Insurance	36,000	36,204	101%	34,275	1,929
Lease/Rent of Equipment	2,000	1,377	69%	1,252	125
Travel and Training	7,600	4,034	53%	2,496	1,538
Miscellaneous	33,193	32,529	98%	30,459	2,070
Miscellaneous Credits	(290,000)	(365,693)	126%	(349,056)	(16,637)
Materials and Supplies	165,975	87,228	53%	175,326	(88,098)
Depreciation	-	212,641	0%	189,206	23,435
Capital	2,292,589	1,808,720	79%	196,840	1,611,880
Interest Obligations	1,874,520	170,040	9%	204,326	(34,286)
Bond Costs	-	150	0%	-	150
Total Distribution Expenses	6,274,787	4,084,379	65%	2,284,929	1,799,450
Income (loss) Before Transfers	635,142	155,340		1,420,859	(1,265,519)
Transfer to Water Capital Fund	(487,446)	(487,446)	100%	-	(487,446)
Transfer (Payment in Lieu of Taxes)	(147,696)	(137,810)	93%	(133,675)	(4,135)
Income (loss)	$ -	$ (469,916)		$ 1,287,184	$ (1,757,100)

Schedule K

City of Salem, Virginia
Sewer Fund
Statement of Operations
For Eleven Months Ending May 31, 2025

Operating Revenues	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Services	$ 7,220,956	$ 6,790,886	94%	$ 6,481,093	$ 309,793
Other Revenue	182,200	192,519	106%	155,587	36,932
Reserve for Encumbrances	674,657	-	0%	-	-
Appropriated from Net Position	2,579,710	-	0%	-	-
Total Operating Revenues	10,657,523	6,983,405	66%	6,636,680	346,725
Operating Expenses					
Salaries of Personnel	952,012	746,264	78%	737,063	9,201
Fringe Benefits	432,026	345,856	80%	336,272	9,584
Contractual Services	3,399,155	2,802,516	82%	2,371,998	430,518
Printing and Binding	1,500	133	9%	633	(500)
Advertising	1,500	-	0%	-	-
Utilities	4,500	5,457	121%	4,525	932
Communications	14,850	13,490	91%	12,519	971
Insurance	15,000	15,807	105%	13,362	2,445
Lease/Rent of Equipment	1,800	1,377	77%	1,252	125
Travel and Training	12,000	6,866	57%	4,379	2,487
Miscellaneous	40,693	39,888	98%	39,904	(16)
Miscellaneous Credits	(270,000)	(221,938)	82%	(192,693)	(29,245)
Materials and Supplies	93,218	64,229	69%	56,775	7,454
Depreciation	-	1,319,833	0%	1,312,163	7,670
Capital	1,474,114	285,823	19%	217,487	68,336
Interest Obligations	1,803,283	62,489	3%	72,283	(9,794)
Contingency	407,162	-	0%	-	-
Total Operating Expenses	8,382,813	5,488,090	65%	4,987,922	500,168
Income (loss) before Transfers	2,274,710	1,495,315		1,648,758	(153,443)
Transfer to Sewer Capital Fund	(2,274,710)	(2,274,710)	0%	-	(2,274,710)
Income (loss)	$ -	$ (779,395)		$ 1,648,758	$ (2,428,153)

City of Salem, Virginia
Salem Civic Center
Statement of Operations
For Eleven Months Ending May 31, 2025

Operating Revenues	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Shows/rentals	$ 373,000	$ 354,262	95%	$ 393,584	$ (39,322)
Box office shows	1,500,000	1,057,062	70%	1,897,360	(840,298)
Merchandise and commissions	250,800	342,105	136%	344,339	(2,234)
Static advertising	55,000	38,125	69%	41,000	(2,875)
Miscellaneous income	31,528	36,713	116%	23,369	13,344
Interest Income	1,000	2,111	211%	1,560	551
Salem Fair	645,000	664,618	103%	609,818	54,800
Reserve For Encumbrances	177,477	-	0%	-	-
Gain on Sale of Assets	-	-	0%	26,034	(26,034)
Appropriated from Net Position	272,190	-	0%	-	-
State Grants	-	-	0%	77,865	(77,865)
Total Operating Revenues	3,305,995	2,494,996	75%	3,414,929	(919,933)
Operating Expenses					
Salaries of personnel	1,451,908	1,270,553	88%	1,238,596	31,957
Fringe benefits	547,769	453,340	83%	452,251	1,089
Maintenance and contractual services	401,015	212,231	53%	214,457	(2,226)
Printing and binding	500	304	61%	-	304
Advertising	23,000	31,402	137%	20,275	11,127
Utilities	323,000	353,314	109%	271,349	81,965
Communications	12,700	9,959	78%	9,402	557
Insurance	30,500	30,570	100%	29,351	1,219
Leases and Rentals	3,200	5,815	182%	3,452	2,363
Travel and training	21,600	17,258	80%	7,409	9,849
Miscellaneous	108,267	119,773	111%	99,175	20,598
Show expense	1,450,000	1,032,473	71%	2,071,588	(1,039,115)
Fair expense	624,226	561,003	90%	632,474	(71,471)
Materials and supplies	38,000	32,046	84%	57,719	(25,673)
Capital	1,107,954	313,475	28%	702,538	(389,063)
Depreciation	-	287,481	0%	250,290	37,191
Total Operating Expenses	6,143,639	4,730,997	77%	6,060,326	(1,329,329)
Income (loss) Before Transfers	(2,837,644)	(2,236,001)		(2,645,397)	409,396
Transfers	2,837,644	1,803,674	64%	1,696,737	106,937
Income (loss)	$ -	$ (432,327)		$ (948,660)	$ 516,333

City of Salem, Virginia
Salem Catering and Concessions
Statement of Operations
For Eleven Months Ending May 31, 2025

Operating Revenues:	Current Year Budget	Current Year Year to Date	% of Budget	Prior Year Year to Date	Variance
Catering	$ 655,785	$ 619,928	95%	$ 783,604	$ (163,676)
Concessions	137,833	144,373	105%	200,649	(56,276)
Moyer Concessions	65,000	109,274	168%	-	109,274
Salem High Concessions	8,500	14,394	169%	11,215	3,179
Appropriated from Net Position	54,916	-	0%	-	-
Total Operating Revenues	922,034	887,969	96%	995,468	(107,499)
Operating Expenses:					
Catering					
Salaries of personnel	305,459	304,653	100%	282,750	21,903
Fringe benefits	111,075	89,398	80%	88,559	839
Contractual services	9,465	19,645	208%	7,003	12,642
Printing and binding	300	114	38%	352	(238)
Laundry and Cleaning	1,900	48	3%	-	48
Communications	200	177	89%	168	9
Insurance	2,000	1,522	76%	1,877	(355)
Travel and training	-	-	0%	179	(179)
Miscellaneous	24,848	25,799	104%	25,285	514
Materials and supplies	235,691	215,846	92%	270,772	(54,926)
Capital	74,156	-	0%	73	(73)
Depreciation	-	3,251	0%	3,225	26
Total Catering Expenses	765,094	660,453	86%	680,243	(19,790)
Concessions					
Salaries of Personnel	58,030	68,442	118%	54,866	13,576
Fringe Benefits	15,246	14,651	96%	13,057	1,594
Contractual services	25,000	16,526	66%	22,476	(5,950)
Miscellaneous	150	(450)	-300%	(113)	(337)
Materials and Supplies	29,000	46,395	160%	63,976	(17,581)
Total Concessions Expenses	127,426	145,564	114%	154,262	(8,698)
Moyer Concessions					
Salaries of Personnel	37,000	36,097	98%	-	36,097
Fringe Benefits	11,698	8,947	76%	-	8,947
Contractual services	2,500	16,789	672%	-	16,789
Miscellaneous	-	(45)	0%	-	(45)
Materials and Supplies	21,000	39,162	186%	3,010	36,152
Total Moyer Expenses	72,198	100,950	140%	3,010	97,940
Salem High Concessions					
Salaries of Personnel	4,461	7,421	166%	6,454	967
Fringe Benefits	1,676	1,372	82%	1,410	(38)
Contractual	2,500	-	0%	1,174	(1,174)
Miscellaneous	-	6	0%	(9)	15
Materials and Supplies	1,807	3,569	198%	3,338	231
Total Salem High Expenses	10,444	12,368	118%	12,367	1
Income (loss) Before Transfers	(53,128)	(31,366)		145,586	(176,952)
Transfers	53,128	-	0%	-	-
Income (loss)	$ -	$ (31,366)		$ 145,586	$ (176,952)

City of Salem, Virginia
Water and Sewer Capital Funds
Statement of Revenues and Expenditures
For Period Ending May 31, 2025

Schedule N

	Budget	Project To Date	Encumbrances	Total Project	Available Balance	Year To Date	
Water Capital Fund							
Fund Balance, July 1, 2024							$ 6,200,000
Revenues:							
Transfer From Water Fund	$ 487,446	$ 487,446	$ -	$ 487,446	$ -	$ 487,446	
Transfer From General Fund	6,200,000	6,200,000	-	6,200,000	-	-	
Proceeds From Debt Issuance	3,450,630	-	-	-	3,450,630	-	
Interest Income	5,000	72,196	-	72,196	(67,196)	72,196	
Total Revenues	10,143,076	6,759,642	-	6,759,642	3,383,434		559,642
Expenditures:							
North Salem Water Improvements	6,200,000	16,000	-	16,000	6,184,000	16,000	
Well Construction	2,789,000	1,274,514	1,513,616	2,788,130	870	1,274,514	
Franklin St Water Tank Replacement	605,236	531,876	73,359	605,235	1	531,876	
Waterline Design and Replacement	468,446	-	-	-	468,446	-	
Bond Costs	80,394	80,394	-	80,394	-	80,394	
Total Expenditures	$ 10,143,076	$ 1,902,784	$ 1,586,975	$ 3,489,759	$ 6,653,317		1,902,784
Fund Balance, May 31, 2025							$ 4,856,858
Sewer Capital Fund							
Fund Balance, July 1, 2024							$ 7,375,000
Revenues:							
Transfer From Sewer Fund	$ 2,274,710	$ 2,274,710	$ -	$ 2,274,710	$ -	$ 2,274,710	
Transfer From General Fund	7,375,000	7,375,000	-	7,375,000	-	-	
Total Revenues	9,649,710	9,649,710	-	9,649,710	-		2,274,710
Expenditures:							
Roanoke River Upper Sewer Rehab	7,154,710	-	-	-	7,154,710	-	
Wiley Ct Sewer Improvements	375,000	-	-	-	375,000	-	
Pomeroy Sewer System Upgrade	1,380,000	-	-	-	1,380,000	-	
Mason Creek Interceptor Upgrade	740,000	-	58,543	58,543	681,457	-	
Total Expenditures	$ 9,649,710	$ -	$ 58,543	$ 58,543	$ 9,591,167		-
Fund Balance, May 31, 2025							$ 9,649,710

Schedule O

City of Salem, Virginia
Health Insurance Fund
Statement of Revenues and Expenses
For Ten Months Ending April 30, 2025

	Budget	Current Year Year to Date	Percent to Date	Prior Year Year to Date	Variance
Beginning Net Position	$ -	$ 9,399,213		$ 7,846,412	$ 1,552,801
Revenue					
Premiums Paid - City	6,016,000	4,962,669	82%	4,862,102	100,567
Premiums Paid - School	5,150,000	4,204,898	82%	4,169,185	35,713
Premiums Paid - Retirees	697,500	754,337	108%	622,177	132,160
Dental Premiums Paid	590,600	501,885	85%	496,157	5,728
Interest Earnings	475,000	355,398	75%	380,277	(24,879)
Miscellaneous	5,000	64,865	1297%	16,249	48,616
Total Year to Date Revenues	12,934,100	10,844,052	84%	10,546,147	297,905
Expenses					
Health Claims	11,700,266	11,000,668	94%	8,539,788	2,460,880
Dental Claims	590,600	436,411	74%	447,441	(11,030)
Employee Health Clinic	532,884	367,431	69%	357,448	9,983
Consulting Services	105,250	63,246	60%	68,690	(5,444)
Miscellaneous	5,100	4,408	86%	4,170	238
Total Year to Date Expenses	12,934,100	11,872,164	92%	9,417,537	2,454,627
Ending Net Position	$ -	$ 8,371,101		$ 8,975,022	$ (603,921)

City of Salem, Virginia
Schedule of Deposits and Investments
For Period Ending May 31, 2025

Schedule P

	Cash Value 5/31/2025	Net Change in Fair Value	Fair Value 5/31/2025	FV as a % of Portfolio
Demand & Time Deposits				
Concentration Account	$ 56,290,161	$ -	$ 56,290,161	31.8%
Payroll Account	10,269	-	10,269	0.0%
Revenue Recovery Account	5,610	-	5,610	0.0%
Utility Billing Account	67,753	-	67,753	0.0%
Box Office Account	2,114,271	-	2,114,271	1.2%
Held as Fiscal Agent of:				
Cardinal Academy	739,137	-	739,137	0.4%
Court Community Corrections	1,875,912	-	1,875,912	1.1%
Held on Behalf of:				
Economic Development Authority	94,972	-	94,972	0.1%
Total Demand & Time Deposits	61,198,085	-	61,198,085	34.6%
Investments				
Local Government Investment Pool (LGIP)	112,744,547	-	112,744,547	63.8%
VA State Non-Arbitrage Program (SNAP)	2,212,600	-	2,212,600	1.3%
Held on Behalf of:				
Economic Development Authority LGIP	693,440	-	693,440	0.4%
Total Investments	115,650,587	-	115,650,587	65.5%
Total Deposits and Investments	$ 176,848,672	$ -	$ 176,848,672	100.1%

Item #: 5.A.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: June 23, 2025

AGENDA ITEM: **Amendment to the Zoning Ordinance**
Consider ordinance on second reading for the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District. (Approved on first reading at the June 9, 2025, meeting.)

SUBMITTED BY: Maxwell Dillon, Planner

SUMMARY OF INFORMATION:
SITE CHARACTERISTICS:

Zoning: HM Heavy Manufacturing
Land Use Plan Designation: Industrial
Existing Use: Recreational Fields
Proposed Use: Recreational Fields

The subject property(151 St. John Road) consists of an approximately 20.678-acre tract of land which currently sits within the HM Heavy Manufacturing zoning designation. Adjacent to Mason Creek and primarily within the FEMA-regulated Floodway, the parcel is not suitable for substantial development of any kind, and as a result, has historically been utilized for recreational fields of various capacities. Currently, the Salem Sabres soccer organization occupies the property with three soccer fields on a regular basis for practices and tournaments.

The applicant is requesting a rezoning of the property from HM Heavy Manufacturing to HBD Highway Business District in order to expand the current use, Commercial Outdoor Sports and Recreation, which is not a permitted use in the HM Heavy Manufacturing zoning district. Successfully rezoning the property will allow for the future development of the property, including a designated parking area and potentially future field/training ground expansion.

Any site work conducted in the Floodway will be required to comply with FEMA regulations.

FISCAL IMPACT:

The proposal meets the requirements of Section 206-214.3., site development regulations for the HBD Highway Business District.

STAFF RECOMMENDATION:

Staff recommends Council consider the ordinance on second reading for this request.

ATTACHMENTS:

1. 151 St. John Road rezoning application
2. 151 St. John Road Affadavit
3. Item 5A 6-23-25 May 14 2025 PC Minutes
4. Item 6B 6-09-25 Council meeting owner notification letter - 151 St. John Road
5. Item 5A 6-23-25 Legal Ad 5.22 5.29
6. Item 6B 6-09-25 RezoningOrdinance 151 St. John Road Tax Map 155-2-3

City of Salem Community Development Application

Request for REZONING or CONDITIONAL REZONING

Case #: ____________________

APPLICANT INFORMATION

Owner: Danny R. & Sonja S. Kane	Telephone No. (540) 580-5000
Contact Name: Danny Kane	Fax No.
Address: P.O. Box 914 Salem, VA 24153	Email Address danny@kanes.com

Applicant/Contract Purchaser: Salem Sabres FC	Telephone No. (540) 580-6369
Contact Name: Josh Jones	Fax No.
Address: P.O. Box 914 Salem, VA 24153	Email Address salemsoccer@hotmail.com

PARCEL INFORMATION — **For multiple parcels, please attach a page** ☐

(Tax ID #'s) 155-2-3	Total Area (acres/square feet) 20.6784 ac.
	Current Zoning HM
Deed Book ______ Page Instrument #230001349	Requested Zoning HBD
Subdivision The St. John Place Commerce Center	Requested Use Commercial Outdoor Sports and Recreation
Location Description (Street Address, if applicable) 151 St. John Road	Current Use Commercial Outdoor Sports and Recreation
	☐ Conditional Zoning Request: See Attached Proffer sheets

SIGNATURE OF OWNER ☒ **CONTRACT PURCHASER** ☐ *(attach contract)* ☐

As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I hereby grant permission to the agents and employees of the City of Salem to enter the property for the purposes of processing and reviewing this request.

Signature (signature) Date 3/29/25

Print Name DANNY R. KANE

Signature Sonja S Kane Date 3/29/25

Print Name Sonja S. KANE

QUESTIONS/ LETTERS/ SHOULD BE FORWARDED TO THE FOLLOWING:**

Name Josh Jones	Telephone No. (540) 580-6369
Address: P.O. Box 914 Salem, VA 24153	Fax No. ____
	Email Address salemsoccer@hotmail.com

**It is the responsibility of the contact person to provide copies of all correspondence to other interested parties to the application.

ACKNOWLEDGEMENT OF APPLICATION FEE PAYMENT PROCEDURE

Application fees must be submitted at the time of submittal. I hereby acknowledge that this application is not complete until the payment for all applicable fees has been received by the City of Salem Community Development Department. I acknowledge that I am responsible for ensuring that such fees are received by the City of Salem. I further acknowledge that any application fee submitted after the deadline shall result in the application being considered filed for the next month's meetings.

Signature of applicant/authorized agent ____________ Date: 3/29/25

Print Name: DANNY R KANE

Signature of applicant/authorized agent ____________ Date: 3/29/25

Print Name: SONJA S KANE

If you would like your correspondence emailed and/or faxed, please make selections, and provide the information below:

☐Email ____________ ☐Fax: ____________

FEES:

All application fees must be paid at the time of submittal. Please make checks payable to the City of Salem:

Rezoning application fee $1,000

FOR STAFF USE ONLY

Staff Reviewer: ____________ Application Complete? ☐ YES ☐ NO

Date: ____________

PLEASE RESPOND FOR ALL REZONING APPLICATIONS:

1. What is the Future Land Use Designation for the subject property? Industrial
2. Describe in detail the proposed use of the property. The property is currently used, and will continue to be used for, the soccer club known as Salem Sabres. The property is currently developed with three soccer fields, but needs additional parking. The proposed rezoning will allow for parking to be constructed on-site, as well as additional fields and training area.
3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? Mason Creek is located along the western property line and the majority of the property is floodway. There are existing public sanitary sewer lines on the property, as well as overhead utilities and greenway adjacent to Mason Creek.
4. Is the subject property located within the Floodplain District? ■ YES ❐ NO If yes, describe the proposed measures for meeting the standards of the Floodplain Ordinance. The entire property is located within the 100-year floodplain, with the majority within the floodway. Development on the property will need to be completed in a manner that meets the requirements of the Floodplain Ordinance, including no net fill, to ensure that adjacent properties are not negatively impacted.
5. Is the subject property listed as a historic structure or located within a historic district? ❐ YES ■ NO
   If yes, describe the proposed measures for meeting the standards of the Department of Historic Resources.
6. Have you provided a conceptual plan of the proposed development, including general lot configurations and road locations? Are the proposed lot sizes compatible with existing parcel sizes in the area? A concept plan is provided with this application showing the orientation of the property, as well as possible future parking area and additional soccer field that may be developed on the property.

PLEASE RESPOND FOR COMMERCIAL REZONING APPLICATIONS

1. What provisions will be made to ensure safe and adequate access to the subject property? The property will be developed in accordance with the requirements of the City of Salem Zoning Ordinance, as well as the Floodplain Ordinance.
2. How will the traffic impact of this development be addressed? This rezoning application is anticipated to have a positive impact on traffic. The soccer club already exists and there is not anticipated to be a significant increase in traffic as a result of this request. The development of parking on-site will relieve some of the current parking demand that is impacting the overall commercial center and provide additional parking opportunities for patrons of the soccer club.
3. Describe why the proposed use is desirable and appropriate for the area. What measure will be taken to assure that the proposed use will not have a negative impact on the surrounding vicinity? This property is ideal for this type of sports and recreation use due to its location within the floodway and the limited uses that can be developed on floodway property. This property is not conducive to any type of commercial use that requires significant permanent buildings.
4. What type of signage is proposed for the site? Signage may be installed at a future date and a sign permit will be obtained through the City of Salem for any new signage.
5. Have architectural/building elevations been submitted with this application? N/A

LEGAL DESCRIPTION OF AREA TO BE REZONED

CONTAINING CITY OF SALEM TAX ID 155-2-3 (“TRACT 4” AS SHOWN ON PLAT BOOK 11, PAGES 48-50)

BEGINNING AT A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE, SAID POINT BEING A COMMON CORNER BETWEEN TAX ID 155-2-3 AND TAX ID 154-1-16;

THENCE DEPARTING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S08°35’03”W 131.62 FEET TO A POINT; **THENCE** S19°48’03”W 155.00 FEET TO A POINT; **THENCE** S09°23’03”W 128.00 FEET TO A POINT; **THENCE** S03°48’29”E 270.22 FEET TO A POINT; **THENCE** S03°36’03”W 341.10 FEET TO A POINT; **THENCE** S04°04’03”W 125.30 FEET TO A POINT; **THENCE** S08°27’03”W 361.07 FEET TO A POINT; **THENCE** S05°14’03”W 176.88 FEET TO A POINT; **THENCE** S17°08’41”E 462.99 FEET TO A POINT; **THENCE** S14°11’32”W 130.60 FEET TO A POINT; **THENCE** S04°42’28”E 236.50 FEET TO A POINT; **THENCE** S01°13’32”W 156.00 FEET TO A POINT; **THENCE** S45°37’40”W 132.40 FEET TO A POINT; **THENCE** N48°56’13”W 239.01 FEET TO A POINT; **THENCE** N20°40’38”W 480.17 FEET TO A POINT ON THE EAST LINE OF ST. JOHN ROAD.

THENCE FOLLOWING THE EAST LINE OF ST. JOHN ROAD, THE FOLLOWING COURSES AND DISTANCES: N20°40’38”W 141.51 FEET TO A POINT; **THENCE** ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 775.00 FEET, A LENGTH OF 485.58 FEET, AND A CHORD BEARING AND DISTANCE OF N02°43’40”W 477.68 FEET TO A POINT; **THENCE** N15°13’18”E 99.34 FEET TO A POINT AT THE TERMINUS OF THE EAST LINE OF ST. JOHN ROAD.

THENCE DEPARTING THE EAST LINE OF ST. JOHN ROAD THE FOLLOWING COURSES AND DISTANCES: N15°13’18”E 467.14 FEET TO A POINT; **THENCE** N21°11’10”E 195.63 FEET TO A POINT; **THENCE** N07°25’16”E 378.94 FEET TO A POINT; **THENCE** N08°34’16”E 403.89 FEET TO A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE.

THENCE FOLLOWING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S88°05’51”E 164.44 FEET TO A POINT; **THENCE** N01°54’09”E 12.00 FEET TO A POINT; **THENCE** S88°05’51”E 78.00 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**.

HAVING A TOTAL AREA OF 900,751 SQUARE FEET OR 20.6784 ACRES, MORE OR LESS, SITUATE IN THE CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

KNOW ALL MEN BY THESE PRESENTS TO WIT:

THAT WILEY DEVELOPMENT, L.L.C., IS THE FEE SIMPLE OWNER OF THE PARCEL OF LAND BOUNDED ON THE OUTSIDE BY CORNERS 1 THROUGH 25 INCLUSIVE TO 1, CONTAINING 35.06 ACRES AND BEING ALL THE LAND CONVEYED TO SAID OWNER BY INSTRUMENT DATED DECEMBER 16, 2005 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SALEM, VIRGINIA IN INSTRUMENT No. 050005006, AND IS SUBJECT TO A CERTAIN CREDIT LINE DEED OF TRUST GRANTED TO VALLEY BANK, BENEFICIARY, AND J. RANDY WOODSON AND MARY P. HUNDLEY, TRUSTEES, EITHER OF WHICH CAN SIGN, BY INSTRUMENT DATED DECEMBER 16, 2005 AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT No. 050005007.

THE SAID OWNER HEREBY DEDICATES IN FEE SIMPLE TO AND VESTS IN THE CITY OF SALEM, VIRGINIA SUCH PORTIONS OF THE PREMISES AS PLATTED ON THIS PLAT AND SET APART FOR STREETS.

ALL OF THE EASEMENTS SHOWN HEREON FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY ARE HEREBY DEDICATED FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

THE SAID OWNER DOES HEREBY CERTIFY THAT THEY HAVE RE-SUBDIVIDED THE LAND HEREON ENTIRELY OF THEIR OWN FREE WILL AND ACCORD AS REQUIRED BY SECTION 15.2-2240 THROUGH 15.2-2279 OF THE 1950 CODE OF VIRGINIA, AS AMENDED TO DATED, AND AS REQUIRED BY THE CITY OF SALEM, VIRGINIA SUBDIVISION ORDINANCE AS AMENDED TO DATE.

WITNESS THE SIGNATURE AND SEAL OF SAID OWNER:

[signature] 5-12-06
WILEY DEVELOPMENT, L.L.C. – AUTHORIZED AGENT — DATE
(INSTRUMENT No. 050005006)

[signature] 5.12.06
VALLEY BANK – AUTHORIZED AGENT – BENEFICIARY — DATE
(INSTRUMENT No. 050005007)

[signature] 5.12.06
TRUSTEE — DATE
(INSTRUMENT No. 050005007)

STATE OF VIRGINIA
COUNTY OF ROANOKE, TO WIT:

I, FRANK B. CALDWELL III, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT PAUL F. WILEY WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS 12TH DAY OF MAY, 2006.

MY COMMISSION EXPIRES 31 JULY 2007.

[signature]
NOTARY PUBLIC

STATE OF VIRGINIA
City OF Roanoke, TO WIT:

I, Diane P. Cawley, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT J. Randy Woodson WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS 12 DAY OF MAY, 2006.

MY COMMISSION EXPIRES 8.31.2006.

Diane P. Cawley
NOTARY PUBLIC

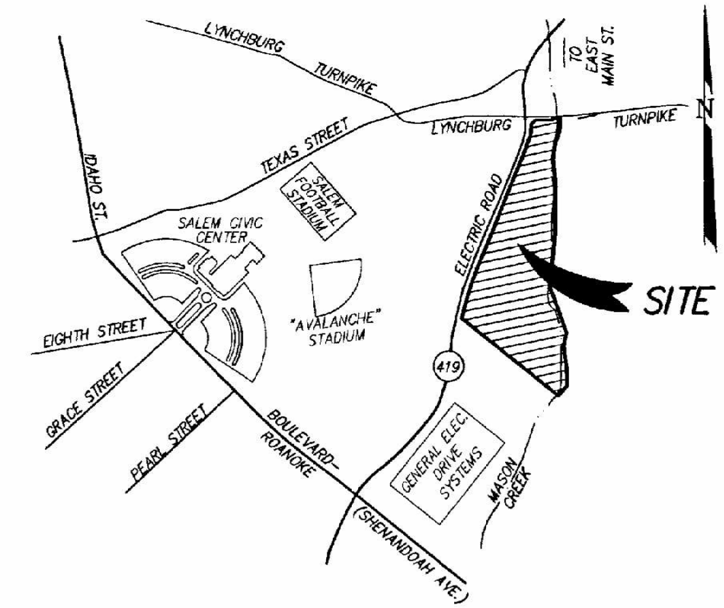
STATE OF VIRGINIA
City OF Roanoke, TO WIT:

I, Diane P. Cawley, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT J. Randy Woodson WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS 12 DAY OF MAY, 2006.

MY COMMISSION EXPIRES 8.31.2006.

Diane P. Cawley
NOTARY PUBLIC

NOTES:
1. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT BY LAWYERS TITLE INSURANCE CORPORATION, CASE No. OST-5589-LTC EFFECTIVE DATE OCTOBER 7, 2005.
2. THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AND ZONE "AE" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 51161C0041F, DATED FEBRUARY 4, 2005.
3. REFERENCE: RESUBDIVISION FOR G.E. DRIVES & CONTROLS, INC. BY T.P. PARKER & SON DATED JULY 14, 2005 AND RECORDED IN P.B. 11, PG. 3 & 4, SLIDE 189.
4. REFERENCE: STATE HIGHWAY PLANS PROJECT No. 0419-129-106, PE-101, R/W-201, C-501, SHEETS 3 THROGH 6.
5. REFERENCE OF PROPERTY CONVEYANCE:
   * INSTRUMENT No. 050005006 BEING TAX PARCEL 155-2-1 CONVEYED TO WILEY DEVELOPMENT, L.L.C.
6. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
7. THE BOUNDARY DATA SHOWN FOR TRACT A IS BASED ON RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. BY T.P. PARKER & SON DATED JULY 14, 2005 AND RECORDED IN P.B. 11, PG. 3 & 4, SLIDE 189. CALDWELL WHITE ASSOCIATES DID NOT PERFORM A BOUNDARY SURVEY ON TRACT A.
8. THIS SUBJECT PROPERTY IS ZONED HM – HEAVY MANUFACTURING AT THE DATE OF THIS PLAT.



VICINITY MAP
NO SCALE

APPROVED:

For Melinda J. Payne 5/12/06
JAMES E. TALIAFERRO, II, P.E., L.S. — DATE
EXECUTIVE SECRETARY – CITY OF SALEM PLANNING COMMISSION

Charles E. Van Allman Jr. 5/12/06
CHARLES E. VAN ALLMAN, JR., P.E. — DATE
CITY ENGINEER – CITY OF SALEM, VIRGINIA

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SALEM, VIRGINIA. THIS MAP WAS PRESENTED WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THERETO ANNEXED IS ADMITTED TO RECORD ON May 12 2006, AT 3:28 O'CLOCK P.M.

TESTE: CHANCE CRAWFORD

[signature]
DEPUTY CLERK

COMMONWEALTH OF VIRGINIA
FRANK B. CALDWELL, III
NO. 1335
12 May '06
LAND SURVEYOR

SUBDIVISION PLAT
FOR

THE ST. JOHN PLACE
COMMERCE CENTER

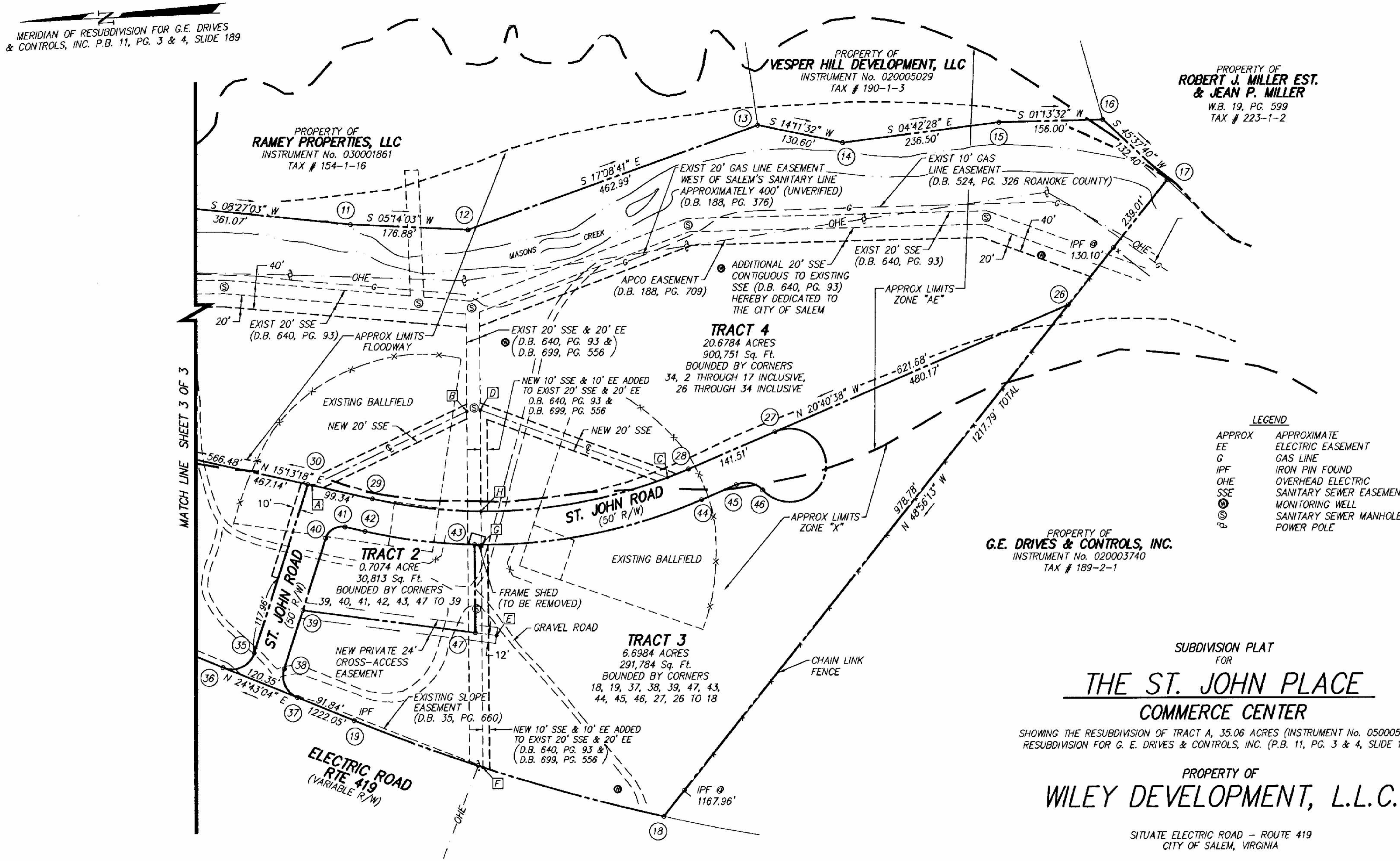
SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF
WILEY DEVELOPMENT, L.L.C.

SITUATE ELECTRIC ROAD – ROUTE 419
CITY OF SALEM, VIRGINIA

CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 6260
ROANOKE, VIRGINIA 24017
(540) 366-3400 FAX: (540) 366-8702

TAX NO.: 155-2-1		SCALE: 1"= 100'
DATE: JANUARY 18, 2005		DRAWN: JW
CALC.: JW CHK'D.: FBC, III		N.B.: WES-43
CLOSED: JW	SHEET 1 OF 3	W.O.: 05-0082



SUBDIVISION PLAT
FOR

THE ST. JOHN PLACE
COMMERCE CENTER

SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF
WILEY DEVELOPMENT, L.L.C.

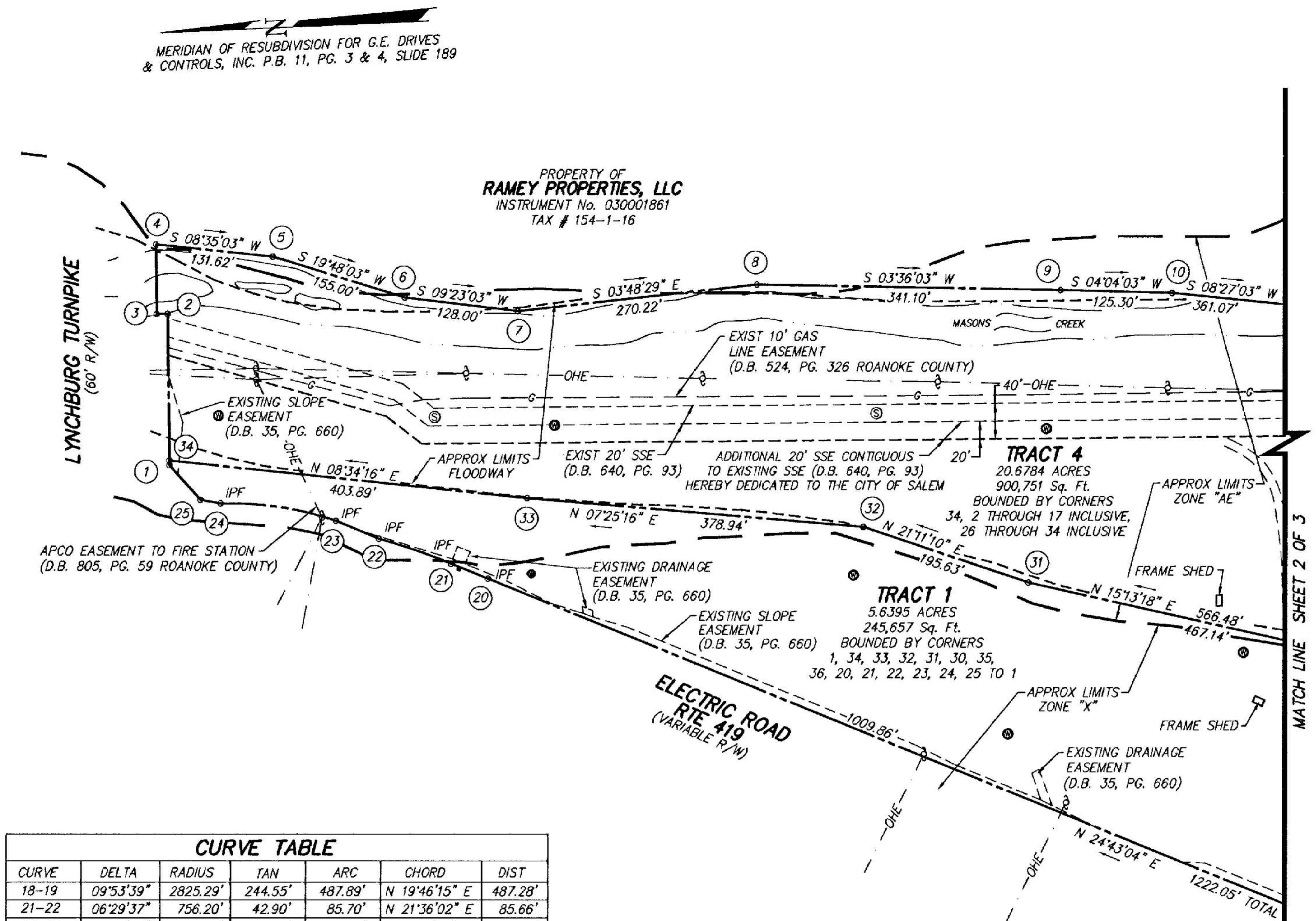
SITUATE ELECTRIC ROAD – ROUTE 419
CITY OF SALEM, VIRGINIA

100' 50' 0' 100' 200'
1" = 100'
GRAPHIC SCALE

COMMONWEALTH OF VIRGINIA
FRANK B. CALDWELL, III
NO. 1335
12 May '06
LAND SURVEYOR

CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 6260
ROANOKE, VIRGINIA 24017
(540) 366-3400 FAX: (540) 366-8702

TAX NO.: 155-2-1		SCALE: 1"= 100'
DATE: JANUARY 18, 2005		DRAWN: JW
CALC.: JW CHK'D.: FBC, III		N.B.: WES-43
CLOSED: JW	SHEET 2 OF 3	W.O.: 05-0082



LINE TABLE		
LINE	BEARING	DISTANCE
1-2	S 88°05'51" E	169.82'
2-3	N 01°54'09" E	12.00'
3-4	S 88°05'51" E	78.00'
20-21	N 24°50'51" E	44.96'
22-23	N 25°01'30" E	52.20'
24-25	N 12°39'05" E	22.83'
25-1	N 50°27'35" E	52.20'
34-1	N 88°05'51" W	5.38'
34-2	S 88°05'51" E	164.44'
38-39	S 69°39'28" E	92.55'
39-40	S 69°39'28" E	113.23'
38-40	S 69°39'28" E	205.78'
41-42	S 15°13'18" W	30.76'
43-47	N 87°46'12" W	132.31'
47-39	N 10°07'00" E	261.35'
30-35	N 69°39'28" W	265.18'
44-45	S 20°40'38" E	56.66'
30-A	S 15°13'18" W	6.82'
A-B	S 22°55'04" E	257.66'
C-D	N 22°27'51" E	299.26'
47-E	S 10°07'00" W	32.33'
19-F	S 22°37'49" W	205.83' TIE ONLY
F-G	S 87°46'12" E	334.31'
D-H	N 87°46'12" W	151.84'

CURVE TABLE						
CURVE	DELTA	RADIUS	TAN	ARC	CHORD	DIST
18-19	09°53'39"	2825.29'	244.55'	487.89'	N 19°46'15" E	487.28'
21-22	06°29'37"	756.20'	42.90'	85.70'	N 21°36'02" E	85.66'
23-24	20°29'23"	367.55'	66.43'	131.44'	N 11°10'23" E	130.74'
28-29	35°53'56"	775.00'	251.06'	485.58'	N 02°43'40" W	477.68'
35-36	94°22'32"	35.00'	37.78'	57.65'	N 22°28'12" W	51.35'
37-38	85°37'28"	35.00'	32.42'	52.30'	N 67°31'48" E	47.57'
40-41	84°52'46"	25.00'	22.86'	37.04'	S 27°13'05" E	33.74'
42-43	11°31'23"	825.00'	83.24'	165.92'	S 09°27'36" W	165.64'
43-44	24°22'33"	825.00'	178.19'	350.99'	S 08°29'22" E	348.35'
42-44	35°53'56"	825.00'	267.25'	516.91'	S 02°43'40" E	508.49'
45-46	70°31'44"	35.00'	24.75'	43.08'	S 14°35'14" W	40.41'
46-27	250°31'44"	55.00'	77.78'	240.49'	S 75°24'46" E	89.81'
28-C	02°32'46"	775.00'	17.22'	34.44'	N 19°24'15" W	34.44'

100' 50' 0' 100' 200'
1" = 100'
GRAPHIC SCALE

COMMONWEALTH OF VIRGINIA
FRANK B. CALDWELL, III
NO. 1335
12 May 06
LAND SURVEYOR

SUBDIVISION PLAT
FOR

THE ST. JOHN PLACE

COMMERCE CENTER

SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF

WILEY DEVELOPMENT, L.L.C.

SITUATE ELECTRIC ROAD - ROUTE 419
CITY OF SALEM, VIRGINIA

CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 6260
ROANOKE, VIRGINIA 24017
(540) 366-3400 FAX: (540) 366-8702

TAX NO.: 155-2-1 SCALE: 1"= 100'
DATE: JANUARY 18, 2006 DRAWN: JW
CALC.: JW CHK'D.: FBC, III N.B.: WES-43
CLOSED: JW SHEET 3 OF 3 W.O.: 05-0082

SITE & ZONING SUMMARY:

OWNER:	KANE, DANNY R & KANE, SONJA S C/O KELLY JONES
OWNER ADDRESS:	PO BOX 914 SALEM, VA 24153
SITE ADDRESS:	151 ST JOHN RD SALEM, VA 24153
TAX MAP NUMBER:	155-2-3
EXISTING LOT SIZE:	± 20.678 AC.
EXISTING ZONING:	HM: HEAVY MANUFACTURING
PROPOSED ZONING:	HBD: HIGHWAY BUSINESS DISTRICT
EXISTING USE:	COMMERCIAL OUTDOOR SPORTS AND RECREATION
FLOODPLAIN:	REGULATORY FLOODWAY
FEMA PANEL NUMBER:	51161C0142G

ZONING REQUIREMENTS (HBD):

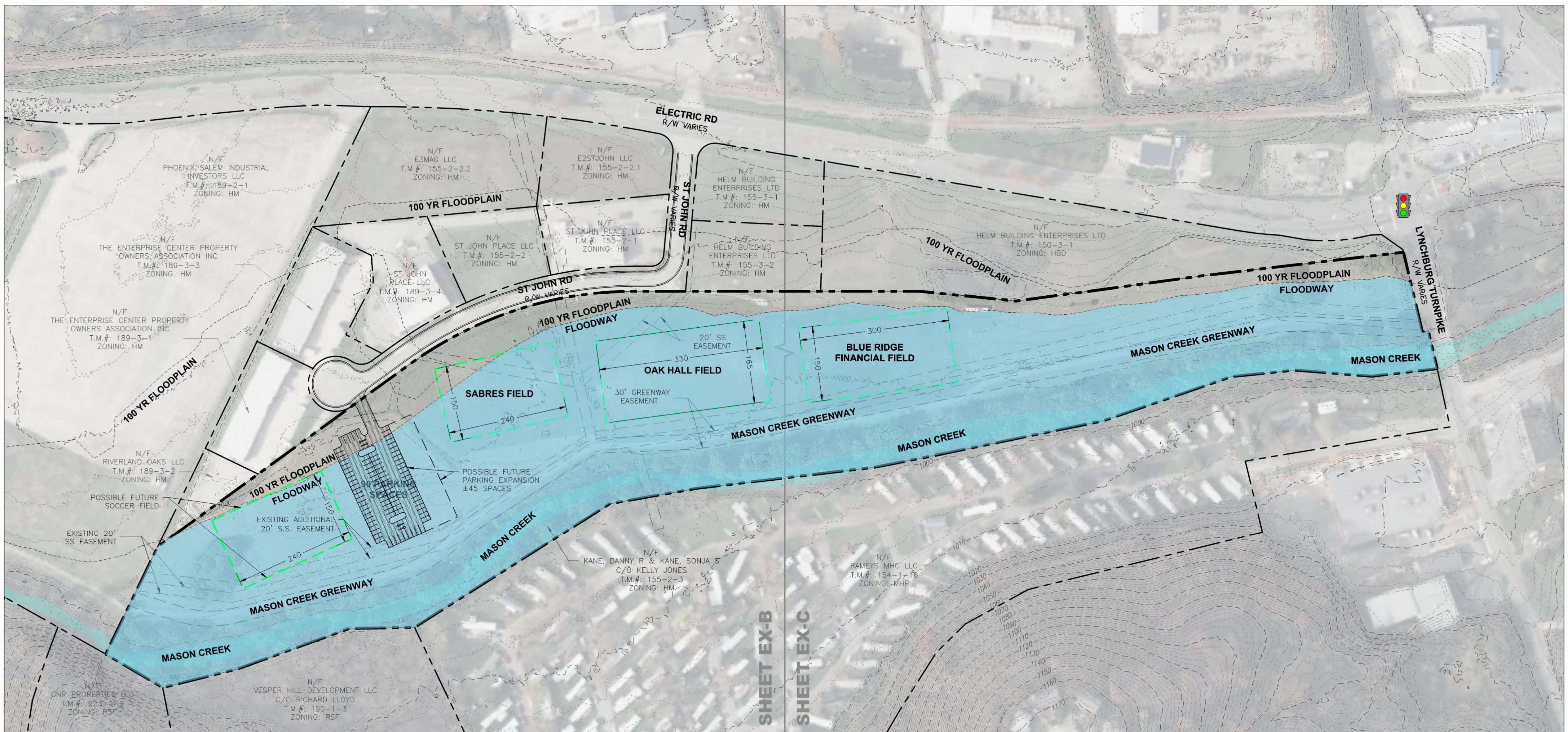
MINIMUM LOT AREA:	7,200 S.F.
MINIMUM FRONTAGE:	60' ON A PUBLIC STREET
SETBACKS:	
FRONT:	30' FROM STREET CENTERLINE
SIDE:	NONE
REAR:	NONE
MAXIMUM HEIGHT OF STRUCTURES:	80'

100 0 100 200 300

1" = 100'

DATA SOURCE: LOCAL GOVT GIS, FEMA, FWS, USDA, USGS, VDEM, VDOT.

CONCEPT PLAN NOTE: THIS PLAN IS FOR CONCEPTUAL PLANNING PURPOSES AND HAS BEEN PREPARED USING COMPILED INFORMATION. A CURRENT FIELD SURVEY HAS NOT BEEN PERFORMED TO VERIFY ALL EXISTING CONDITIONS ON-SITE.



BALZER & ASSOCIATES
PLANNERS / ARCHITECTS
ENGINEERS / SURVEYORS

Roanoke / Richmond
New River Valley
Shenandoah Valley

www.balzer.cc

1208 Corporate Circle
Roanoke, VA 24018
540.772.9580

PRELIMINARY
NOT FOR CONSTRUCTION

ST JOHN PLACE EXHIBIT

CONCEPT PLAN

151 ST JOHN RD
SALEM, VIRGINIA

DRAWN BY	NDH
DESIGNED BY	CPB
CHECKED BY	CPB
DATE	3/24/2025
SCALE	1" = 100'
REVISIONS	

EX-A

PROJECT NO.

AFFADAVIT OF MAILING PURSUANT TO S15.2-2204
CODE OF VIRGINIA

PLANNING COMMISSION **ITEM #5A**
MAY 14, 2025

This is to certify that I mailed letters in reference to the rezoning request of Danny R. and Sonja S. Kane, property owner, to rezone the property located at 151 St. John Road (Tax Map # 155-2-3) from HM Heavy Manufacturing to HBD Highway Business District, to the following property owners and adjacent property owners on April 25, 2025, in the 2:00 p.m. mail:

POOR MOUNTAIN INVESTMENTS LLC 6390 QUINCE MOUNTAIN RD SALEM VA 24153	WEAVER, TRENTON 1443 LYNCHBURG TPKE SALEM VA 24153	HELM BUILDING ENTERPRISES LTD PO BOX 2789 SALEM VA 24153-0580
RAMEYS MHC LLC PO BOX 792 CHARLOTTESVILLE VA 22902	ST JOHN PLACE LLC 1819 ELECTRIC RD STE E ROANOKE VA 24018	DANNY R KANE SONJA S KANE PO BOX 914 SALEM VA 24153
PHOENIX SALEM INDUSTRIAL INVESTORS LLC 401 E KILBOURN AVE STE 201 MILWAUKEE WI 53202	THE ENTERPRISE CENTER PROPERTY OWNERS ASSOCIATION 1819 ELECTRIC RD STE E ROANOKE VA 24018	OLDE SALEM CONTRACTING INC PO BOX 2492 SALEM VA 24153
HCG VENTURES LLC 8032 ARABIAN LN CATAWBA VA 24070	ROBERT H GUILL SHERRY L HOLLAND 3964 WINDING WAY ROAD SW ROANOKE VA 24015	RIVERLAND OAKS LLC PO BOX 2492 SALEM VA 24153
VBS HOLDINGS LLC 1975 REAVIS LN SALEM VA 24153	GNR PROPERTIES LLC 1535 LINKS VIEW DR SALEM VA 24153	

Signed ______________________ Date 4/25/25

City of Salem
Commonwealth of Virginia
The foregoing instrument was acknowledged before me this 25 day of April, 2025 by
Melissa D. Wickham

Tammy Dunn
Notary Public
My commission expires: 10/31/2028

TAMMY DUNN
NOTARY PUBLIC
REG # 00272427
COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

PLANNING COMMISSION

MINUTES

Wednesday, May 14, 2025, at 7:00 PM

Work Session, 6:00 PM, Council Chambers Conference Room, City Hall,
114 North Broad Street, Salem, Virginia 24153
Regular Session, 7:00 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

IT IS NOTED THAT THE MINUTES FOR THIS MEETING OF THE CITY OF SALEM PLANNING COMMISSION WERE PREPARED WITHOUT THE BENEFIT OF AN AUDIO RECORDING.

WORK SESSION

1. Call to Order

A work session meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 6:00 p.m., on Wednesday, May 14, 2025, there being present the following members of said Commission, to wit: Denise P. King, Reid Garst, Jackson Beamer, Mark Henrickson, and Nathan Routt, constituting a legal quorum, with Chair King, presiding; together with H. Robert Light, Assistant City Manager and Deputy Executive Secretary, ex officio members of said Commission; Charles E. Van Allman, Jr., Director of Community Development; Mary Ellen Wines, Planning & Zoning Administrator, Maxwell S. Dillon, Planner, and Jim H. Guynn, Jr., City Attorney; and the following business was transacted:

Chair Denise King reported that this date, place, and time had been set in order for the Commission to hold a work session. The work session meeting was called to order at 6:02 p.m.

2. Unfinished Business

A. Amendment to the Zoning Ordinance

A discussion was held regarding the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

3. New Business

B. Amendment to the Zoning Ordinance

A discussion was held regarding the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District

C. Comprehensive Plan 2045 – Back to Salem's Future

A discussion was held regarding postponing to a future meeting. The future meeting will be readvertised.

4. Adjournment

Chair King adjourned at 6:42 p.m.

REGULAR SESSION

1. Call to Order

A regular meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 7:00 p.m., on Wednesday, May 14, 2025, there being present the following members of said Commission, to wit: Denise P. King, Reid Garst, Jackson Beamer, Mark Henrickson, and Nathan Routt, constituting a legal quorum, with Chair King, presiding; together with H. Robert Light, Assistant City Manager and Deputy Executive Secretary, ex officio members of said Commission; Charles E. Van Allman, Jr., Director of Community Development; Mary Ellen Wines, Planning & Zoning Administrator, Maxwell S. Dillon, Planner, and Jim H. Guynn, Jr., City Attorney; and the following business was transacted:

Chair Denise King reported that this date, place, and time had been set in order for the Commission to hold a public meeting. The meeting was called to order at 7:00 p.m.

A. **Pledge of Allegiance**

2. Consent Agenda

A. **Minutes**

Consider acceptance of the minutes from April 16, 2025, work session and regular meeting.

Chair King confirmed no corrections were raised and accepted the minutes as presented.

Chair King stated, if anyone was in attendance for the Comprehensive Plan, that item had been postponed until a future meeting and it would be readvertised.

3. Unfinished Business

A. **Amendment to the Zoning Ordinance**

Hold public hearing and consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

The petitioner had previously requested to continue this item to the May 14, 2025, meeting.

Property legal notice has been given and all adjoining property owners have been notified of said hearing.

Chair King opened the public hearing at 7:05 p.m. She invited the petitioner to address the Commission and present their request. She mentioned that they would need to state their name and address for the record.

Patrick Snead of 302 Live Oak Court addressed the Commission and thanked them for the continuation of the rezoning request. Mr. Snead stated that the subject property offers unique opportunities in that it contains one lot on Brand Avenue and one lot on Carey Avenue. The Brand Avenue lot is already zoned RB and allows townhomes by right. The Carey Avenue lot is a landlocked site zoned RSF. They want to rezone the Carey Avenue site to RB and combine it with the Brand Avenue lot for development as one property. He emphasized that stormwater management remains their primary concern, and discussions were ongoing with the City of Salem to address this issue.

Crystie Combs of 119 Carey Avenue addressed the Commission. She stated that she has lived at this location for 20 years. She reported that when the homes on the east side of Carey Avenue were constructed, water began to pond on her property. She fears the proposed additional development would worsen the problem.

Dennis Dessurean of 108 Carey Avenue addressed the Commission and stated his concern was also the stormwater runoff. He stated that water from 220 Brand Avenue flows to 145 Carey Avenue, while 119 Carey Avenue retains water and drains toward the Snead property.

Phillip Beland of 312 Carey Avenue addressed the Commission and noted a big problem was with mosquitoes. He stated that his property serves as a stormwater catch basin for Carey Avenue. The City was supposed to treat 220 Brand Avenue with tablets for mosquitoes but that has been inconsistent. He would also prefer only single-family development at this location.

Rebecca Horton of 419 Roanoke Boulevard addressed the Commission and stated that she is the owner of 112 Brand Avenue. They thought the flooding appeared to have subsided for a time but returned following the extension of Harrison Avenue. She asked whether the City would provide oversight on the proposed development and what remedies would be available if the stormwater management plan failed.

Mr. Beland asked about the Harrison Avenue extension and placing a culvert.

Mr. Dessureau asked who would be liable if there was flooding at this location.

Charles Van Allman addressed the stormwater issue and stated that a consultant would be brought in to determine the most efficient solution for both the upper and lower ends of Carey Avenue. He stated that this would probably be developed in 2 phases.

Chris Burns addressed the Commission and stated his concern was also stormwater management but noted that the proposal would provide a more holistic approach to storm water management, rather than a "piece-meal" solution with separate projects.

The Commission recommended approval with two voluntary proffers:

1. Townhouses shall be the only allowable use on the property.
2. The property shall not have vehicular access from Carey Avenue.

Chair King noted that she does not think it is appropriate to hold this property owner responsible for a larger-scale water problem and asked if there was anyone else to speak on the matter. Hearing none, she closed the public hearing at 7:30 pm. and asked for a roll call vote:

Mr. Routt - Aye
Mr. Henrickson - Aye
Mr. Beamer - Aye
Mr. Garst - Aye
Chair King – Aye

On the motion made by Mr. Garst and seconded by Mr. Beamer and duly carried, the Commission recommends to the City Council the approval of the rezoning of 19 Carey Avenue from RSF to RB with the two proffered conditions that use will be limited to townhouses only and there will be no vehicular access from Carey Avenue.

Chair King explained that the Planning Commission is a research and recommending body to the City Council. This matter has been approved with a 5-0 vote and will now go to City Council. Attendees will need to appear at the City Council meeting when this is on their Agenda. They will be notified of the time and date once it has been placed on their Agenda. For those of the public, everything will appear in the Salem Times Register or the Roanoke Times, as well as the website for the City of Salem.

4. New Business

A. **Amendment to the Zoning Ordinance**

Hold a public hearing and consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Property legal notice has been given and all adjoining property owners have been notified of said hearing.

Chair King opened the public hearing at 7:46 p.m. She invited the petitioner to address the Commission and present their request. She mentioned that they would need to state their name and address for the record.

Chris Burns, representing Salem Sabres soccer club, addressed the Commission and stated that the application was being submitted on behalf of the property owners. He explained the site is currently developed with three soccer fields and is actively used by the Salem Sabres. The purpose of the proposed rezoning is to expand the existing facilities by adding additional parking, more playing fields and a designated training area to support the club's ongoing operations.

Reid Garst asked if the provided concept was preliminary.

Mr. Burns confirmed that it was preliminary and explained that the property will continue to be used for the soccer club known as the Salem Sabres.

Nathan Routt asked if the property was used for practices, games and tournaments.

Mr. Burns confirmed that the property is used for all aspects of the soccer club's activities, and they currently have 14 teams.

Chair King asked about the age of the participants.

Mr. Burns stated that the club includes children ranging in age from 3-4 years old to high school-aged youth.

Mark Henrickson asked for confirmation that the subject property at 151 St. John Road would be used for the soccer club activities.

Mr. Burns confirmed that it would be used for the soccer club.

Ted Dyer of 105 St. John Road addressed the Commission and expressed support for the project. He stated he was pleased with both the property owners and Salem Sabres Soccer Club for moving forward with the proposed improvements.

Chair King asked if there was anyone else to speak on the matter. Hearing none, she closed the public hearing at 7:48 pm. and requested a roll call vote:

Mr. Routt - Aye
Mr. Henrickson - Aye
Mr. Beamer - Aye
Mr. Garst - Aye
Chair King - Aye

On the motion made by Mr. Routt and seconded by Mr. Henrickson and duly carried, the Commission recommends to the City Council that the rezoning request from HM Heavy Manufacturing to HBD Highway Business District for 151 St. John Road be approved.

Chair King explained that the Planning Commission is a research and recommending body to the City Council. This matter has been approved with a 5-0 vote and will now go to City Council. Attendees will need to appear at the City Council meeting when this is on their Agenda. They will be notified of the time and date once it has been placed on their Agenda. For those of the public, everything will appear in the Salem Times Register or the Roanoke Times, as well as the website for the City of Salem.

B. **Comprehensive Plan 2045 - Back to Salem's Future**

Hold public hearing and consider adopting resolution of recommendation regarding "Comprehensive Plan 2045" for the City of Salem. The plan addresses housing, redevelopment, open space, city government, transportation & infrastructure, land use, and other information used to outline the City's long-term vision and goals for development and growth. (Amended) (Advertised in the April 24, and May 1, 2025, issues of the Salem Times Register.)

NOTE: THIS ITEM WAS POSTPONED TO A FUTURE MEETING AND WILL BE RE-ADVERTISED.

5. Adjournment

Chair King asked if there was any additional business for the Planning Commission. There being no further business, Chair King adjourned the meeting.

CITY OF SALEM, VIRGINIA
SALEM CITY COUNCIL
114 NORTH BROAD STREET
P.O. BOX 869
SALEM, VIRGINIA 24153-0869

May 15, 2025

Danny R. and Sonja S. Kane
151 St. John Road
Salem, VA 24153

RE: Petition For Zoning Amendment (Rezoning)
151 St. John Road
Tax Map # 155-2-3

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, June 9, 2025, at 6:30 p.m.** in the **Council Chambers, First Floor, Salem City Hall, 114 North Broad Street, Salem, Virginia** for consideration of your rezoning request for the above referenced property. **The public hearing and first reading of the ordinance will be held at the June 9th meeting. A separate reading of the ordinance is required at a subsequent meeting, and the ordinance will be in full force and effective 10 days after the adoption of the ordinance on second reading.**

If you have any questions regarding this matter, please contact our office at (540) 375-3016.

Sincerely,

H. Robert Light

H. Robert Light
Assistant City Manager/Clerk of Council

Cc: Josh Jones

Notice of Hearing

Published in Cardinal News on May 22, 2025

Location

Virginia County, Virginia

Notice Text

Notice of Public Hearing
Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on Monday, June 9, 2025, at 6:30 p.m., in Council Chambers, City Hall, 114. N. Broad Street, in the City of Salem, Virginia, will hold a public hearing, pursuant to Sections 15.2-2204 and 15.2-2285 of the Code of Virginia, as amended, to consider the following requests relative to the CODE OF THE CITY OF SALEM, VIRGINIA:

Consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

2. Consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Copies of the proposed plans, ordinances or amendments may be examined in the Office of Community Development, 21 South Bruffey Street, Salem, Virginia.

At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said requests.

THE COUNCIL OF THE CITY OF SALEM, VIRGINIA

BY:
H. Robert Light
Clerk of Council

Notice of Hearing

Published in Cardinal News on May 29, 2025

Location

Virginia County, Virginia

Notice Text

Notice of Public Hearing
Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on Monday, June 9, 2025, at 6:30 p.m., in Council Chambers, City Hall, 114. N. Broad Street, in the City of Salem, Virginia, will hold a public hearing, pursuant to Sections 15.2-2204 and 15.2-2285 of the Code of Virginia, as amended, to consider the following requests relative to the CODE OF THE CITY OF SALEM, VIRGINIA:

Consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

2. Consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Copies of the proposed plans, ordinances or amendments may be examined in the Office of Community Development, 21 South Bruffey Street, Salem, Virginia.

At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said requests.

THE COUNCIL OF THE CITY OF SALEM, VIRGINIA

BY:
H. Robert Light
Clerk of Council

AN ORDINANCE TO AMEND SECTION 106-110, ARTICLE I, CHAPTER 106, OF THE CODE OF THE CITY OF SALEM, VIRGINIA, RELATING TO ZONING AND DIVIDING THE CITY INTO BUILDING DISTRICTS AND ESTABLISHING DISTRICT BOUNDARY LINES ON THE ZONING MAP OF THE CITY OF SALEM, VIRGINIA.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that Section 106-110, Article I, Chapter 106 of The Code of the City of Salem, Virginia, relating to building district boundary lines be amended in the following particular and no other, viz:

That the following described property in the City of Salem of Danny R. and Sonja S. Kane, property owners, located at 151 St. John Road (Tax Map # 155-2-3) be and the same is hereby changed from HM Heavy Manufacturing District to HBD Highway Business District, and the map referred to shall be changed in this respect and no other, said property being described as follows:

CONTAINING CITY OF SALEM TAX ID 155-2-3 ("TRACT 4" AS SHOWN ON PLAT BOOK 11, PAGES 48-50) **BEGINNING** AT A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE, SAID POINT BEING A COMMON CORNER BETWEEN TAX ID 155-2-3 AND TAX ID 154-1-16;

THENCE DEPARTING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S08°35'03"W 131.62 FEET TO A POINT; **THENCE** S19°48'03"W 155.00 FEET TO A POINT; **THENCE** S09°23'03"W 128.00 FEET TO A POINT; **THENCE** S03°48'29"E 270.22 FEET TO A POINT; **THENCE** S03°36'03"W 341.10 FEET TO A POINT; **THENCE** S04°04'03"W 125.30 FEET TO A POINT; **THENCE** S08°27'03"W 361.07 FEET TO A POINT; **THENCE** S05°14'03"W 176.88 FEET TO A POINT; **THENCE** S17°08'41"E 462.99 FEET TO A POINT; **THENCE** S14°11'32"W 130.60 FEET TO A POINT; **THENCE** S04°42'28"E 236.50 FEET TO A POINT; **THENCE** S01°13'32"W 156.00 FEET TO A POINT; **THENCE** S45°37'40"W 132.40 FEET TO A POINT; **THENCE** N48°56'13"W 239.01 FEET TO A POINT; **THENCE** N20°40'38"W 480.17 FEET TO A POINT ON THE EAST LINE OF ST. JOHN ROAD.

THENCE FOLLOWING THE EAST LINE OF ST. JOHN ROAD, THE FOLLOWING COURSES AND DISTANCES: N20°40'38"W 141.51 FEET TO A POINT; **THENCE** ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 775.00 FEET, A LENGTH OF 485.58 FEET, AND A CHORD BEARING AND DISTANCE OF N02°43'40"W 477.68 FEET TO A POINT; **THENCE** N15°13'18"E 99.34 FEET TO A POINT AT THE TERMINUS OF THE EAST LINE OF ST. JOHN ROAD.

THENCE DEPARTING THE EAST LINE OF ST. JOHN ROAD THE FOLLOWING COURSES AND DISTANCES: N15°13'18"E 467.14 FEET TO A POINT; **THENCE** N21°11'10"E 195.63 FEET TO A POINT; **THENCE** N07°25'16"E 378.94 FEET TO A POINT; **THENCE** N08°34'16"E 403.89 FEET TO A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE.
THENCE FOLLOWING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S88°05'51"E 164.44 FEET TO A POINT; **THENCE** N01°54'09"E 12.00 FEET TO A POINT; **THENCE** S88°05'51"E 78.00 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**.

HAVING A TOTAL AREA OF 900,751 SQUARE FEET OR 20.6784 ACRES, MORE OR LESS, SITUATE IN THE CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance be and the same are hereby repealed.

This ordinance shall be in full force and effect ten (10) days after its final passage.

Upon a call for an aye and a nay vote, the same stood as follows:

John Saunders -
H. Hunter Holliday –
Byron Randolph Foley –
Anne Marie Green –
Renee F. Turk –

Passed:
Effective:

/s/
Mayor

ATTEST:

H. Robert Light
Clerk of Council
City of Salem, Virginia

Item #: 6.A.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: June 23, 2025

AGENDA ITEM: **TAP Lease**
Authorize the City Manager to finalize and execute a lease agreement with Total Action for Progress in the Roanoke Valley (TAP) for City property located at 1031 South College Avenue.

SUBMITTED BY: Rob Light, Assistant City Manager/Clerk of Council

SUMMARY OF INFORMATION:
The City has a long-standing lease relationship with TAP at the former Norfolk and Western Salem passenger train station on 1031 South College Avenue. The City leases the facility to TAP for $1 in order to offer a Head Start program in the City that provides an early learning program for children. This preschool is free to families whose household income is below poverty guidelines as established by the U.S. Department of Health and Human Services. The lease agreement will be for a three-year term beginning on July 1, 2025 and ending on June 30, 2028. Either party may terminate the lease at any time upon a six-month written notification to the other.

FISCAL IMPACT:

STAFF RECOMMENDATION:
Staff recommends Council consider authorizing the City Manager to finalize and execute a lease agreement with TAP at 1031 South College Avenue.

ATTACHMENTS:
1. Item 6A 6-23-25 TAP - City of Salem LEASE_2025 Draft

LEASE

THIS LEASE, made and entered into this the _____ day of _____, 2025, by and between CITY OF SALEM, VIRGINIA, a Municipal corporation, hereinafter referred to as "Lessor"; and TOTAL ACTION AGAINST POVERTY IN ROANOKE VALLEY, a Virginia Non-Stock corporation, hereinafter referred to as "Lessee".

WITNESSETH

THAT, Lessor, in consideration of the premises and the mutual covenants, conditions, and undertakings of the parties hereto, does hereby lease and demise unto the Lessee, and the Lessee does hereby hire and take from Lessor, the following described property, hereinafter called the "Leased Premises", located in the City of Salem, State of Virginia, and more particularly described as the former Norfolk and Western Railway Company's Salem Passenger Station, located adjacent to and just West of College Avenue, in the City of Salem, Virginia, also known as 1031 South College Avenue (the "Leased Premises").

This Lease is made upon the following terms and conditions:

1. **TERM**: The Lease shall be for a term beginning on July 1, 2025 ("Commencement Date"), and terminating on June 30, 2028 ("Termination Date").

2. **RENT**: The fair rental value of the Leased Premises is estimated to be $37,032.00 per annum, which said rent is hereby waived by the Lessor as a contribution to the Lessee.

3. **HOLDOVER**: If the Lessee does not vacate the Leased Premises upon the expiration date of the Lease, the Lessee shall be a holdover lessee under the same terms and conditions of this Lease with the exception that the rent shall be $800.00 per month. Either party may terminate the holdover term of the Lease by giving the other a one hundred eighty day written notice to terminate.

4. **DEFAULT BY LESSEE**: Abandonment of the Leased Premises, a breach of any of the covenants or conditions of this Lease continuing for more than ten (10) days after notice thereof from Lessor, insolvency, business failure, appointment of a receiver, assignment for benefit of creditors of all or any part of the property of Lessee, or commencement of any proceedings under any bankruptcy or insolvency law by or against the Lessee, shall be deemed a default under this Lease.

No failure on the part of the Lessor to enforce any covenant or provision herein, nor the waiver of any right hereunder by Lessor, shall discharge or invalidate such covenant or provision or any other covenant, condition or provisions hereof, or affect the right of Lessor to enforce the same in event of subsequent breach or default.

5. **REMEDIES ON DEFAULT BY LESSEE**: In the event of default by Lessee, the Lessor shall have the right to declare this Lease terminated, and the Lessor shall have the right to take possession of the Leased Premises. In the event of termination for default, Lessor shall remain liable for all of its obligations under this Lease, and for such loss in damages as Lessor may sustain as a result of Lessee's breach hereof. None of the rights or remedies herein specifically provided shall be deemed or construed as exclusive of any other rights or remedies by law permitted to be exercised by the Lessor for the collection of its rent and in the event of default.

6. **BREACH BY LESSOR**: If Lessor (a) commits a material breach of this Lease or (b) fails to a substantial extent to comply with any laws with which Lessor must comply and which materially affect Lessee's health and safety, Lessee may give written notice to Lessor identifying the act and omissions constituting Lessor's breach and stating that this Lease will terminate upon a specific date not less than thirty (30) days from the date the Lessor receives the notice, unless Lessor remedies the breach within twenty-one (21) days. If Lessor remedies the breach within that twenty-one (21) day period, this Lease will not be subject to termination by Lessee in that instance. If Lessor's breach is not remediable, or if Lessor has been served with prior written notice which required Lessor to remedy a breach, and Lessor did remedy such breach and then intentionally commits a subsequent breach of like nature as the prior breach, then Lessee may give written notice to Lessor specifying the acts and omissions constituting the breach and stating that this Lease will terminate on a specific cate not less than thirty (30) days after Lessor's receipt of such notice.

Lessee will not have rights to terminate his Lease because of conditions caused by the intentional or negligent acts of Lessee or persons on the Leased Premises with Lessee's consent.

7. **TERMINATION FOR CONVENIENCE**: Either party may terminate this Lease for any reason by giving the other party written notice of termination six months before the Termination Date.

8. **ATTORNEY'S FEES**: Lessee hereby agrees to pay all costs, expenses, fees and charges incurred by the Lessor in enforcing, by legal action or otherwise,

any of the provisions, covenants and conditions of this Lease, including reasonable attorney's fees, and the Lessee hereby waives the benefit of any homestead or similar exemption laws with respect to the obligation of this Lease.

9. **USE OF LEASED PREMISES**: Lessee shall use the Leased Premises for the operation of a daycare center, and the Lessee agrees that the Leased Premises shall not be used for any other purpose without written consent of the Lessor.

10. **ASSIGNMENT AND SUBLEASE**: This Lease may not be assigned or transferred, and the Leased Premises may not be sublet, either in whole or in part, by Lessee without Lessor's prior written consent.

11. **INSURANCE AND INDEMNIFICATION**:

A. **Insurance To Be Maintained By Lessee**: The Lessee shall maintain at its expenses, throughout the terms of this Lease, insurance against loss or liability in connection with bodily injury, death, property damage, leasehold improvements and destruction (including, without limitations, to Lessee's furnishing, equipment, supplies and records), occurring within the Leased Premises or arising out of the use thereof by the Lessee or its agents, employees, invitees, visitors and patients, under one or more policies of general public liability insurance having a limit of not less than $1,000,000 combined single limit for injury to or death of any one or more persons during any one occurrence, and for property damage or destruction during any one occurrence.

B. **Lessor Not Liable For Damages**: The Lessor shall not be liable for any damage or injury to the person or property of the Lessee, or of any occupants of the Leased Premises, caused or contributed to directly or indirectly, proximately or remotely, by or from electricity, flood, wind, water, ice, snow, gas, steam or sewage, or for any other damage for any accident or injury to the Lessee or to any occupant of the Leased Premises, resulting from any cause whatsoever, and the Lessee will not hold the Lessor liable in any way, whether such accident occurred in the Leased Premises, or in any part of the building.

C. **Indemnification**: Lessee shall indemnify and save the Lessor harmless from all suits, actions, damages, liability and expenses arising from or out of any occurrence in, upon, at or from the Leased

Premises, or the occupancy or use by the Lessee of the Leased Premises, and occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, invitees, licensees or visitors.

12. **ADDITIONAL RENT**: The Lessee shall pay any taxes and assessments levied against its personal property and the business operation carried on by it as well as the cost of all business licenses and permits necessary for the operation of its business enterprises are required by law.

13. **MAINTENANCE**: Lessee shall maintain and keep and repair the Leased Premises and will replace any glass, glassware, and other fixtures broken or damaged during the term hereof by the acts of the Lessee, or any employee, agent, servant, invitee or guest of the Lessee, and will return the Leased Premises to the Lessor in as good condition as it was at the commencement of this Lease, reasonable wear and tear accepted, however, the Lessee agrees to repaint the Leased Premises and agrees that the same are in satisfactory condition and repair, that this contract of Lease represents the entire agreement between the parties hereto, and the Lessor has made no representation to the Lessee with respect to the condition, safety or suitability of the Leased Premises. Lessee shall provide satisfactory janitorial care for the cleaning and maintaining of all parts of the building and the unimproved areas of the Leased Premises (including yard maintenance).

14. **UTILITIES**: The Lessee shall pay for all utilities, including, but not limited to, electricity, gas, water and sewer.

15. **ACCESS**: The Lessor shall have access to the Leased Premises at all reasonable times during normal business hours (excepting emergencies) for the purpose of examining and inspecting the same, conditioned upon a reasonable notice to the Lessee of the time of such examination and inspection.

16. **COVENANT OF TITLE AND QUIET ENJOYMENT**: Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this Lease for the term of the same and the Lessor is lawfully seized of the Leased Premises and has good title thereto. During the term of this Lease and so long as Lessee is not in default, Lessee's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed.

17. **DESTRUCTION OF PREMISES**: If the Leased Premises shall be partially damaged by fire or other casualty, or if the Leased Premises are totally destroyed or rendered untenantable by fire or other casualty, the rents hereby reserved shall be abated until and if said premises are repaired, rebuilt and put in good and tenantable order. However, Lessor, in its sole discretion, shall determine whether to repair or rebuild the Leased Premises. In the event that Lessor decides not to repair or rebuild Leased Premises, Lessee shall have no further obligation under this Lease. Lessor shall immediately and promptly notify Lessee of its intentions concerning rebuilding the Leased Premises. Should Lessor decide to rebuild, it shall promptly and immediately obtain a building permit and begin rebuilding the Leased Premises.

18. **ADDITIONS, ALTERATIONS OR REMODELING**: Any additions, alterations, or remodeling are subject to the express written consent of the Lessor.

19. **NOTICES**: All notices required by an provision of this Lease shall be given in writing by depositing the same in the United States mail with sufficient postage by registered or certified mail addressed to the party to whom notice is to be given at the address given herein or at such other address as may from time to time be given by the parties. Notice shall be deemed to have been made at the time of depositing the letter in the United States Post Office.

Addresses of the parties are as follows:

Lessor: City Manager
City of Salem
P.O. Box 869
Salem, VA 24153

Lessee: Total Action Against Poverty
302 2nd Street, SW
Roanoke, VA 24011

20. **WAIVER**: No consent or waiver, express or implied, by the parties to or of any breach of any obligation shall be construed as a consent or waiver to or of any other breach of the same of any other obligation.

21. **ENTIRE AGREEMENT**: This Lease contains the entire agreement between the parties and no representations heretofore made are a part hereof. Any modifications of this Lease shall be in writing and signed by the parties hereto.

22. **<u>APPLICABLE LAW</u>**: This Lease shall be construed according to the laws of the Commonwealth of Virginia.

23. **<u>MODIFICATION</u>**: This Lease constitutes the entire agreement among the parties. It may not be modified or changed except by written instrument executed by Lessor and Lessee. The invalidity of any particular clause of this Lease by order of Court or decision of any judicial authority having jurisdiction over the same shall not be construed to void or invalidate the Lease in its entirety.

WITNESS the following signatures and seals:

Lessor: CITY OF SALEM, VIRGINIA

By: ____

Its: ____

Lessee: TOTAL ACTION AGAINST POVERTY IN ROANOKE VALLEY

By: ____

Its: ____

Item #: 6.B.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE:	June 23, 2025
AGENDA ITEM:	**Lease Amendment with U S General Services Administration** Consider authorizing the City Manager to finalize and execute a lease renewal with the United States Government providing office space in a City facility located at 36 East Calhoun Street.
SUBMITTED BY:	Rob Light, Assistant City Manager/Clerk of Council

SUMMARY OF INFORMATION:
The City currently has a lease to provide the United States Government with +/- 3028 square feet of office space in a City facility located at 36 East Calhoun Street. The current lease began in 2011 and will expire on June 14, 2026. The City has negotiated a five (5) year extension with a 6% shell rent increase for the renewal period beginning June 15, 2026.

The lease renewal rate is comprised of two components:
1. Shell Rent in the amount of $110,748.95/year through the five (5) year term.
2. Operating Rent in the amount of $20,962.28/year for the first year with annual increases for inflation based on the Consumer Price Index.

All other terms and conditions within the attached existing lease will remain.

FISCAL IMPACT:
The City will receive annual total lease revenues of $131,711.23 in the first year of the extension with subsequent yearly increases to the Operating Rent based on the Consumer Price Index.

STAFF RECOMMENDATION:
Staff Recommends Council consider authorizing the City Manager to finalize and execute this lease amendment.

ATTACHMENTS:

1. Item 6B 6-23-25 Lease with United States of America 2009
2. Item 6B 6-23-25 LVA09407 - LA#11- Add 5 Year Renewal

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE 11/3/09	LEASE NO. GS-03B-09407

THIS LEASE, made and entered into this date by and between

City of Salem, VA

whose address is

36 E. Calhoun St., Salem, VA 24153-0869

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

2,875 rentable square feet which yields 2,500 of ANSI/BOMA office area square feet (ABOA) of 3rd floor office and related space to be located in the City of Salem Police Department at 36 E. Calhoun St., Salem, Virginia with 1 reserved parking space and 4 non-reserved parking spaces.

to be used for such purposes as may be determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Rider Paragraph 11 through See Rider Paragraph 11, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See Rider Paragraph 11

at the rate of See Rider Paragraph 11 per see Rider Paragraph 11 in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

City of Salem, VA 36 E. Calhoun St., Salem, VA 24153

~~4. The Government may terminate this lease, in whole or in part, at any time after the fifteenth full year by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

Lessor [signature] Government BK Page 1 of 56

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

   A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
   B. This Lease No. GS- 03B-09407 consists of 56 pages.

7. The following are attached and made a part hereof:

   A. Rider to Lease No. GS-03B- 09407 being paragraph 8 through 14
   B. Solicitation for Offers 8VA2298 (now lease GS-03B-09407)
   C. General Clauses (GSA form 3517)
   D. Representations and Certifications (GSA form 3518)
   E. Floorplan
   F. In accordance with the State Historic Preservation office and Section 106 of the National Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation, the Lessor shall provide photographs, specifications, and architectural drawings throughout the design phase of the project at 30%, 60% and 90% completion for approval. The Lessor shall meaningfully engage and agrees to satisfactorily address and implement, as determined by the Contracting Officer, those issues arising from consultation with the State Historic Preservation Office. The Lessor shall update the schedule with regard to design identifying these milestones.
   G. Lessor proposed preliminary schedule & estimated cost spreadsheet (included by ref.)
   H. U.S. Court Design Guide (included by ref.)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR City of Salem, VA

BY ______________________ (Signature) ______________________ (Signature)

IN PRESENCE OF:

Mary Ellen Wines (Signature) 114 N. Broad St. Salem VA. 24153 (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY ______________________ (Signature) Contracting Officer (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

rev. | Lessor JAO KB
Gov't BK

RIDER TO LEASE GS-03B-09407

8. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9.6%

9. The total percentage of space occupied by the Government under the terms of the lease is equal to ~~10.87%~~ percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of ~~2,500~~ ABOA square feet by the total building space of ~~23,000~~ ABOA square feet. 2633.40

27404

10. Common Area Factor
The Common Area Factor of this building for this Government lease that is applied to the ABOA to determine the rentable square feet is 1.15 (~~2,875~~ 3028.41 RSF/~~2,500~~ ABOA SF).
2633.40

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of $5.75 per ABOA square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calendar days from the date of notice to proceed with the construction of the tenant improvements which shall be in accordance with Offered Preliminary Schedule (included by ref). When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for fifteen (15) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Lessor KB Government BK

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 15:

Total Rent $48.75 per ABOA square feet ($121,875 annual rent)

Shell Rent $39.67 per ABOA

Amortized annual cost per ABOA SF for Tenant Alteration Allowance*: $3.33 per ABOA.

Interest rate at which Tenant Alterations are amortized: 0%
Lessor Tenant Alteration Overhead and Profit: 0%

Annual Cost of Services: $5.75 per ABOA

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of $ 50.00 per ABOA, 2,500 ABOA x $50.00 = $125,000 which is included in the rent, using the 0 % amortization rate over the firm term of fifteen (15) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 0% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

In accordance with Paragraph 4.6 "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is $0 per hour.

13. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so

Lessor KSB Government BK

desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

14. Definitions:

A. Where the word "Offeror" appears it shall be considered "Lessor"

B. Where the word "should" appears it shall be considered to be "shall"

C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor KSB Government bl

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

United States Court of Appeals

IN

Salem, VA

NAME: Brice King

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

INITIALS: KGB & BK
LESSOR GOV'T

INITIALS: KGB & BK
LESSOR GOV'T

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

A. The General Services Administration (GSA) is interested in leasing approximately 2,875 rentable square feet of space. The rentable space shall yield approximately 2,500 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).

B. The Government requires 1 reserved parking spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.

C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.

D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:

1. Narrow column spacing;
2. Atriums, light wells, or other areas interrupting contiguous spaces;
3. Extremely long, narrow runs of space;
4. Irregular space configurations; or
5. Other unusual building features.

E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.

F. As part of this space requirement, the Government may require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.

1.2 LEASE TERM (SEP 2000)

The lease term is for fifteen (15) years, with a five (5) year renewal option. GSA may terminate this lease in whole or in part at any time on or after the first fifteen years of occupancy on 90 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.3 OFFER DUE DATE (AUG 2008)

Offers are due by 6/19/09 and shall remain open until lease award.

1.4 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See Security Requirements for additional information.

1.5 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

1.6 AREA OF CONSIDERATION (AUG 2008)

Salem, VA bounded by the south by east and west Burwell St. on the east by Thompson Memorial Drive and Richfield Ave., on the north by east and west Clay St., and on the west by Academy St., inclusive of properties on both sides of indicated boundry streets.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.7 LOCATION: CITY CENTER (AUG 2008)

A. NEIGHBORHOOD:
Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.

B. PARKING:
The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking or parking within a walkable 1/4 mile shall be available at a ratio of 1 space for every 500 rentable square feet of Government demised area.

C. LOCATION AMENITIES:
A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/2 mile, as determined by the contracting officer.

D. PUBLIC TRANSPORTATION:
Public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile.

E. SUBMITTAL REQUIREMENT:
The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

1.8 OCCUPANCY DATE (AUG 2008)

A. Occupancy is required 120 days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

1.9 NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

1.10 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

1.11 BUILDING SHELL REQUIREMENTS (AUG 2008)

A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to

INITIALS: KLB & AL
LESSOR GOV'T

Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.

5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.

6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.

7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

14. All of the above improvements are described in more detail hereinafter in this solicitation.

15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.12 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: *HTTP://WWW.ARNET.GOV/FAR/*

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

INITIALS: VGB & BL
LESSOR GOV'T

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

2.2 HISTORIC PREFERENCE, GSAR 552.270-2 (SEP 2004)

A. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:

1. Historic properties within historic districts.

2. Non-historic developed and non-historic undeveloped sites within historic districts.

3. Historic properties outside of historic districts.

B. DEFINITIONS:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic district means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.

3. Historic property means any prehistoric or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

1. First to suitable historic properties within historic districts, a 10 percent price preference.

2. If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

3. If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

1. First to suitable historic properties within historic districts, a 10 percent price preference.

2. If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

3. If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

INITIALS: KGB & BL
LESSOR GOV'T

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. An historic property within an historic district.

2. A non-historic developed or undeveloped site within an historic district.

3. An historic property outside of an historic district.

2.3 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

   a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

   b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

   c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

   d. The cost of the Offeror's project development fees associated with Tenant Improvements. The Lessor is required, as part of their offer, to identify fees, if any, for administrative costs, general contractor fees, profit and overhead costs, Offeror's overhead, A/E design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. These fees, expressed as a percentage rate, will be evaluated. The amount of project development fees will be added to the amount of the TI allowance for purposes of price evaluation (for example, if SFO specified TI allowance is $30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using $31.50 per ABOA). This cost will be discounted annually at 5%.

INITIALS: VSB & BK
LESSOR GOV'T

8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

2.4 **AWARD (AUG 2008)**

A. After conclusion of negotiations, the Successful Offeror and the GSA Contracting Officer will execute a lease prepared by GSA, which incorporates the agreement of the parties. The lease shall consist of the following:

1. U.S. Government Lease for Real Property (SF2),
2. General Clauses,
3. Representations and Certifications
4. The pertinent provisions of the offer, and
5. The pertinent provisions of the SFO,
6. Floor plans of the offered space.

B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

3.1 OFFER PROCEDURES (AUG 2008)

A. All original offers, including all required documents, must be submitted to the authorized real estate broker of the General Services Administration (GSA) at the address below. Documents must be properly executed and submitted no later than 5:00 pm of the offer due date.

B. REQUIRED DOCUMENTS:

1. Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents. If claiming an historic preference in accordance with the Historic Preference paragraph above (GSAR 552.270-2, SEP 2004), Offeror must submit one of the following as documentation that the property is historic or the site of the offered property is within a historic district: a letter from the National Park Service stating that the property is listed in the National Register of Historic Places or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the property is listed in the National Register of Historic Places, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the National Register of Historic Places Identification Number and date of listing available from the National Register of Historic Places Database found at www.nps.gov/nr.

2. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

3. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's authorized representative) should be contacted.

4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

A. The Tenant Improvement Allowance is $50.00 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)

A. At the time of submission of offers, the Offeror shall submit to the Contracting Officer:

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.

2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:

   a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

   b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.

   c. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

   d. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

   e. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements Allowance over the firm term of the lease. If the Lessor chooses to amortize the Tenant Improvements for a period of time exceeding the firm term of the lease, the Lessor shall indicate the extended time in the offer.

   f. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

   g. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.

   h. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs 3, 4, 5, and 6 for the lease.

   i. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

   j. *Statement of Offeror's Fees for Tenant Improvements*. Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.

   k. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.

3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or $) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or $).

INITIALS: KGB & BL
LESSOR GOV'T

4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

5. Building Security Unit Price List (enclosed).

6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.

7. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA form 1217 (July 1994).

3.5 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.

3. Evidence of ownership or control of site.

B. AFTER AWARD:
Within 30 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:
Within 10 days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.

2. Issuance of a building permit covering construction of the improvements.

3.6 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

A. AT THE TIME OF INITIAL SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation

2. Seismic Safety Certification (for new construction, this is required upon substantial completion of space, in accordance with the "Seismic Safety (for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).

3. Pre-lease Building Security Plan.

4. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.

5. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.

6. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.

7. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

INITIALS: KGB & BH
LESSOR GOV'T

8. Plans for Space Offered.
   a. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ANSI/BOMA Office Area square footage that the most efficient corridor pattern would have yielded.

B. AFTER AWARD:
   1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.

   2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

   1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

   2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.

   3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:
Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:
If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

4.2 TAX ADJUSTMENT (AUG 2008)

A. Purpose:
This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

B. Definitions:
The following definitions apply to the use of capitalized terms within this paragraph:

   1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.

   2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

   3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

INITIALS: KSB & BK
LESSOR GOV'T

4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.

5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.

7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.

C. Adjustment for Changes in Real Estate Taxes:

1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

3. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.

INITIALS: KSB & BH
LESSOR GOV'T

7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFFECTED.

D. Tax Appeals:
If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

4.3 OPERATING COSTS (AUG 2008)

A. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

1. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.

2. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

3. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

4. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.

4.4 **ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)**

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

4.5 **NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

4.6 **OVERTIME USAGE (AUG 2008)**

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.

C. When the cost of service is $2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

E. **Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.**

4.7 **UTILITIES (AUG 2008)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

4.8 **JANITORIAL SERVICES (AUG 2008)**

A. Cleaning shall be performed during tenant working hours.

B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;

2. use products and equipment considered environmentally beneficial .and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and

3. minimize the use of harsh chemicals and the release of irritating fumes.

4. Examples of acceptable products may be found www.gsa.gov/p2products.

C. SELECTION OF PAPER PRODUCTS:
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily*. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week.* Sweep or vacuum stairs.

3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.

11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.

12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.9 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

Within 60 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

4.10 LANDSCAPE MAINTENANCE (AUG 2008)

A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

B. See additional information in the "Landscaping" paragraph in the GENERAL ARCHITECTURE section of this solicitation.

4.11 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

A. The Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

4.12 NOVATION AND CHANGE OF NAME (AUG 2008)

A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205

C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.

D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.

E. The transferee must submit a new GSA Form 3518, Representations and Certifications.

F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.

H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.

I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.

J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.15 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at *http://www.ccr.gov*) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.

B. The Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:

1. Window glazing and façade protection level, with a performance condition as specified in this SFO, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

2. Setback distance, as specified in this SFO, from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

3. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

C. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

D. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.

E. Offers must include an itemized estimate for the costs of each security item identified as "shell" in the Lease Security Standards section elsewhere in this SFO and for any security item identified as a Special Requirement.

5.2 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.

2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting *HTTP://WWW.ICCSAFE.ORG.*

3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.

B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".

C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the International Building Code (IBC).

D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

5.3 FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.

B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems.*

C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The building is 2 or more stories in height above the level of exit discharge.

2. The total calculated occupant load of the building is 300 or more occupants.

3. The building is subject to 100 or more occupants above or below the level of exit discharge.

E. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, the emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

5.4 TENANT IMPROVEMENTS PRICING REQUIREMENTS (AUG 2008)

A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal including overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).

2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.

3. No building shell items shall be included in the pricing for the Tenant Improvements.

4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.

5. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.

6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.

7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.

8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.

9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in this section.

5.5 SUBSEQUENT TENANT ALTERATIONS $100,000 OR LESS (AUG 2008)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders for Tenant Improvement $100,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements $100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

INITIALS: VLB & HL
LESSOR GOV'T

5.6 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

5.7 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.

D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.8 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

5.9 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.10 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. <u>FLUSH-OUT PROCEDURE</u>:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the Contracting Officer.

G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.

I. Protect stored onsite and installed absorptive materials from moisture damage.

J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.11 PROJECT SCHEDULE (INCLUDING TENANT IMPROVEMENTS (TI))

A. The project schedule shall commence upon lease award. The lessor shall prepare a schedule to be divided into a minimum of the following tasks:

1. Base Building design (ready for Government to use to develop Design Intent Drawings (DIDs);
2. Government issued DIDs
3. Lessor shall submit Initial Construction Drawings including Government provided DIDs and estimated TI pricing;
4. Government review of Initial Construction Drawings and Lessor submitting Final Construction Drawings
5. Issuance of building permit and schedule of construction for divisions of work
6. TI bid submittal/negotiation;
7. Substantial completion with government inspection and punch list
8. The Government's acceptance of the Lessor's construction.

Some of these tasks are detailed below for clarification. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

B. <u>BASE BUILDING DESIGN:</u>
The Lessor shall provide to the Government Base Building drawings for review. The drawings will be submitted to the Government.

C. <u>DESIGN INTENT DRAWINGS:</u>
The Government shall prepare and provide to the Lessor the Government's approved Design Intent Drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to tie into the Base

Building and prepare construction drawings and shall consist of: 1) walls for private offices, meeting and conference rooms, lunch areas, etc..., 2) furniture locations, telephone and data outlet types and locations; and 3) specifications necessary for calculation of electrical and HVAC loads. The Lessor will then tie the DID package into the Base Building with direct conversations or e-mails with the Government as needed to resolve any conflicts that may arise in a timely manner.

D. CONSTRUCTION DRAWINGS:
The Lessor shall prepare the Construction Drawings in Draft and Final formats. The Government may require at the time of submission of construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government. Lessor will prepare two sets of Construction Drawings (including a compact disc of the final CD set), (1) a complete Building Design package with the TI components clearly marked, (2) only the TI components. All drawing submittals must be prepared in accordance with GSA Region 3's CAD Deliverables Policy. The policy is available at WWW.GSA.GOV/MIDATLANTICCADPOLICY.

E. REVIEW OF CONSTRUCTION DRAWINGS:
The Construction Drawings will be submitted to the Government. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

F. DRAWING SUBMITTALS:
Lessor shall submit a CAD file as per the GSA CAD policy below.

G. ACCEPTANCE OF SPACE:
The Government will have a Construction Manager assigned to the project who will conduct regular inspections and work with the Lessor's contractor to assure timely answers are given to resolve any conflicts during construction.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy 3) and a successful petitioning from DOE for a NARA certification.

H. RENT COMMENCEMENT:
The rent commencement date shall be the date that space acceptance is made by the Government.

I. LEASE COMMENCEMENT:
The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

5.12 PROGRESS REPORTS (AUG 2008)
After start of construction, at the Government's discretion, the Lessor shall submit to the GSA Contracting Officer, written progress reports at intervals of 30 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct meetings every 2 week(s) to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the GSA Contracting Officer. Such meetings shall be held at a location to be designated by the Government.

5.13 CONSTRUCTION INSPECTIONS (AUG 2008)

A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.

B. Periodic reviews, witnessing of tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the GSA Contracting Officer regarding the Government's comments resulting from the subject reviews, test, and inspections. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

5.14 FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

A. Paper Medium: Within 30 days after occupancy, as-built reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

B. Electronic Medium: Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

5.15 WAIVER OF RESTORATION (AUG 2008)

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

6.0 GENERAL ARCHITECTURE

6.1 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

6.2 EXITS AND ACCESS (DEC 2007)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

6.3 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

2. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

6.4 WINDOWS (AUG 2008)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

C. Fire rated glazing shall comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.

6.5 WINDOW COVERINGS (DEC 2005)

A. *Window Blinds*. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

6.6 FLOORS AND FLOOR LOAD (SEP 2000)

A. All adjoining floor areas shall be:

1. of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards,

2. non-slip, and,

3. acceptable to the Contracting Officer.

B. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

6.7 CEILINGS (SEP 2000)

A. Ceilings shall be at least 10 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.

C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

D. Should the ceiling be installed in the Government-demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.

E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plastered or spackled and taped gypsum board.

2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

3. *Corridors and Eating/Galley Areas.* Plastered or spackled and taped gypsum board or mineral acoustical tile.

6.8 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

   a. Conference rooms NIC 40

   b. Offices NIC 35

4. *Testing:* The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

B. TENANT IMPROVEMENT:

1. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.

6.9 PARTITIONS: GENERAL (DEC 2007)

BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

6.10 PARTITIONS: PERMANENT (SEP 2000)

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this lease.

6.11 BUILDING DIRECTORY (DEC 2005)

BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

6.12 LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, *WWW.EPA.GOV/CPG.*

D. The Contracting Officer shall approve the landscaping to be provided.

6.13 FLAGPOLE AND DISPLAY (AUG 2008)

A. BUILDING SHELL:

1. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Lessor, as part of shell rent, and replaced at all times during the lease term when showing signs of wear.
2. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

7.0 ARCHITECTURAL FINISHES

7.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the *WWW.EPA.GOV/CPG/PRODUCTS.HTM* web site.

B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

7.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing web site, *www.epa.gov/epp* and USDA BioPreferred products web site *www.biobased.oce.usda.gov/fb4p/*. In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
2. Minimize the consumption of resources, energy, and water;
3. Prevent the creation of solid waste, air pollution, or water pollution; or
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

7.3 FINISH SELECTIONS (AUG 2008)

A. All building finishes shall be for first class, modern space.

B. The Lessor shall consult with the Contracting Officer prior to developing colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Lessor shall provide the required colorboards within to the Contracting Officer. The colorboards shall be approved by GSA prior to installation.

7.4 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (*www.certifiedwood.org*), the Forest Stewardship Council United States (*www.fscus.org*), or the Sustainable Forestry Initiative (*www.aboutsfi.org*).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

7.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

7.6 DOORS: SUITE ENTRY (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

7.7 DOORS: INTERIOR (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

7.8 DOORS: HARDWARE (DEC 2007)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

7.9 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

7.10 PARTITIONS: SUBDIVIDING (AUG 2008)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done by the Lessor at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. If necessary, sprinklers and fire alarm notification appliances shall be installed and/or repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

4. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

7.11 WALL FINISHES (AUG 2008)

A. BUILDING SHELL:

1. *Physical Requirements.*
   a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.

   b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint or an equivalent.

2. *Replacement.* The Lessor must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All repair and replacement work must occur after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or biobased commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

7.12 PAINTING (DEC 2007)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

2. Public areas shall be painted at least every 3 years.

3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur every 5 years of occupancy.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.

2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:

3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

7.13 FLOOR COVERING AND PERIMETERS (AUG 2008)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo or durable vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.

3. Any alternate flooring must be pre-approved by the Contracting Officer.

4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclic carpet replacement shall be recarpeted every 10 years with a product meeting this solicitation's requirements. This

cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. TENANT IMPROVEMENT INFORMATION:
1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

4. Any alternate flooring shall be pre-approved by the Contracting Officer.

C. INSTALLATION:
Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

D. FLOORING – REPAIR OR REPLACEMENT:
1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:

   a. backing or underlayment is exposed;

   b. there are noticeable variations in surface color or texture;

   c. it has curls, upturned edges, or other noticeable variations in texture,

   d. tiles are loose, or

   e. tears and/or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

7.15 CARPET TILE (AUG 2008)

A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer (e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw , and Honeywell (formerly BASF).

2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, *www.epa.gov/epp.*

3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd2 for level cut/uncut construction.

5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.

6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.

7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.

8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).

9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.

10. *Flammability.* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

11. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

12. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

8.0 MECHANICAL, ELECTRICAL, PLUMBING

8.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)

A. BUILDING SHELL:
The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

B. SYSTEMS COMMISSIONING:
The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

C. TENANT IMPROVEMENT INFORMATION:
The Lessor shall provide and operate all equipment and systems installed as Tenant Improvements in accordance with applicable codes, technical publications, manuals, and standard procedures.

8.2 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

8.3 DRINKING FOUNTAINS (AUG 2008)

A. BUILDING SHELL:
The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

8.4 HEATING AND AIR CONDITIONING (AUG 2008)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.

3. Simultaneous heating and cooling are not permitted.

4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.

6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

   a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;

b. no permanent diffusers are used;

c. no plenum type return air system is employed;

d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

9. Normal HVAC systems maintenance shall not disrupt tenant operations.

10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

8.5 VENTILATION (AUG 2008)

A. BUILDING SHELL:

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality.*

2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.* Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.

3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

8.6 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

8.7 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.

2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard,*

b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces,*

c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard,* and

d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.*

3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:
Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement Allowance. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

8.18 ELEVATORS (AUG 2008)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES AND LEASE ADMINISTRATION section of this SFO. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:
Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators (current as of the award date of this SFO).* Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

8.19 LIGHTING: INTERIOR AND PARKING (AUG 2008)

A. BUILDING SHELL:

1. In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:

    a. Unless alternate lighting is approved by the Contracting Officer, modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

    b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

    c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

B. TENANT IMPROVEMENTS:

1. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement Allowance. The light fixtures shall meet the requirements as stated in the above Building Shell subparagraph A.

2. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is also part of the Tenant Improvement Allowance.

3. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.

4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see Security Requirements elsewhere in this solicitation.

9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

9.1 MEANS OF EGRESS (SEP 2007)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.

E. DEFINITIONS:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

9.3 FIRE ALARM SYSTEM (AUG 2008)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

9.4 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

9.5 ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. DEFINITION:
ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. MANAGEMENT PLAN:
If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

9.6 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

9.7 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, see EPA's website on radon at *WWW.EPA.GOV/IAQ/RADON/ZONEMAP.HTML*

9.8 RADON IN WATER (AUG 2008)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

9.9 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

9.10 **OCCUPANT EMERGENCY PLANS (AUG 2008)**

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:
http://www.9-11submit.org/materials9-1/911/acrobat/27/P3&C10EmerencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf.

9.11 **MOLD (AUG 2008)**

A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan and remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

10.0 LEASE SECURITY STANDARDS

10.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at *www.oca.gsa.gov*.

2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.

3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.

4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

10.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

10.4 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

10.5 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

10.6 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

10.7 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

10.8 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

10.9 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

10.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10.11 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

10.12 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

10.13 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.14 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. <u>1 Designated secure parking space</u>

10.15 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

10.16 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

10.17 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

10.18 SECURITY DESIGN CRITERIA (NOV 2005)

A. Security Design Criteria:
The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

10.19 SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

10.20 SECURITY DESIGN CRITERIA: HVAC (BUILDING SHELL) (NOV 2005)

Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

10.21 SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005)

The Government will review all design and engineering documents, including structural engineering calculations during design development.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at http://www.gsa.gov/leasingform.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over $2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

INITIALS: VGS & [initials]
LESSOR GOVERNMENT

STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over $100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over $100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over $100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over $500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over $10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over $10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over $10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over $25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over $10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over $25,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over $25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over $100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over $500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over $500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: KGB & BX
LESSOR GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number	Dated
	8VA2298	6-11-09

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is $19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The Offeror represents as part of its offer that it [ ] is, [✓] is not a small business concern. * SEE NOTE BELOW.

(2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it [ ] is, [✓] is not a women-owned small business concern.

(4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it [ ] is, [✓] is not a veteran-owned small business concern.

(5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ________________.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

* NOTE: THIS IS A MUNICIPAL GOVERNMENTAL LOCALITY IN VIRGINIA THAT IS PLANNING TO BUILD AND LEASE THIS BUILDING.

INITIALS: KSS & [initials]
LESSOR GOVERNMENT

GSA FORM 3518 PAGE 1 (REV 1/07)

(c) *Definitions*. As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

   (i) Be punished by imposition of fine, imprisonment, or both;

   (ii) Be subject to administrative remedies, including suspension and debarment; and

   (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition*. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

INITIALS: VGB (LESSOR) & AL (GOVERNMENT)

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over $10,000.)

The Offeror represents that—

(a) It [ ] has, [✓] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over $10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

(a) It [✓] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [✓] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ______________________ [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

INITIALS: KGS & CK
LESSOR GOVERNMENT

(ii) As an authorized agent, does certify that the principals named in subdivi (b)(2)(i) above have not participated, and will not participate, in any action contrai, to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over $100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [✓] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [✓], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[✓] TIN: 54-6001593
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[✓] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other ______________________

(f) *Common Parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name ______________________

TIN ______________________

9. **52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and zip code.
(iv) Company mailing address, city, state and zip code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 931542034

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at http://www.ccr.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[ ] Registration Active and Copy Attached

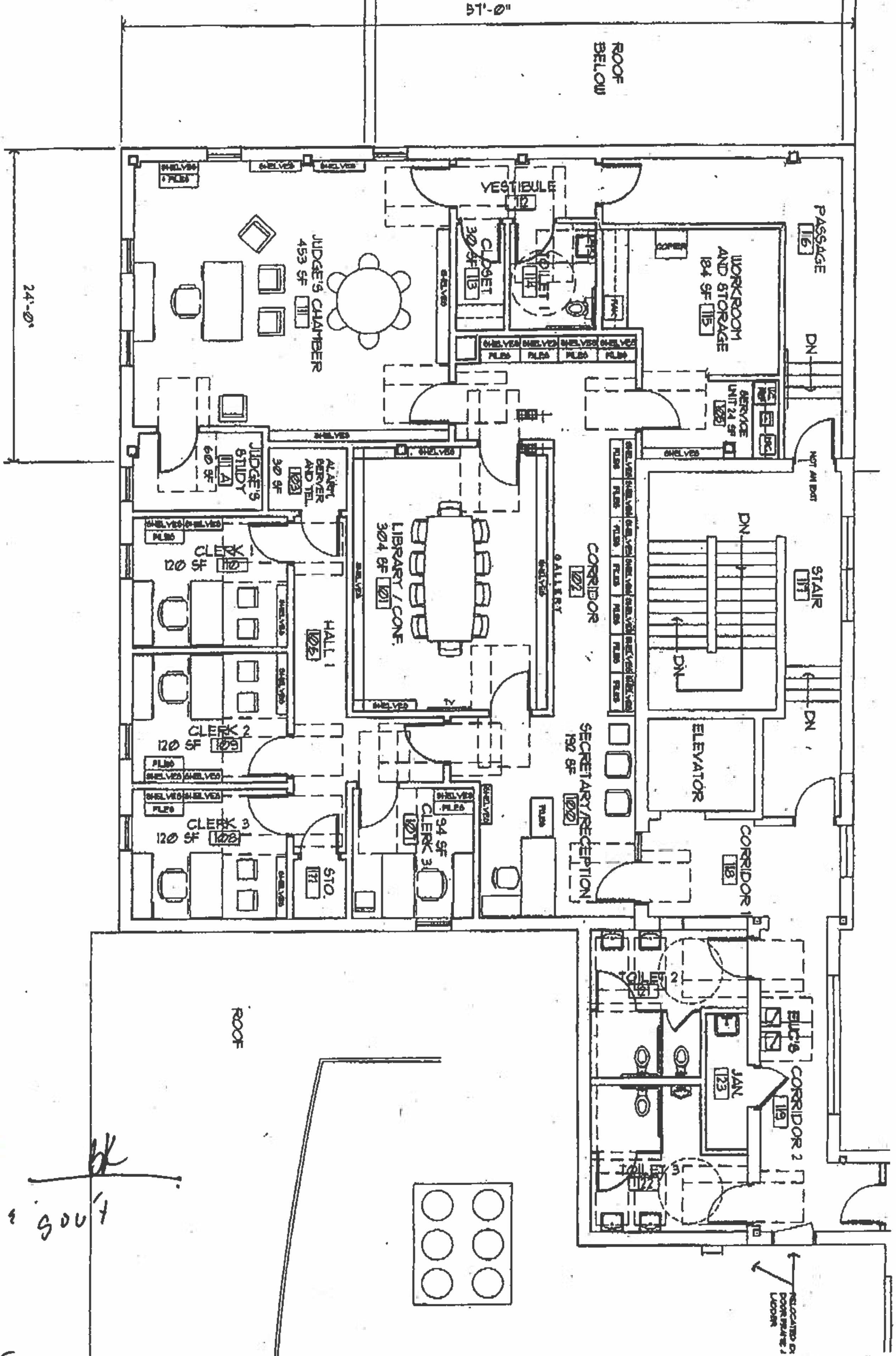
[ ] Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Kevin S. Boggess City of Salem 114 N. Broad Street Salem, VA 24153 Signature City Manager	TELEPHONE NUMBER 06-15-09 Date

INITIALS: KSB & [illegible]
LESSOR GOVERNMENT

PAGE 55 OF 56

GSA FORM 3518 PAGE 7 (REV 1/07)



THIRD FLOOR PLAN
SCALE 1/8" = 1'-0"

JUDGE'S SUITE - GROSS AREA 2454 SF

nitials: KEB ___ bk ___
lessor & gov't

p. 56 of 56

TOTAL P.20

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **LEASE AMENDMENT**	LEASE AMENDMENT No. 11 TO LEASE NO. GS-03B-LVA09407
ADDRESS OF PREMISES 36 E. Calhoun St. – Police HQ 36 E. Calhoun St Salem, VA 24153	PDN Number: N/A

THIS AMENDMENT is made and entered into between:
Salem, City of

whose address is: 114 N Broad St
Salem, VA 24153 US

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease **to incorporate a five (5) year lease renewal option.**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

A. "This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One (1) – Five (5) year lease renewal at an annual rent of $131,711.23

The annual rent of $131,711.23 breaks down as follows:

Shell Rent: $110,748.95 per year
Operating Rent: $20,962.28 per year, which includes escalations accrued through 2024, plus future escalations per Paragraph 4.3 of the lease, Operating Costs(Aug 2008)"

Provided notice be given in writing to the Lessor at least ninety (30) days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing."

This Lease Amendment contains one (1) page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ______________________
Name: Chris Dorsey
Title: ______________________
Entity Name: ______________________
Date: ______________________

FOR THE GOVERNMENT:

Signature: ______________________
Name: Elizabeth Mccullough
Title: Lease Contracting Officer
GSA, Public Buildings Service, North Branch
Date: ______________________

WITNESSED FOR THE LESSOR BY:

Signature: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

Item #: 6.C.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: June 23, 2025

AGENDA ITEM: **Lease Agreement with T-Mobile Northeast LLC**
Consider authorizing the City Manager to finalize and execute a new lease agreement with T-Mobile Northeast, LLC effective upon expiration on February 13, 2027 of the existing lease for cellular equipment on the Kime Lane water tank.

SUBMITTED BY: Rob Light, Assistant City Manager/Clerk of Council

SUMMARY OF INFORMATION:
The City has a lease agreement with T-Mobile Northeast, LLC for cellular equipment on the Kime Lane water tank. This agreement began in 2007 and the final renewal period ends February 13th, 2027. In consultation with the City Attorney, a new lease agreement has been drafted for a five (5) year term commencing on February 14, 2027. Three (3) additional renewal options are included with each requiring approval by the City.

The lease rate was reviewed with the City's cellular consultant to ensure a favorable market rate. The lease includes an annual rent escalation of 3.5% for the term of the lease, including renewal periods.

FISCAL IMPACT:
The monthly rent beginning February 14, 2027 will be $2,984.68 and will increase by 3.5% each year.

STAFF RECOMMENDATION:
Staff recommends Council consider authorizing the City Manager to finalize and execute a new lease agreement in a form acceptable to the City Attorney with T-Mobile Northeast, LLC effective February 14, 2027 upon expiration of the existing lease.

ATTACHMENTS:
1. Item 6C 6-23-25 VA54396A_EXECUTABLE

SITE LEASE AGREEMENT

This Site Lease Agreement (hereinafter the "Agreement") is made and entered into this ___ day of ______________, 2024, by and between the **City of Salem, Virginia,** a municipal corporation in the Commonwealth of Virginia (hereinafter "City"), and **T-Mobile Northeast LLC,** a Delaware limited liability company, licensed and registered to conduct business in the Commonwealth of Virginia (hereinafter "Lessee"). City and Lessee may hereinafter be referred to individually as a "Party" or jointly as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into that certain Lease Agreement dated February 14, 2007 (the "Lease") regarding the lease of certain space be Lessee from City on a portion of City's property located at 1150 Kime Lane in the City of Salem, Virginia (the "Property");

WHEREAS, the Lease is set to expire on February 13, 2027; and

WHEREAS, the Parties wish to enter this Agreement to become effective immediately upon the expiration of the Lease to allow Lessee to continue to locate the Antenna Facilities, as defined therein, on the Property.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

1. **Premises and Use.** Subject to the terms and conditions of this Agreement and the ordinances of the City, the City hereby leases to Lessee and Lessee hereby receives and accepts from the City, a portion of the the Property described on Exhibit A attached hereto and incorporated by reference, subject to any and all existing easements and a portion of the City's Kime Lane Water Tank (the "Structure") as more particularly shown on the attached Exhibit B and incorporated by reference, on which three (3) directional antennas, one (1) MW Dish, connecting cables, and appurtenances (the "Facilities") may be attached and located, the type and location of each antenna, cable and appurtenance to be reasonably approved by the City together with reasonable easements and access rights, as shown on Exhibit C (collectively, the "Leased Premises").

2. **Term.** This Agreement becomes effective upon the expiration of the Lease (the "Effective Date"). The term of this Agreement is five (5) years commencing on the Effective Date (the "Term"). This Agreement may be renewed for up to three (3) additional five (5) year terms upon mutual agreement by the Parties ("Renewal Terms"). Lessee may provide City with notice of its intention to renew at least thirty (30) days prior to the expiration of the Term of the Agreement or any subsequent Renewal Term, but such renewal shall be at the sole discretion of City and must be affirmatively accepted by City.

3. **Rent.** Starting on the date that is thirty (30) days after the Effective Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of Two Thousand Nine Hundred Eighty-Four Dollars and Sixty-Eight Cents ($2,984.68) (the "Rent"). Rent for any partial months will be prorated based upon a thirty (30)-day month. Rent shall be increased on each anniversary of the Effective Date by three and one-half percent (3.5%) over the Rent in effect for the previous year. Rent will be sent to City pursuant to City's direction.

4. Taxes and Other Charges. In addition to payment of the Rent, as set forth in Section 3 above, Lessee shall timely pay all applicable real estate or leasehold taxes, sales taxes, telecommunications taxes, utilities taxes, or any other taxes or charges directly attributable to this Agreement, the Facilities or the telecommunications services provided by Lessee or that Lessee may be required by law or regulations to collect and pay. Any applicable real estate or leasehold taxes shall be determined by the City's Real Estate Assessor and City will provide appropriate notice and documentation of such taxes to Lessee if assessor does not provide such notice directly to Lessee. Lessee shall have the right to challenge any tax or assessment and City shall cooperate with Lessee regarding such challenge.

5. Governmental Approval Contingency.

(A) Lessee Application. Lessee's right to use the Leased Premises is contingent upon Lessee obtaining and maintaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority, for Lessee's use to take place at the Leased Premises (the "Governmental Approvals"). City agrees to reasonably cooperate with Lessee, at no cost to City, in Lessee's efforts to obtain and maintain such Governmental Approvals, except that City's agreement to cooperate shall not in any way limit or interfere with the authority or discretion of any regulatory agency, governmental body or authority, affiliated with City, or of any employee, agent, or official of City in the conduct of their responsibility, authority, jurisdiction or decision making with respect to any such Governmental Approval. If Lessee fails to obtain and maintain any such Governmental Approval, either Party may terminate this Agreement immediately and City shall then promptly refund any Rent paid to City prior to said termination.

(B) Non-approval; expiration. If any application necessary under subsection 5(A) is rejected, or if any certificate, permit, license, or other Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority, such that Lessee will be unable to continue to use the Leased Premises for Lessee's intended purpose , Lessee shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. Upon such termination, the Parties shall have no further obligations to each other, except that Lessee shall restore the Leased Premises in accordance with the terms of this Agreement and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

6. Title and Quiet Possession. City represents and warrants to Lessee and further agrees that: (a) it is the owner of the Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Leased Premises, which Lessee is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign on behalf of City; and (e) Lessee is entitled to access the Leased Premises at all times and to quiet possession of the Leased Premises throughout the Term and each Renewal Term, so long as Lessee is not in default beyond the expiration of any notice or cure period.

7. Assignment/Subletting. Lessee has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Leased Premises or assign its rights under this Agreement with written notice of such assignment or sublease to City.

8. Notices. All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service.

If to City:	City of Salem c/o City Manager P.O. Box 869 Salem, Virginia 24153	If to Lessee:	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, Washington 98006 Attn: Lease Administrator Lease Compliance: VA54396A
Copy to:	City Attorney Guynn Waddell, PC 415 S. College Avenue Salem, Virginia 24153		

9. Improvements. Lessee may, at its expense and upon written approval by City, make improvements on and to the Leased Premises as it deems necessary or desirable from time to time for the operation of the Facilities. Any such improvements may only be permitted by City upon Lessee's submittal to City, at its sole cost, any necessary study or studies by an engineer selected by mutual agreement of the Parties showing that the Structure is able to support the entire structure and Facilities without prejudice to City's use of the Structure or surrounding property. Upon termination or expiration of this Agreement, Lessee will remove all of the Facilities and return City's property to a state the same as or better than it was at the commencement of this Agreement, reasonable wear and tear and loss by casualty excepted.

10. Compliance with Laws. City represents and warrants to Lessee that hte Property (including the Leased Premises) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Leased Premises.

11. **Interference.** Lessee will resolve technical interference problems that the Facilities might cause (a) with other equipment located on the Property as of the date of the Lease or (b) when Lessee desires to add additional Facilities to the Leased Premises, to any equipment that became attached to the Leased Premises between the Effective Date and such future date of additional Facilities installation. Likewise, City will not permit or suffer the installation of any equipment on City's Property after the Effective Date that: (i) results in technical interference problems with the Facilities or (ii) encroaches onto the Leased Premises.

12. **Utilities.** City represents to Lessee that all utilities adequate for Lessee's intended use of the Leased Premises are available at or near the Leased Premises. Lessee will pay for all utilities used by it at the Leased Premises. Lessee will be permitted to install a separate utility meter, and City grants to Lessee and the local utility companies (as appropriate) any easement(s) reasonably required by Lessee or the utility companies in order to provide utility service required by Lessee for its intended use of the Leased Premises throughout the Term and each Renewal Term. City will execute, at no cost to Lessee or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Leased Premises, Lessee may, at its expense, install and maintain a temporary generator and fuel storage tank at the Leased Premises or on the Property adjacent to the Leased Premises. For purposes of this Agreement, "temporary" shall mean no more than ninety (90) days, unless Lessee obtains written approval from the City.

13. **Termination.** Except as may otherwise be provided in this Agreement, this Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party as follows: (i) by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of the default (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof); (ii) by Lessee, notwithstanding Section 5, if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and/or operation of the Facilities; (iii) by City, if City determines that Lessee has failed to comply with applicable ordinances or state or federal law, or any conditions of any of the Governmental Approvals, which is not cured within thirty (30) days of receipt of written notice of default; (iv) by either Party if a court of competent jurisdiction determines that the Structure should be removed or replaced from its current site on Kime Lane in the City of Sale, Virginia; (v) by Lessee, in its sole discretion, if the Leased Premises is or becomes unacceptable for technological reasons under the Lessee's Facilities' design or engineering specifications or the communications systems to which the Facilities belong; or (vi) if a structural study from a licensed engineering firm determines that the Structure is structurally unsound, including, but not limited to, consideration of the age of the Structure, damage or destruction of all or part of the Structure due to any cause whatsoever, or any factors relating to the condition of the Leased Premises. All notices shall be writing. Lessee shall be responsible for all Rent, additional consideration and taxes directly attributable to the Facilities under this Agreement for the period of this Agreement prior to said termination date.

14. Default. If either Party is in default under this Agreement for a period of thirty (30) days following receipt of written notice form the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a thirty (30)-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the thirty (30)-day period and proceeds with due diligence to fully cure the default.

15. Indemnity. Lessee shall indemnify and agrees to defend City against and hold City harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively "Claims") resulting from any act or omission of Lessee, including, but not limited to: (i) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of the Facilities; (ii) Lessee's exercise of any right or privilege granted by or under this Agreement; or (iii) the failure, refusal or neglect of Lessee to perform any duty imposed upon or assumed by Lessee by or under this Agreement. In the event that any suit or proceeding shall be brought against City, either independently or jointly with Lessee on account of anything set forth above, Lessee, upon notice given to it by City, will defend City in any such action or other proceeding, at the cost of Lessee; and in the event of any settlement or final judgment being awarded against City, either independently or jointly with Lessee, then Lessee will pay any such settlement or judgment or will comply with such decree, pay all reasonable costs and expenses of whatsoever nature an hold City, its officers, agents, employees and volunteers harmless therefrom, unless such suit or proceeding arises from City's actions, negligence or misconduct. This indemnity obligation will survive the expiration or sooner termination of this Agreement.

16. Insurance; Bond. During the Term and all Renewal Terms, Lessee shall, at its sole expense, obtain and maintain during the life of this Agreement insurance and bonds as set forth herein. Specifically, Lessee shall maintain, during the life of this Agreement: (i) Commercial General Liability for claims from loss of life or damage or injury to persons or property arising out of any of the Lessee's work or activity under or by virtue of this Agreement or arising out of this Agreement, with limits of not less than $1,000,000 per occurrence, and $2,000,000 aggregate including Contractual Liabilityand the indemnification obligation set forth in this Agreement; (iii) Workers' Compensation covering Lessee's statutory obligation under the laws of the Commonwealth of Virginia and Employers' Liability for all its employees engaged in work under this Agreement, with limits of not less than $100,000 bodily injury each occurrence, $500,000 bodily injury by disease, and $100,000 bodily injury by disease for each employee. Commercial General Liability insurance shall waive rights of subrogation against City, its officers, agents, and employees; and (iv) Commercial Automobile Liability with limits of not less than $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement. Commercial General Liability and Commercial Automobile Liability policies will include City as an additional insured on such policy and Lessee shall provide the City with a Certificate of Insurance evidencing the required coverage. Lessee shall post and maintain for the life of this Agreement a performance bond in favor of the City in the amount of Twenty-Five Thousand Dollars

($25,000.00) which shall be issued by a bonding company approved by the City and authorized to do business in the Commonwealth of Virginia.

17. <u>Maintenance</u>. Lessee will be responsible for repairing and maintaining the Facilities installed by Lessee at the Leased Property in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of City, its agents, contractors or employees, City will promptly reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. City will maintain and repair all other portions of the Property in a proper operating and reasonably safe condition. Lessee shall be responsible for the removal of the Facilities on the Structure at any time requested by City to allow City to perform maintenance on the Structure. City shall give Lessee at least one hundred eighty (180) days prior written notice of when the maintenance will begin. Lessee acknowledges that it understands that City cannot indicate in advance the exact length of any maintenance period and that a maintenance period may be in excess of 120 days. City shall not be responsible for any relocating of the Facilities, including securing a temporary location, obtaining all permits and other required approvals, and protecting and relocating the Facilities during any maintenance period. In the event Lessee wants to install a temporary communications site on the Property for the duration of the maintenance work, Lessee must obtain approval from City for its use and location, which approval will not be unreasonably withheld, conditioned or denied. An approved temporary communications site, also referred to as a cell on wheels or COW, is a portable cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or trailer. In the event City requests the removal of the Facilities, as provided in this Section, Rent shall abate for the period during which Lessee is unable to use the Leased Premises for the use set forth in Section 1 above.

18. <u>Restoration</u>. Upon termination of this Agreement, Lessee shall have one sixty (60) days from the termination or expiration date to remove the Facilities from the Leased Premises, to repair the Leased Premises to their condition prior to installation, ordinary wear and tear, casualty and Lessee's structural improvements excepted. If the Facilities are not removed to the reasonable satisfaction of City, upon thirty (30) days prior written notice to Lessee, they shall be deemed abandoned and shall become the property of City and Lessee shall have no further rights thereto or the City shall have the right to remove and store such items and charge Lessee the cost of such removal and/or storage of such items.

a) **19.<u>Limitation of Liability</u>.** In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

20. <u>Temporary Interruption of Service</u>. If City reasonably determines that continued operation of the Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), City may order Lessee, in writing, to discontinue its operation. Lessee shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If City does not give prior written notice to Lessee, City shall notify Lessee as soon as possible after its action and give its reasons for taking the action. City shall not be liable to Lessee or any other party for any interruption in Lessee's service or interference with Lessee's operation of the Facilities in the event of such a public health and/or safety threat. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, within a thirty (30) day period, Lessee shall have the right to terminate this Agreement in accordance with Section 13 above or to agree with City to a prorated reduction of Rent.

21. **Environmental Laws.** City and Lessee shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Lessee agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify City for all such losses or damages. City agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Lessee, and will indemnify Lessee for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. City represents that it has no knowledge of any Hazardous Substances on the Property.

22. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the Parties; (b) this Agreement is governed by the laws of the Commonwealth of Virginia; (c) City hereby agrees to execute concurrently with this Agreement and deliver to Lessee a recordable Memorandum of Agreement in the form of Exhibit D, attached, which Lessee may record at its expense; (d) each Party will execute, within twenty (20) days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other Party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current Rent amount and whether any Rent has been paid in advance; (e) this Agreement (including the Exhibits) constitutes the entire agreement between the Parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of the provisions to persons other than those as to whom it is held invalid or unenforceable, will not be affect and each provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) each Party has had the opportunity to consult with its own legal counsel in connection with the negotiation of this Agreement; there will be no construction against any Party based on any presumption of that Party's involvement in the drafting of this Agreement; and (h) any legal action taking in connection with this Agreement shall tried in any court of competent jurisdiction in the Commonwealth of Virginia, to the express exclusion of all others.

19. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either Party. This Agreement is not and will not be binding on either Party until and unless it is fully executed by both Parties.

CITY OF SALEM, VIRGINIA	**T-MOBILE NORTHEAST LLC**
______________________________	______________________________
City Manager	Principle
Date: ________________________	Date: ________________________

REAL ESTATE LEGAL
T-MOBILE

TMO Signatory Level:L07,SL07
NLG-100062

EXHIBIT A
PROPERTY DESCRIPTION

BEING New Tract 11A consisting of 51.946 acres, as shown on that certain survey for Roanoke College dated August 14, 1996, prepared by John D. Abbott, PE, CLS, recorded in the Clerk's Office of the Circuit Court for the City of Salem, Virginia, in Plat Book 6, Page 47.

LESS AND EXCEPT that portion conveyed to YMCA of Roanoke Valley Inc., a Virginia non-stock corporation, from City of Salem, Virginia, a municipal corporation, by Deed dated May 31, 2002 and recorded July 1, 2002 in Instrument No. 020002920.

LESS AND EXCEPT that portion conveyed to MDG Salem LP, a Texas limited partnership from the City of Sale, Virginia, a municipal corporation, by Deed dated March 7, 2005 and recorded March 8, 2005 in Instrument No. 050000744.

LESS AND EXCEPT that portion conveyed to Backbone Investments, LLC, a Virginia limited liability company from the City of Salem, Virginia, a municipal corporation, by Deed dated May 17, 2005 and recorded June 2, 2005 in Instrument No. 050001991.

LESS AND EXCEPT that portion conveyed to Branch Development, LLC, a Virginia limited liability company from the City of Salem, Virginia, a municipal corporation, by Deed dated August 30, 2005 and recorded August 31, 2005 in Instrument No. 050003339.

LESS AND EXCEPT that portion conveyed to Branch Development, LLC, a Virginia limited liability company from the City of Salem, Virginia, a municipal corporation, by Deed dated November 17, 2005 and recorded November 22, 2005 in Instrument No. 050004641.

LESS AND EXCEPT that portion conveyed to Patrick C. Wilkerson from the City of Salem, Virginia, a municipal corporation, by Deed dated August 9, 2006 and recorded August 11, 2006 in Instrument No. 060002968.

AND BEING a portion of the same property conveyed to the City of Salem, Virginia, a municipal corporation, from The Trustees of Roanoke College, a Virginia non-stock corporation, by Deed dated September 16, 1996 and recorded September 17, 1996 in Deed Book 254, Page 654.

Tax Parcel No. 148-1-2

EXHIBIT B
LEASED PREMISES

NOTE TO GENERAL CONTRACTOR:
NO WORK IS TO BE PERFORMED ON THIS SITE WITHOUT REVIEW OF THE APPROVED STRUCTURAL ANALYSIS. IF ANY DISCREPANCIES ARE FOUND, THE GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING. AT NO TIME WILL ANY ADDITIONAL ANTENNAS BE INSTALLED WITHOUT WRITTEN CONSENT FROM TOWER/BUILDING ENGINEER.

T-MOBILE NORTHEAST LLC

SITE NUMBER: VA54396A
SITE NAME: CITY OF SALEM WT 80-2
T-MOBILE ANCHOR INSTALLATION, DESIGN 605A998E OUTDOOR

1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

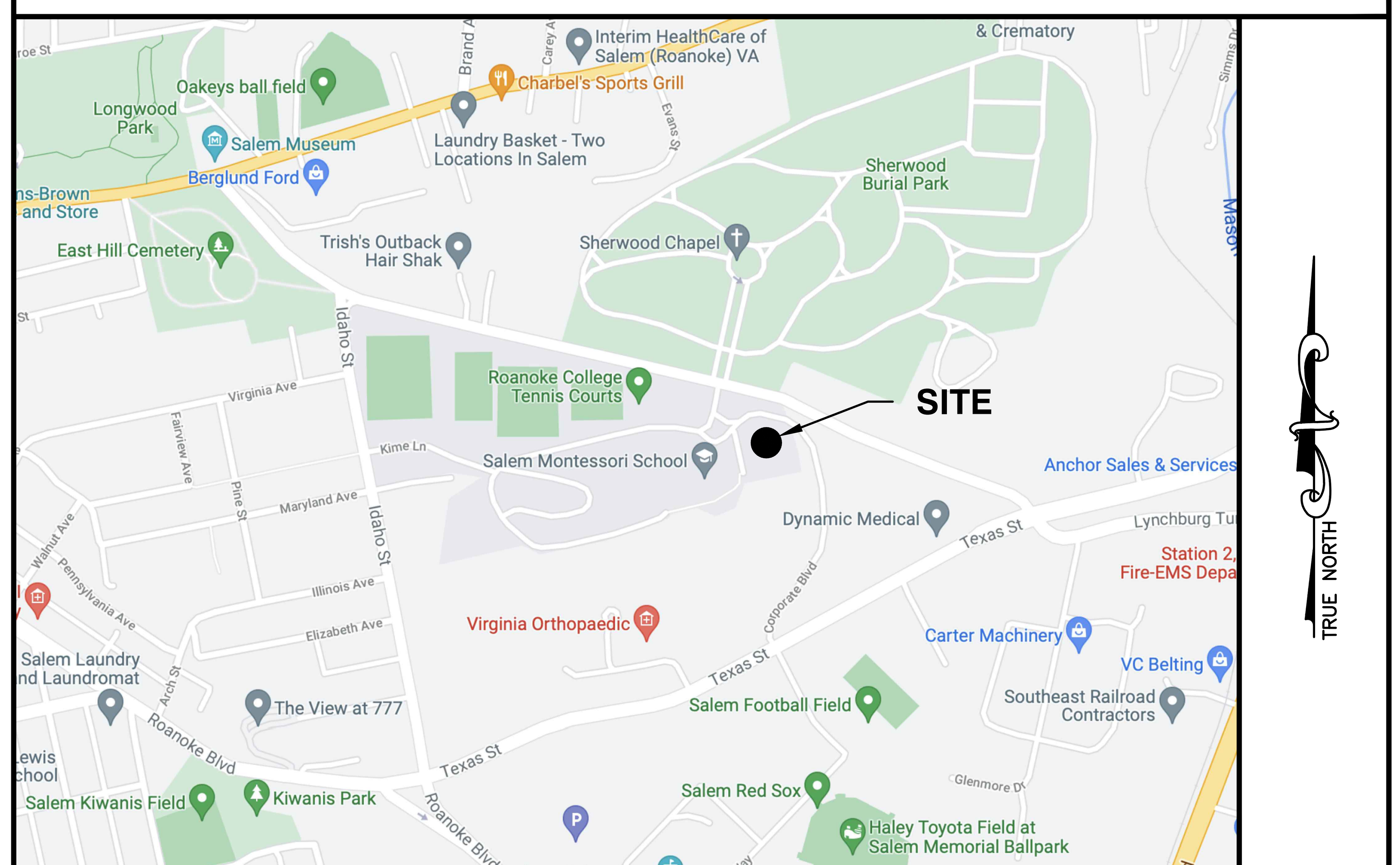
SITE INFORMATION

LATITUDE (NAD 83):	37.29080260°
LONGITUDE (NAD 83):	-80.03905260°
GROUND ELEVATION:	1085.00 FEET (AMSL)
CONSTRUCTION TYPE:	IIB
USE GROUP:	U
TOWER OWNER:	CITY OF SALEM 114 N. BROAD STREET SALEM, VA 24153
TAX ACCOUNT NUMBER:	PB13/49-52
PARCEL AREA:	3.48± ACRES
PARCEL OWNER:	CITY OF SALEM 114 N. BROAD STREET SALEM, VA 24153
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	149.5'

PROJECT TEAM

APPLICANT:	T-MOBILE NORTHEAST LLC 324 MADISON MEWS NORFOLK, VA 23510 OFFICE: (757) 453-6907 FAX: (757) 589-0904
PROJECT MANAGEMENT FIRM:	NETWORK BUILDING + CONSULTING, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 (804) 548-4079
ENGINEERING FIRM:	NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 (804) 548-4079 jdaughtrey@nbcllc.com

VICINITY MAP



SCOPE OF WORK

PROJECT CONSISTS OF INSTALLING MOUNT MODIFICATIONS, (1) MW DISH ANTENNA, (2) MW ODU's, (1) PROPOSED 4"Ø SCH 40 (4-1/2" O.D.) X 5' LONG MOUNT PIPE, AND (4) PROPOSED 1/2" MW CABLES TO AN EXISTING WIRELESS TELECOMMUNICATIONS FACILITY.

PROJECT CONSISTS OF REMOVING (3) EXISTING ANTENNAS, AND (3) EXISTING RRUs FROM AN EXISTING WIRELESS TELECOMMUNICATIONS FACILITY.

CODE COMPLIANCE

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

- 2018 BUILDING CODE
- 2017 NATIONAL ELECTRICAL CODE
- 2018 NFPA 101, LIFE SAFETY CODE
- 2018 INTERNATIONAL FIRE CODE (IFC)
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 15TH EDITION
- ANSI/TIA-222-H
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELCORDIA GR-1275
- ANSI/T 311
- 2018 VIRGINIA CONSTRUCTION CODE

DRAWING INDEX

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE SCALED AT FULL SIZE (22"X34") AND MAY NOT SCALE WHEN PRINTED AT OTHER SIZES. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

APPROVAL BLOCK

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
PROPERTY OWNER	DATE	☐	☐	☐
SITE ACQUISITION	DATE	☐	☐	☐
CONSTRUCTION MANAGER	DATE	☐	☐	☐
ZONING	DATE	☐	☐	☐
RF ENGINEER	DATE	☐	☐	☐

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
A	09/23/22	MW ADD	JQG
0	10/27/22	FINALS	CCC

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

LAST PLOTTED: 10/27/2022 11:43 AM

ELECTRICAL & GROUNDING NOTES

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

GENERAL NOTES

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

STRUCTURAL NOTES

1. THE STRUCTURAL STEEL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANCHOR BOLT LOCATIONS, ELEVATION OF TOP OF CONCRETE AND BEARING PLATES, ALIGNMENT ETC. PRIOR TO START OF STEEL ERECTION.
2. THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS SHALL GOVERN:
   A. AISC – "ALLOWABLE STRESS DESIGN SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS".
   B. AISC – "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
   C. AWS – "D1.1 STRUCTURAL WELDING CODE – STEEL".
3. MATERIAL, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS

STRUCTURAL WIDE FLANGE & M SHAPES	A992 OR A572 FY = 50KSI
OTHER STRUCTURAL SHAPES AND PLATES	A36, FY = 36 KSI
STRUCTURAL TUBING	A500, GRADE B FY = 46 KSI
HIGH STRENGTH BOLTS	A325
THREADED RODS	A354, GRADE BC
ANCHOR BOLTS	A325 OR A354 BC
PIPE (HANDRAIL)	SCH 40 PIPE

4. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 USING E70XX ELECTRODES. UNLESS OTHERWISE NOTED PROVIDE CONTINUOUS MINIMUM SIZED FILLET WELDS PER AISC REQUIREMENTS.
5. HOLES IN STEEL SHALL BE DRILLED OR PUNCHED. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IS NOT PERMITTED. ALL HOLES IN BEARING PLATES SHALL BE DRILLED.
6. ALL STEEL TO BE HOT–DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123.
7. EPOXY ANCHORS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
8. ALL BOLTS SHALL BE TIGHTENED USING TURN–OF–THE–NUT METHOD PER AISC SPECIFICATIONS USING STANDARD HOLES.
9. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND FIT PRIOR TO FABRICATION.

ENGINEERING FIRM

TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-MOBILE NORTHEAST LLC

324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

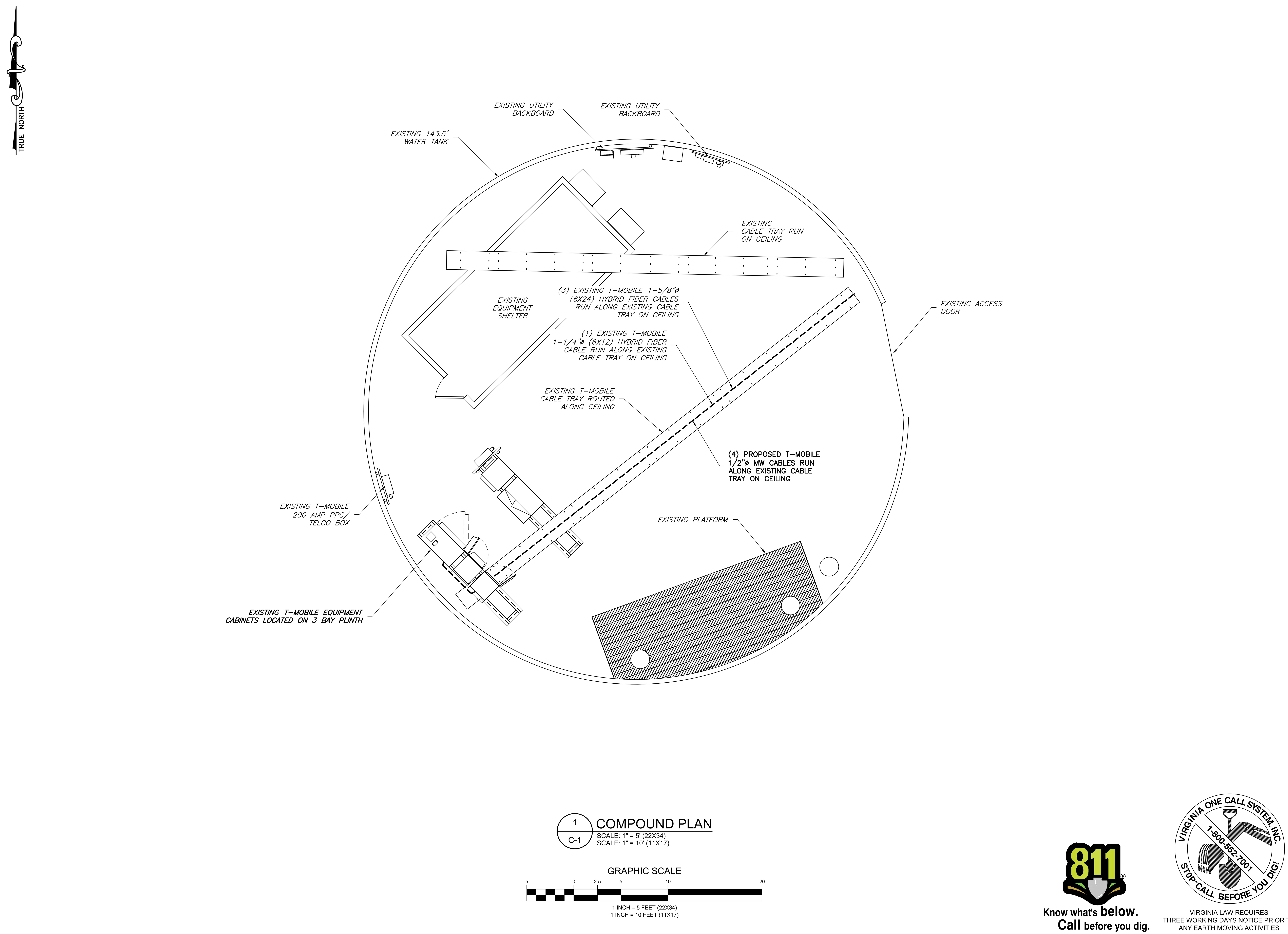
GENERAL NOTES

SHEET NUMBER

GN-1

LAST PLOTTED: 10/27/2022 11:43 AM

TMO Signatory Level:L07,SL07
NLG-10062



1 / C-1 COMPOUND PLAN
SCALE: 1" = 5' (22X34)
SCALE: 1" = 10' (11X17)

VIRGINIA LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile

T-MOBILE NORTHEAST LLC

324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

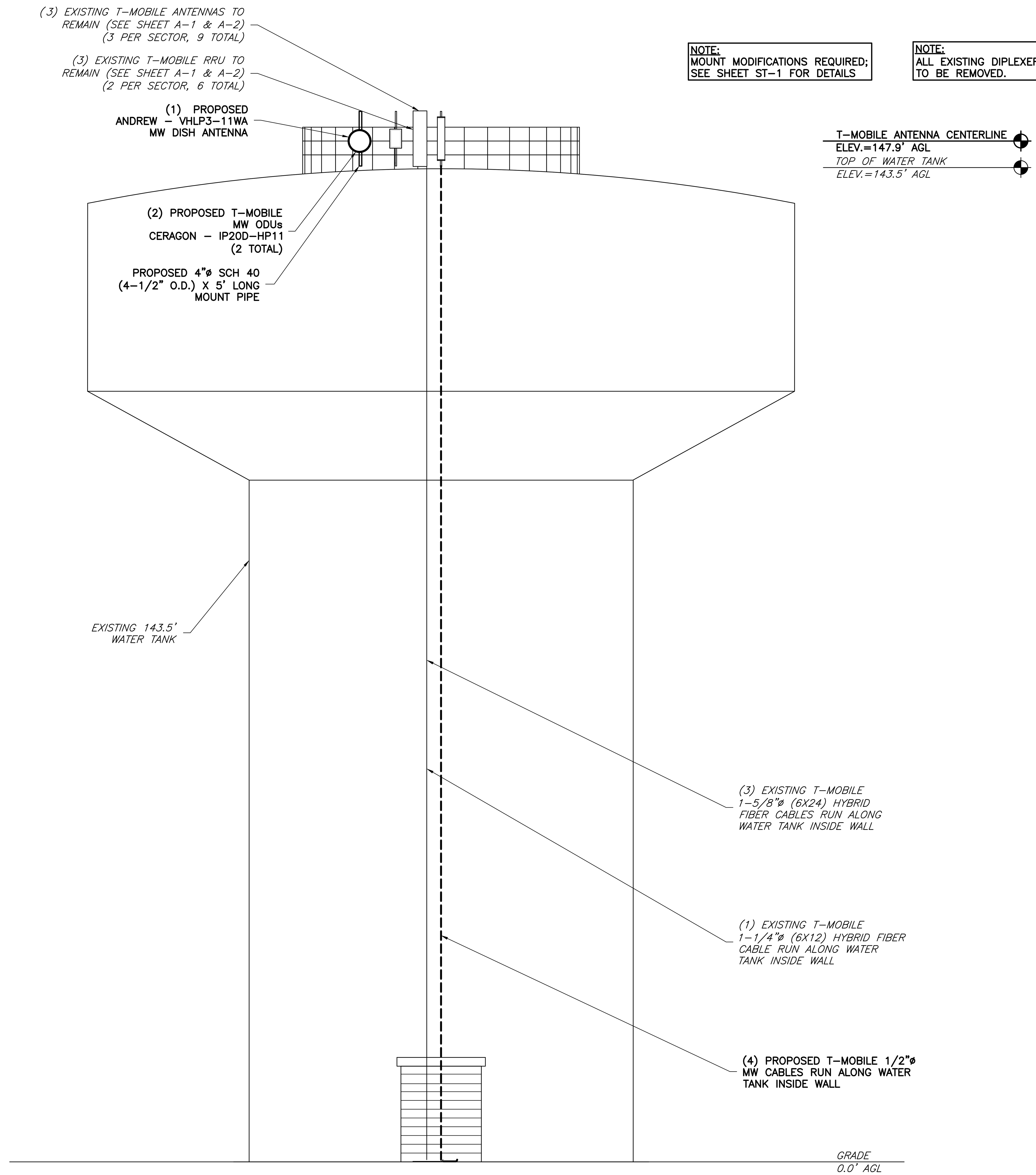
COMPOUND PLAN

SHEET NUMBER

C-1

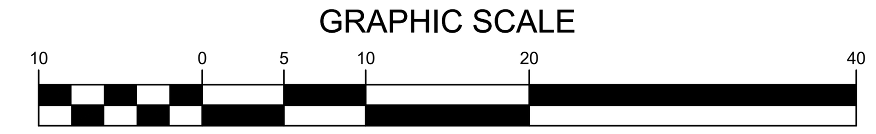
LAST PLOTTED: 10/27/2022 11:43 AM

TMO Signatory Level:L07,SL07
NLG-100062



1 / C-2 ELEVATION
SCALE: 1" = 10' (22X34)
SCALE: 1" = 20' (11X17)

GRAPHIC SCALE



1 INCH = 10 FEET (22X34)
1 INCH = 20 FEET (11X17)

GENERAL ANTENNA NOTES

1. ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR IS TO COORDINATE AND VERIFY THE PROPOSED DOWNTILTS WITH T-MOBILE MANAGER PRIOR TO CONSTRUCTION.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0.0'. (EXISTING GRADE)
3. CHECK WITH RF ENGINEER FOR LATEST ANTENNA TYPE & AZIMUTH.
4. CONTRACTOR SHALL VERIFY ANTENNA TYPE AND AZIMUTH WITH CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
5. ALL CABLE LENGTHS ARE ESTIMATED AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
6. COLOR TAPE MARKINGS MUST BE 3/4" WIDE AND UV RESISTANT, SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE.
7. CONTRACTOR SHALL COORDINATE COLOR CODINGS IN THE FIELD WITH T-MOBILE REPRESENTATIVE.
8. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL & MOUNT ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES. THE OWNER'S AGENT SHALL FURNISH A CERTIFICATION LETTER SEALED BY A REGISTERED PROFESSIONAL ENGINEER STATING THAT THIS STRUCTURAL ANALYSIS WAS PREPARED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

LAST PLOTTED: 10/27/2022 11:43 AM

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.™
NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile
T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

ELEVATION

SHEET NUMBER

C-2

ANTENNA SCHEDULE

SECTOR	STATUS	ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA DIMENSIONS (HxWxD)	RAD CENTER	AZIMUTH	ELEC DOWNTILT		MECH DOWNTILT	RRU QUANTITY & MODEL	TMA/DIPLEXER QUANTITY & MODEL	CABLE QUANTITY & TYPE	CABLE LENGTH
A1	EXISTING	RFS	RFS–APXVLL19P_43–C–20	75.80"x11.30"x4.60"	147.9'	60°	4°	4°	0°	(1) EXISTING RRU 4460 B25+B66	–	(1) EXISTING (6x24) HYBRID CABLE	200.00'
A2	EXISTING	RFS	APXVAA24_43–U–A20	95.90"x24.00"x8.70"	147.9'	60°	6°	6°	0°	(1) EXISTING RRU 4478 B71	–		
A3	EXISTING	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	147.9'	60°	4°	4°	0°	–	–	(1) EXISTING 6X12 HYBRID CABLE (SHARED WITH ALL SECTORS)	200.00'
B1	EXISTING	RFS	RFS–APXVLL19P_43–C–20	75.80"x11.30"x4.60"	147.9'	180°	4°	4°	0°	(1) EXISTING RRU 4460 B25+B66	–	(1) EXISTING (6x24) HYBRID CABLE	200.00'
B2	EXISTING	RFS	APXVAA24_43–U–A20	95.90"x24.00"x8.70"	147.9'	180°	6°	6°	0°	(1) EXISTING RRU 4478 B71	–		
B3	EXISTING	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	147.9'	180°	4°	4°	0°	–	–		
C1	EXISTING	RFS	RFS–APXVLL19P_43–C–20	75.80"x11.30"x4.60"	147.9'	300°	4°	4°	0°	(1) EXISTING RRU 4460 B25+B66	–	(1) EXISTING (6x24) HYBRID CABLE	200.00'
C2	EXISTING	RFS	APXVAA24_43–U–A20	95.90"x24.00"x8.70"	147.9'	300°	6°	6°	0°	(1) EXISTING RRU 4478 B71	–		
C3	EXISTING	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	147.9'	300°	4°	4°	0°	–	–		
MW1	EXISTING	ANDREW	VHLP3–11WA	39.3'	147.9'	214.79°	0°	0°	+3.58°	(2) PROPOSED IP20D–HP11–80X–A_4501	–	(4) PROPOSED 1/2" MW CABLES	200.00'

NOTES:
1. PLANS PREPARED PER RF SHEET DATED 09/14/2021. CONTRACTOR TO VERIFY PROPOSED ANTENNA INFORMATION IS THE MOST CURRENT DATA AT TIME OF CONSTRUCTION.
2. CONTRACTOR TO CONFIRM CABLE LENGTHS PRIOR TO CONSTRUCTION.

1 / A-1 ANTENNA CONFIGURATION SCHEDULE
NOT TO SCALE

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.™

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile

T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
A	09/23/22	MW ADD	JQG
0	10/27/22	FINALS	CCC

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

ANTENNA SCHEDULE

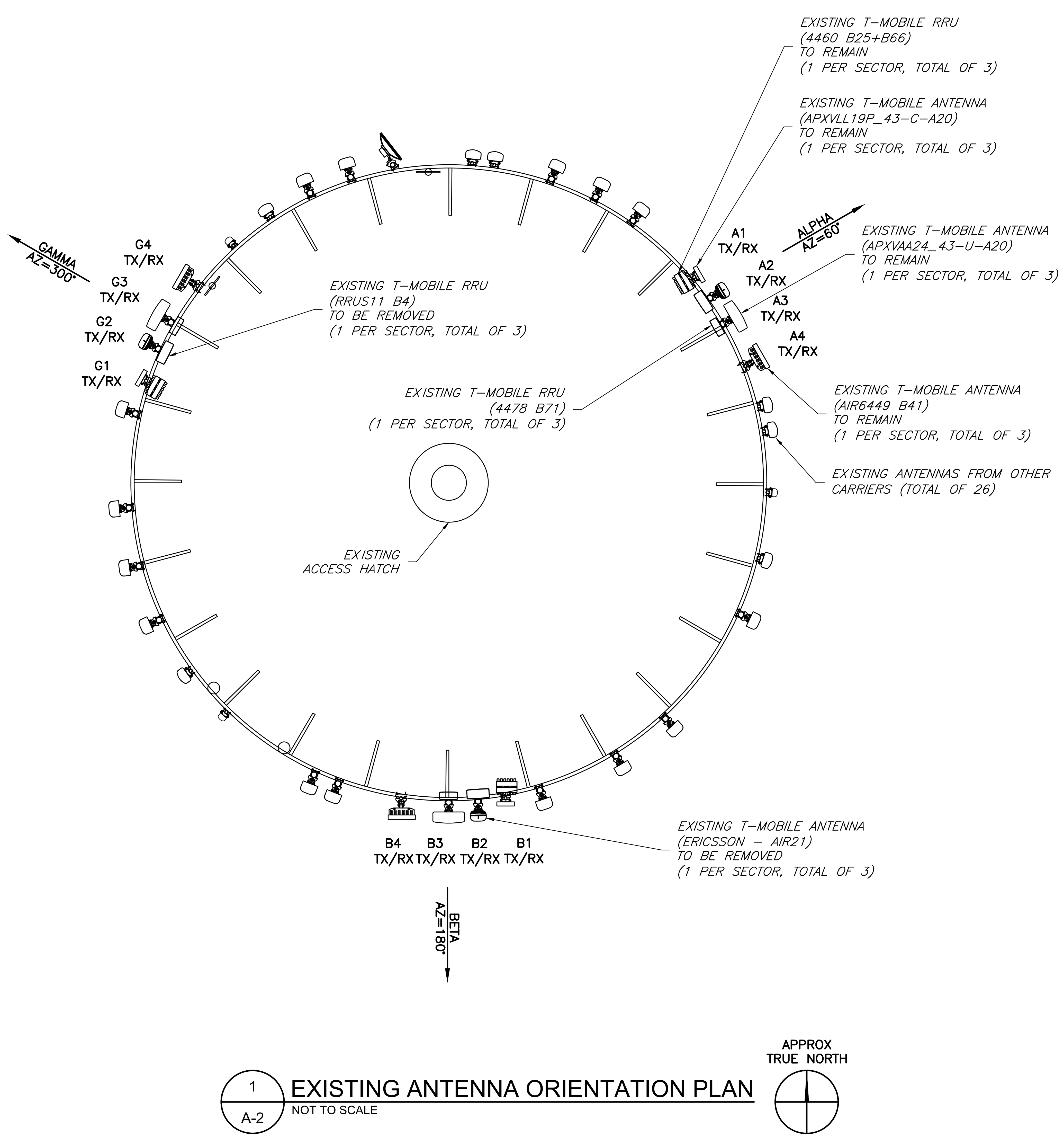
SHEET NUMBER

A-1

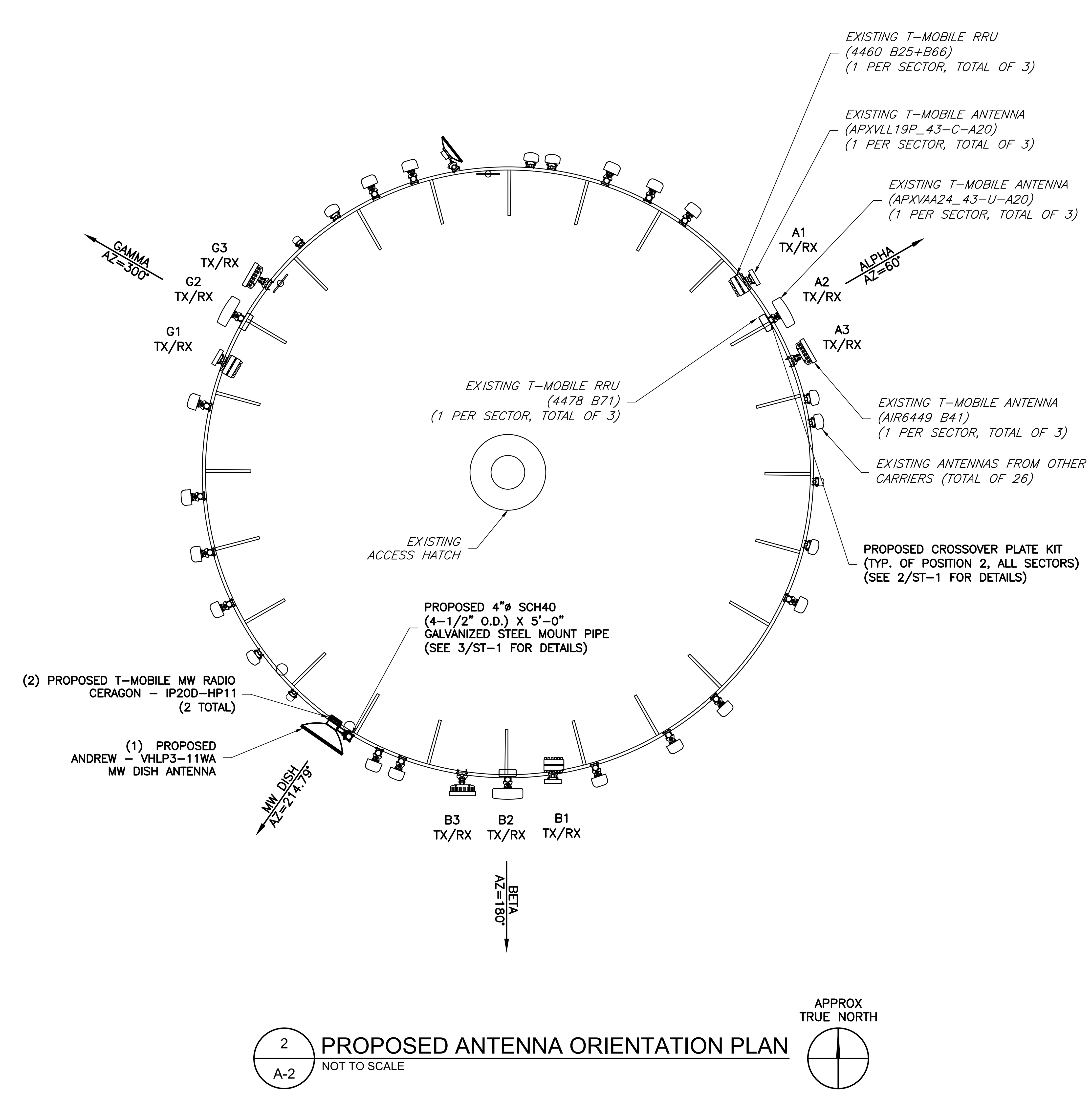
LAST PLOTTED: 10/27/2022 11:43 AM

TMO Signatory Level:L07,SL07
NLG-10[illegible]

NOTE:
MOUNT MODIFICATIONS REQUIRED;
SEE SHEET ST-1 FOR DETAILS



1 / A-2 EXISTING ANTENNA ORIENTATION PLAN
NOT TO SCALE



2 / A-2 PROPOSED ANTENNA ORIENTATION PLAN
NOT TO SCALE

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile

T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

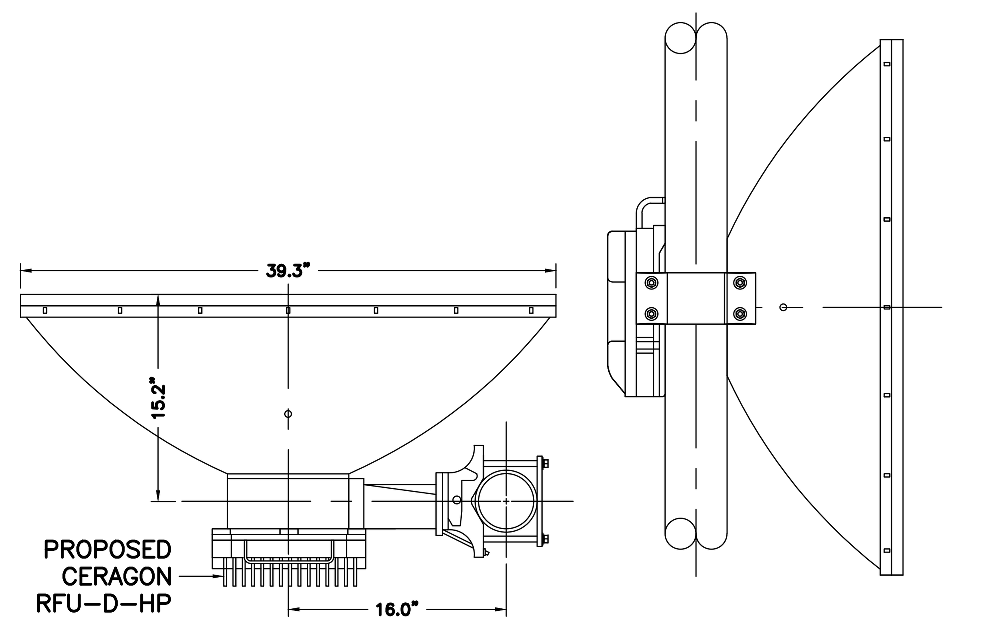
SHEET TITLE

ANTENNA ORIENTATION PLANS

SHEET NUMBER

A-2

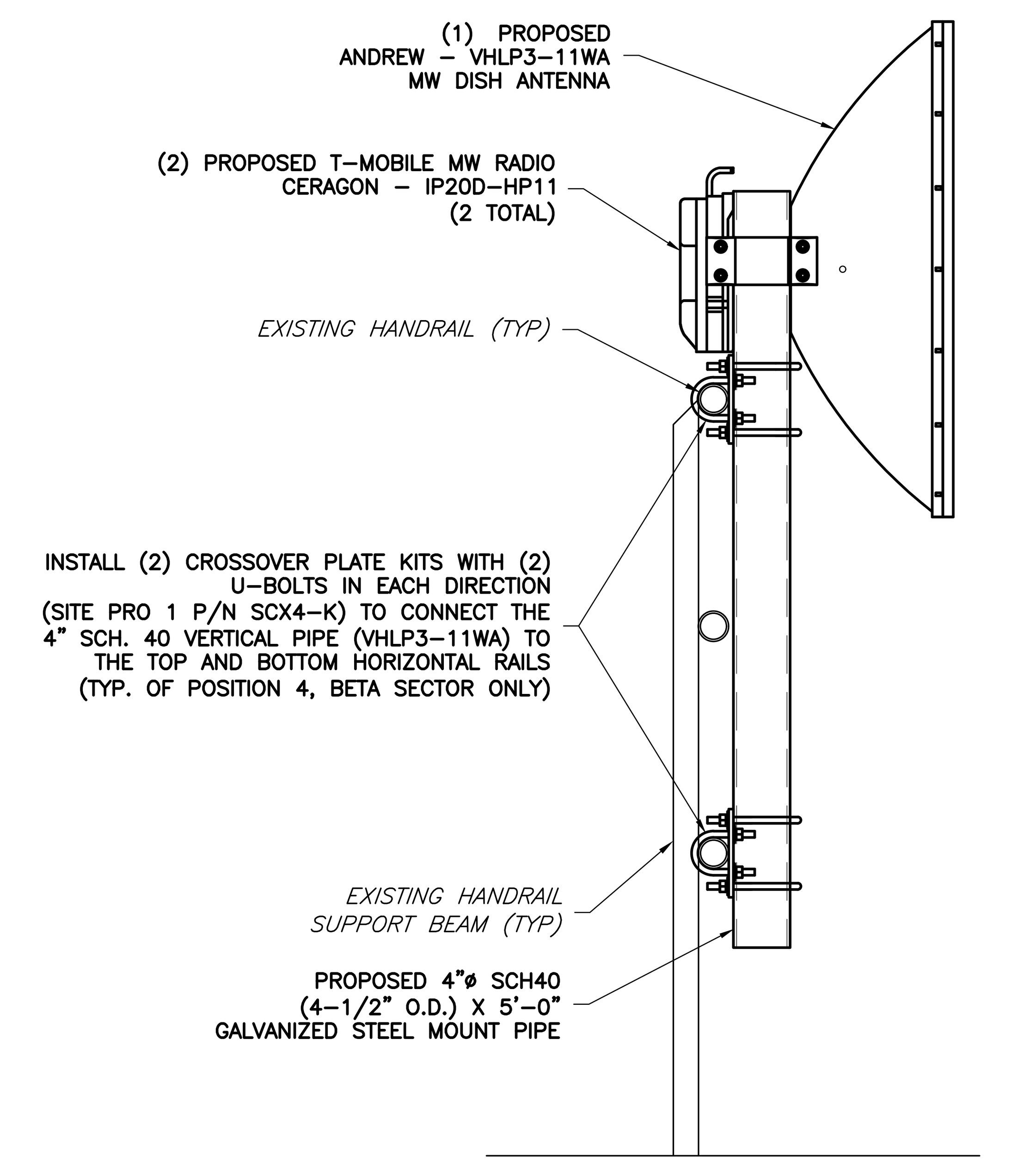
LAST PLOTTED: 10/27/2022 11:43 AM



CERAGON FIBEAIR IP-20A ODU MODEL NO. RFU-D-HP	
WEIGHT	26.5 LBS.
DIMENSIONS (HxWxD)	12.56"x11.26"x4.21"

COMMSCOPE MICROWAVE ANTENNA MODEL NO. VHLP3-11W/A	
WEIGHT	37.5 LBS.
DIMENSIONS (DIA.)	39.3"

1 / A-3 MW ANTENNA DETAIL
NOT TO SCALE



2 / A-3 ANTENNA MOUNTING DETAIL
NTS

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile
T-MOBILE NORTHEAST LLC

324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

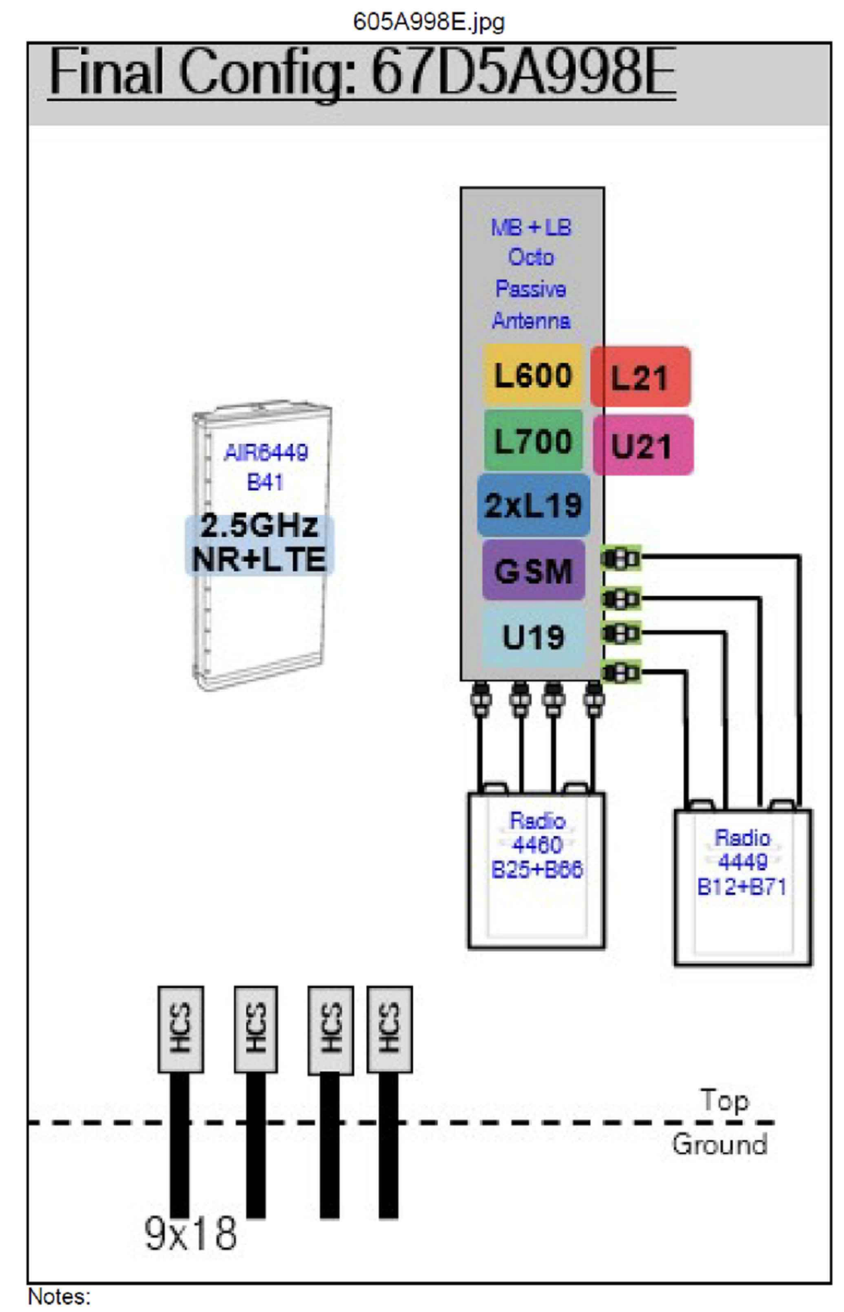
ANTENNA SPECIFICATIONS & DETAILS

SHEET NUMBER

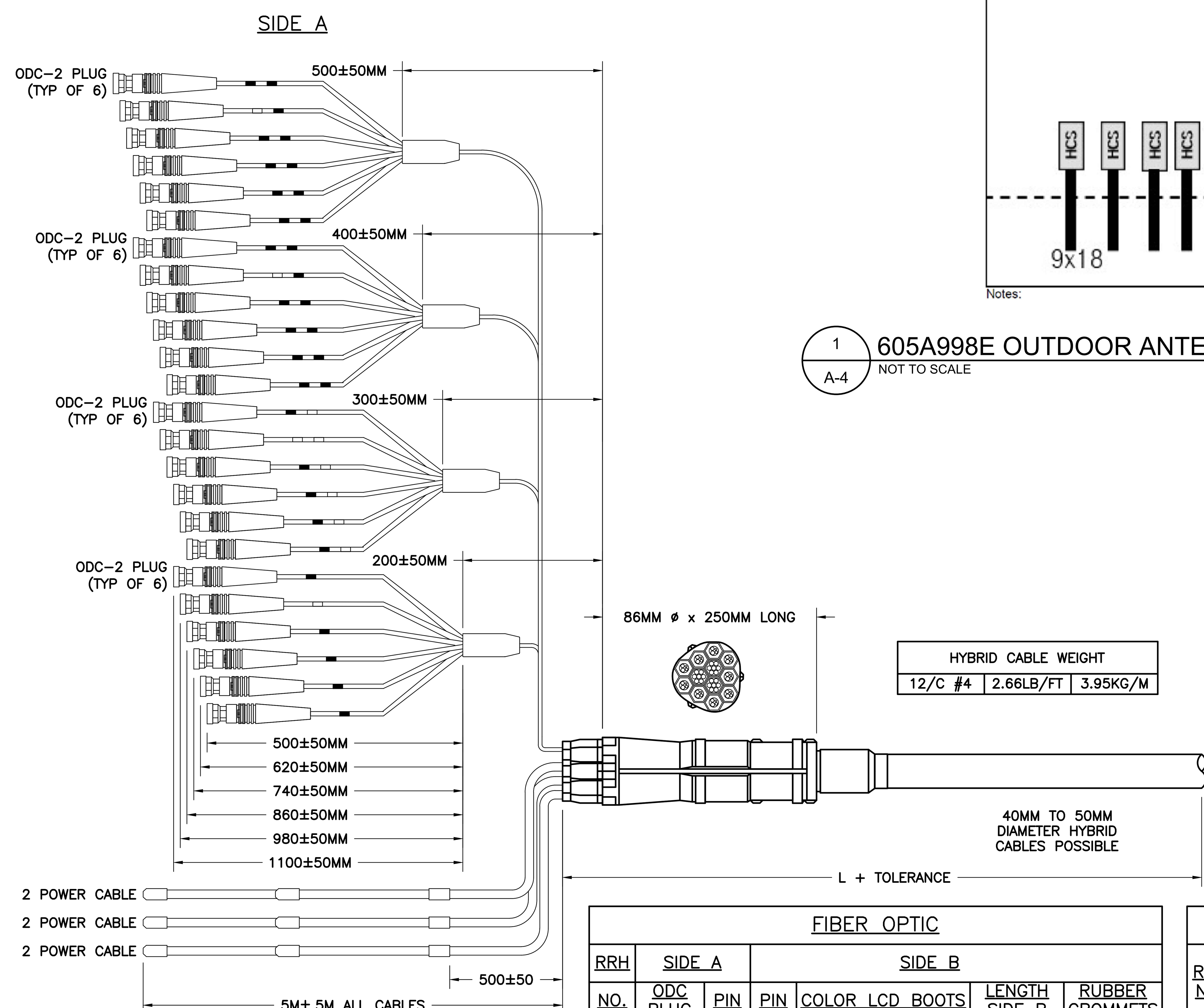
A-3

LAST PLOTTED: 10/27/2022 11:44 AM

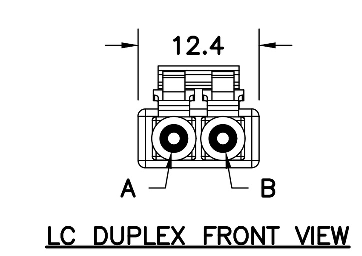
TMO Signatory Level:L07,SL07
NLG-100062



1 / A-4 605A998E OUTDOOR ANTENNA AND CABLING SCHEMATIC
NOT TO SCALE

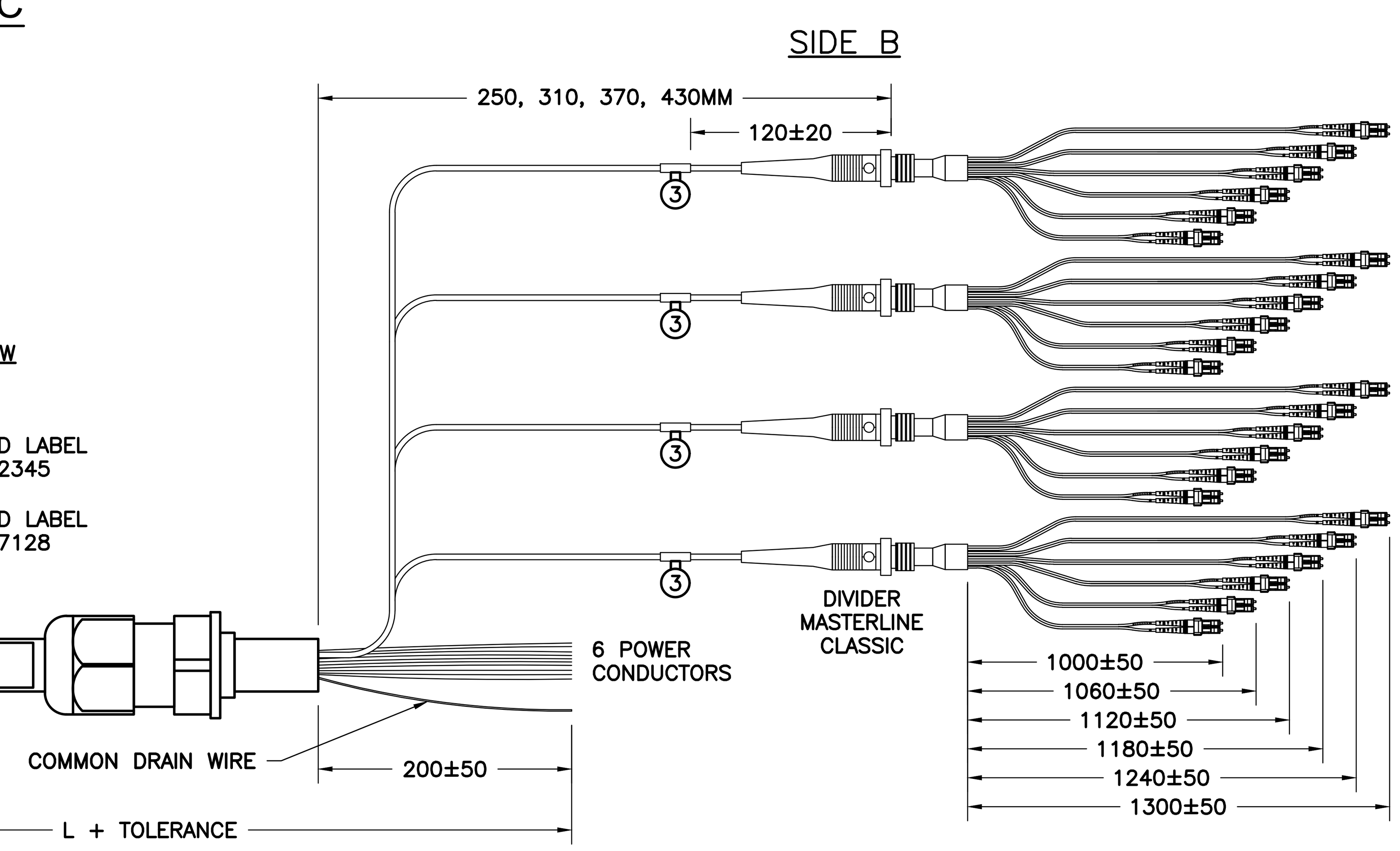


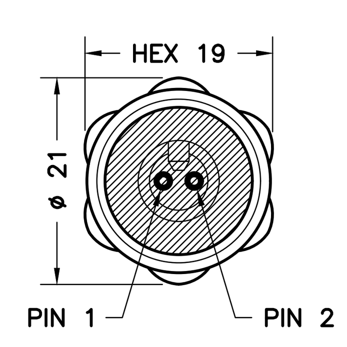
HYBRID CABLE WEIGHT		
12/C #4	2.66LB/FT	3.95KG/M



③ STANDARD LABEL 84002345

④ ATTENTION DO NOT TWIST PULLING TUBE — STANDARD LABEL 84087128





TOLERANCE	ASSEMBLY LENGTH
+80	L < 5M
+2%	L ≥ 5M

POWER	
LENGTH	DIAMETER
L ≤ 60M	6MM²(10AWG)
L ≥ 60M	10MM²(8AWG)

FIBER OPTIC

RRH	SIDE A		SIDE B			
NO.	ODC PLUG	PIN	PIN	COLOR LCD BOOTS	LENGTH SIDE B	RUBBER GROMMETS
1	ODC-2 RED	1 / 2	B / A	RED (SHORT BREAKOUT)	1000 ± 50	1
2	ODC-2 GREEN	1 / 2	B / A	GREEN	1060 ± 50	
3	ODC-2 BLUE	1 / 2	B / A	BLUE	1120 ± 50	1
4	ODC-2 YELLOW	1 / 2	B / A	YELLOW	1180 ± 50	
5	ODC-2 WHITE	1 / 2	B / A	WHITE	1240 ± 50	1
6	ODC-2 BLACK	1 / 2	B / A	BLACK	1300 ± 50	

POWER

RRH NO.	REF HOOK UP	SIDE A WIRE COLOR	SIDE A CABLE DESIGNATOR	SIDE B WIRE COLOR
1	-48V	BLACK	RED	RED
	0V	GREY		BLACK
	GROUND	DRAIN		COMMON DRAIN
2	-48V	BLACK	GREEN	GREEN
	0V	GREY		WHITE
	GROUND	DRAIN		COMMON DRAIN
3	-48V	BLACK	BLUE	BLUE
	0V	GREY		ORANGE
	GROUND	DRAIN		COMMON DRAIN

POWER

RRH NO.	REF HOOK UP	SIDE A WIRE COLOR	SIDE A CABLE DESIGNATOR	SIDE B WIRE COLOR
4	-48V	BLACK	YELLOW	RED
	0V	GREY		BLACK
	GROUND	DRAIN		COMMON DRAIN
5	-48V	BLACK	WHITE	GREEN
	0V	GREY		WHITE
	GROUND	DRAIN		COMMON DRAIN
6	-48V	BLACK	BLACK	BLUE
	0V	GREY		ORANGE
	GROUND	DRAIN		COMMON DRAIN

2 / A-4 MLE HYBRID CABLE (6 POWER/24 FIBER)
NOT TO SCALE

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile
T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

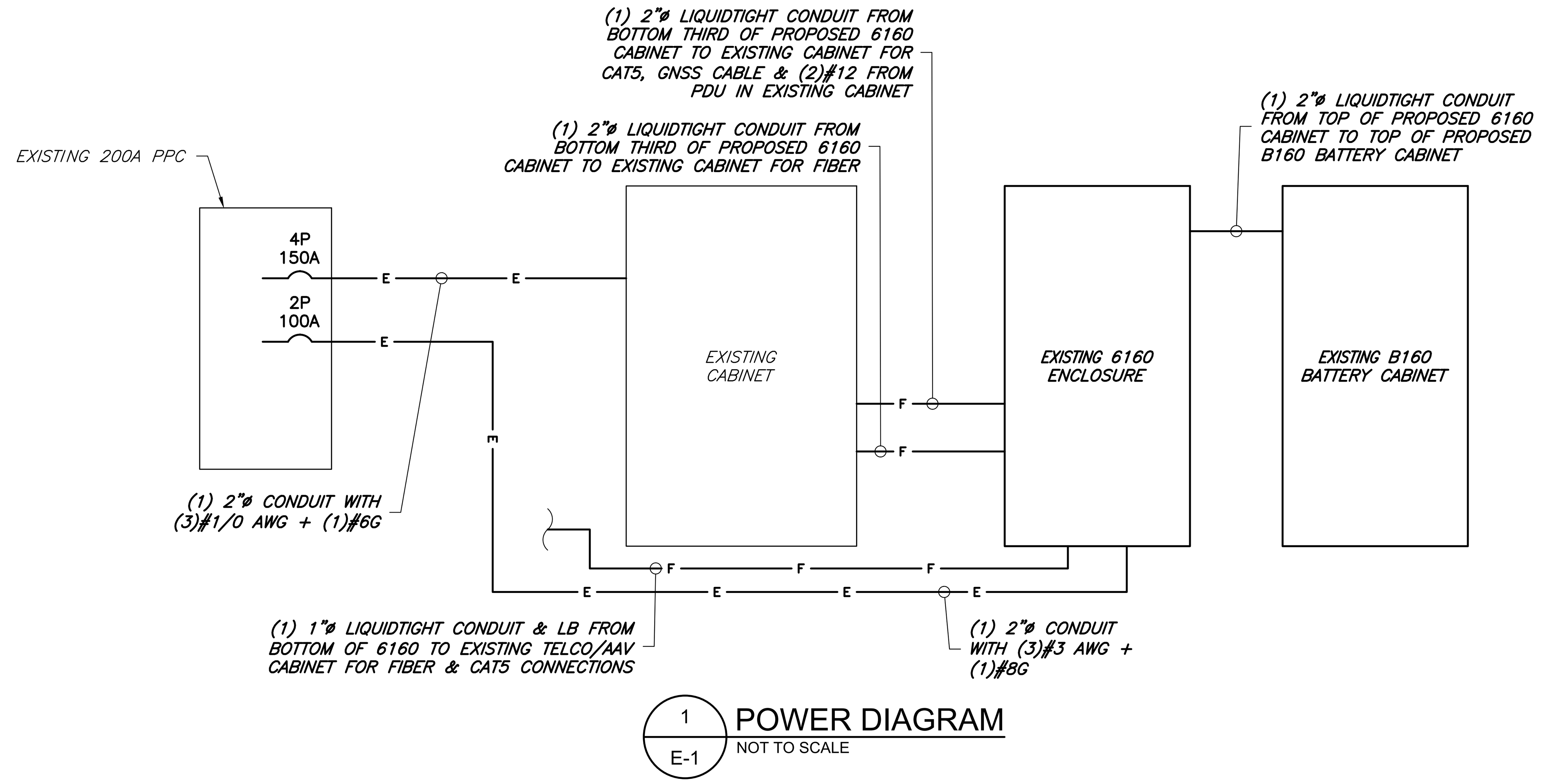
CABLING DETAILS & RF PLUMBING DIAGRAM

SHEET NUMBER

A-4

LAST PLOTTED: 10/27/2022 11:44 AM

TMO Signatory Level:L07,SL07
NLG-100062



1 E-1 POWER DIAGRAM
NOT TO SCALE

PPC PANEL

MAIN BREAKER RATING (A):	200	SYSTEM VOLTAGE (V):	240	PHASE: 1 WIRE: 3 BRANCH CB: 24

CKT	CIRCUIT DESCRIPTION	WATTAGE C	WATTAGE NC	POLE	BRK	LOAD PER PHASE A	LOAD PER PHASE B	BRK	POLE	WATTAGE NC	WATTAGE C	CIRCUIT DESCRIPTION	CKT
1	SURGE	0	0	2	60	180		20	1	180	0	GFI	2
3		0	0				0	100	2	0	0	SPARE	4
5	BTS 6131 (TO BE REMOVED)	0	0	2	100	0				0	0		6
7		0	0				0	60	2	0	0	SPARE	8
9	LUMUS	2180	0	2	30	2180				0	0		10
11		2180	0				2180	30	2	0	0	SPARE	12
13	***RBS 6131	1735	0	4	150	1735				0	0		14
15		1735	0				4149	100	2	0	2414	*6160	16
17		1735	0			4149				0	2414		18
19		1735	0				1915	20	1	180	0	**6160 GFCI	20
21		0	0			0				0	0		22
23		0	0				0			0	0		24

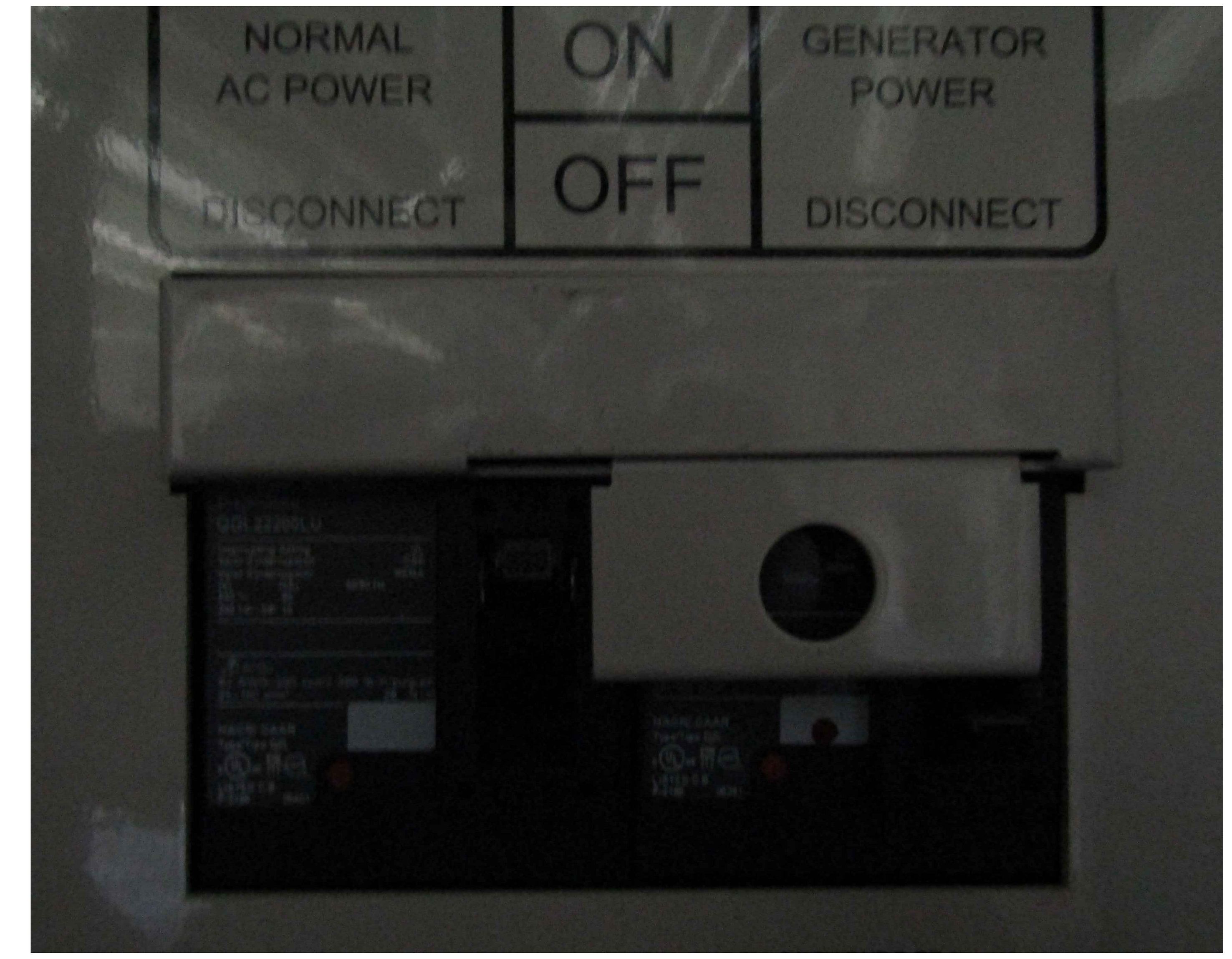
TOTAL LOADS PER PHASE A	TOTAL LOADS PER PHASE B
8244	8244

SUBTOTAL CONTINUOUS	16128
SUBTOTAL NON-CONTINUOUS	360
125% TOTAL CONTINUOUS (VA)	20160
100% TOTAL NON-CONTINUOUS (VA)	360
TOTAL AMPS	85.50
TOTAL CONNECTED LOAD (KVA)	20.52
SPARE CAPACITY (A)	114.50

NOTES

*WATTAGE SHOWN FOR EXISTING/PROPOSED EQUIPMENT CABINETS(S) ARE BASED ON THE CONNECTED EQUIPMENT PER THE LATEST RFDS

2 E-1 PANEL SCHEDULE
NOT TO SCALE



3 E-1 200A PPC VERIFICATION PHOTO
NOT TO SCALE

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile

T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

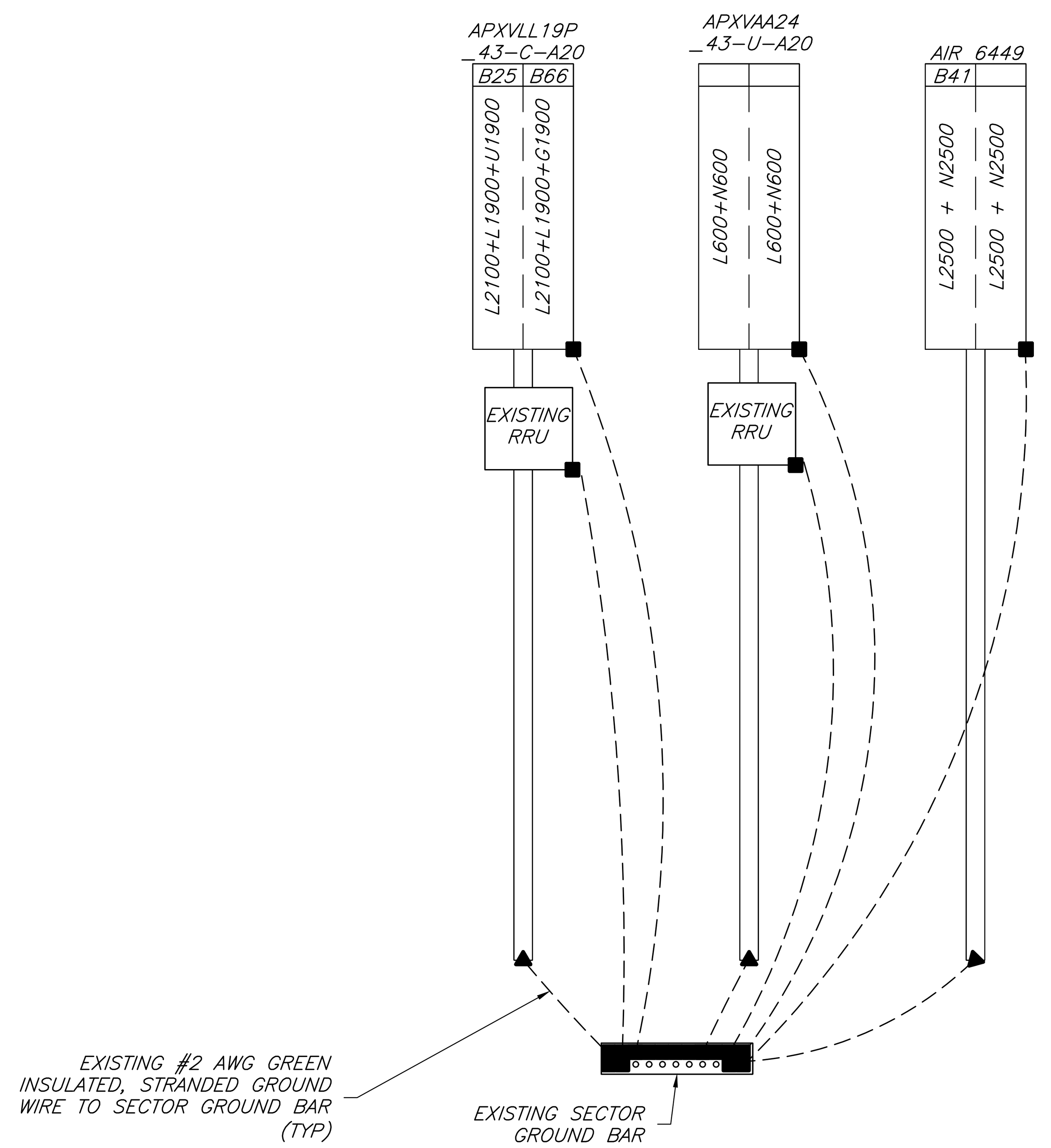
SHEET TITLE

ELECTRICAL DETAILS

SHEET NUMBER

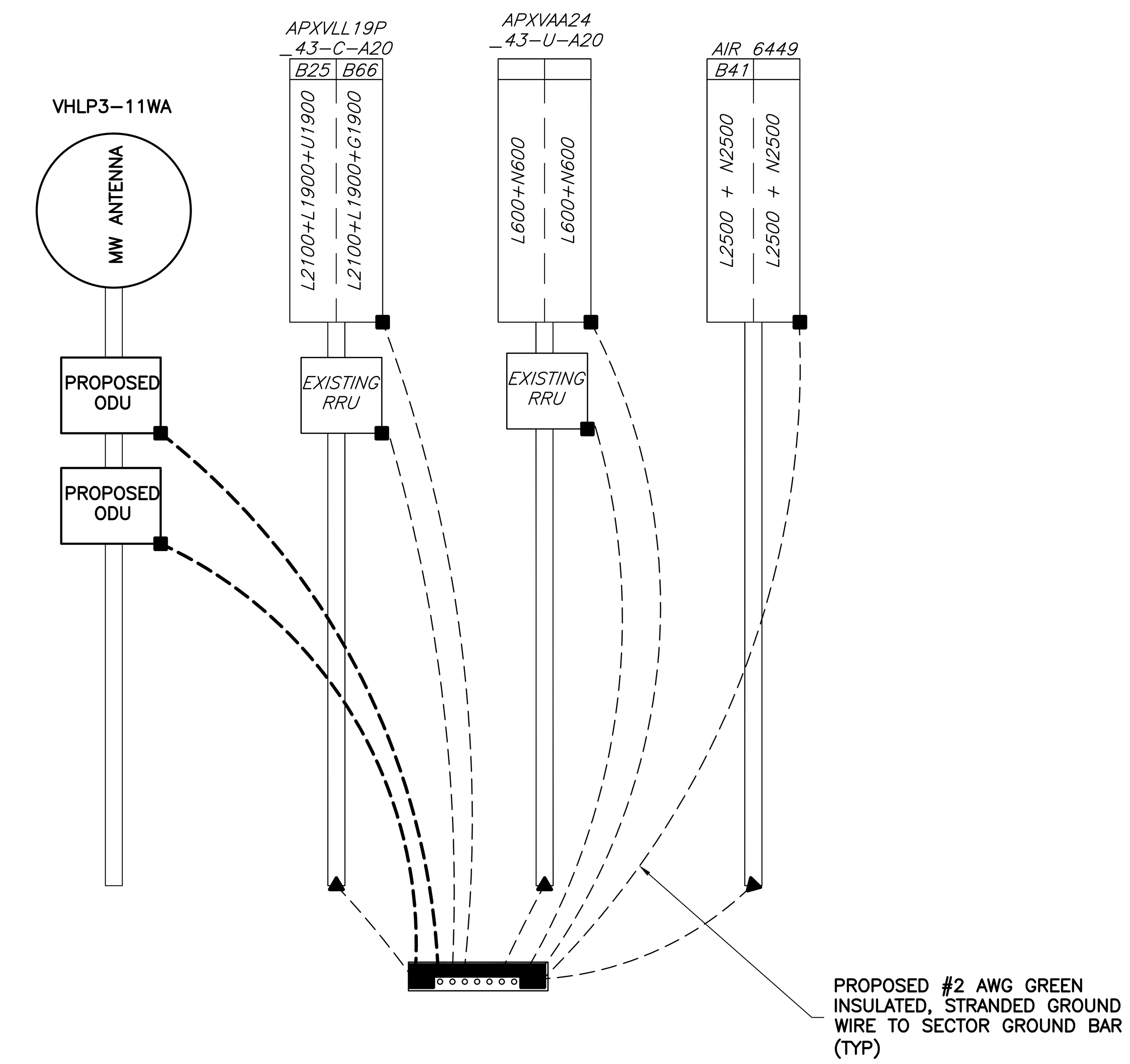
E-1

ALPHA & GAMMA

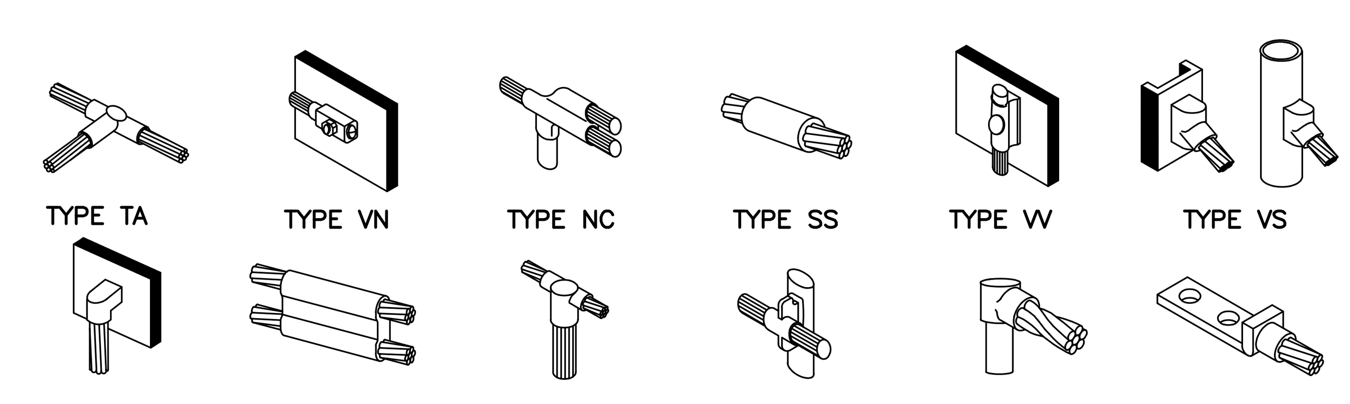


1 / G-1 ANTENNA GROUNDING DETAIL
NOT TO SCALE

BETA



2 / G-1 ANTENNA GROUNDING DETAIL
NOT TO SCALE



3 / G-1 GROUNDING CONNECTION DETAILS
NOT TO SCALE

GROUNDING LEGEND

■	MECHANICAL COMPRESSION CONNECTION
▲	CADWELD CONNECTION
●	EXOTHERMIC WELD CONNECTION
– – – – –	PROPOSED GROUND WIRING
— — —	EXISTING GROUND WIRING

ENGINEERING FIRM

NB+C TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT

T-Mobile
T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION

VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP

COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER

JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

SHEET TITLE

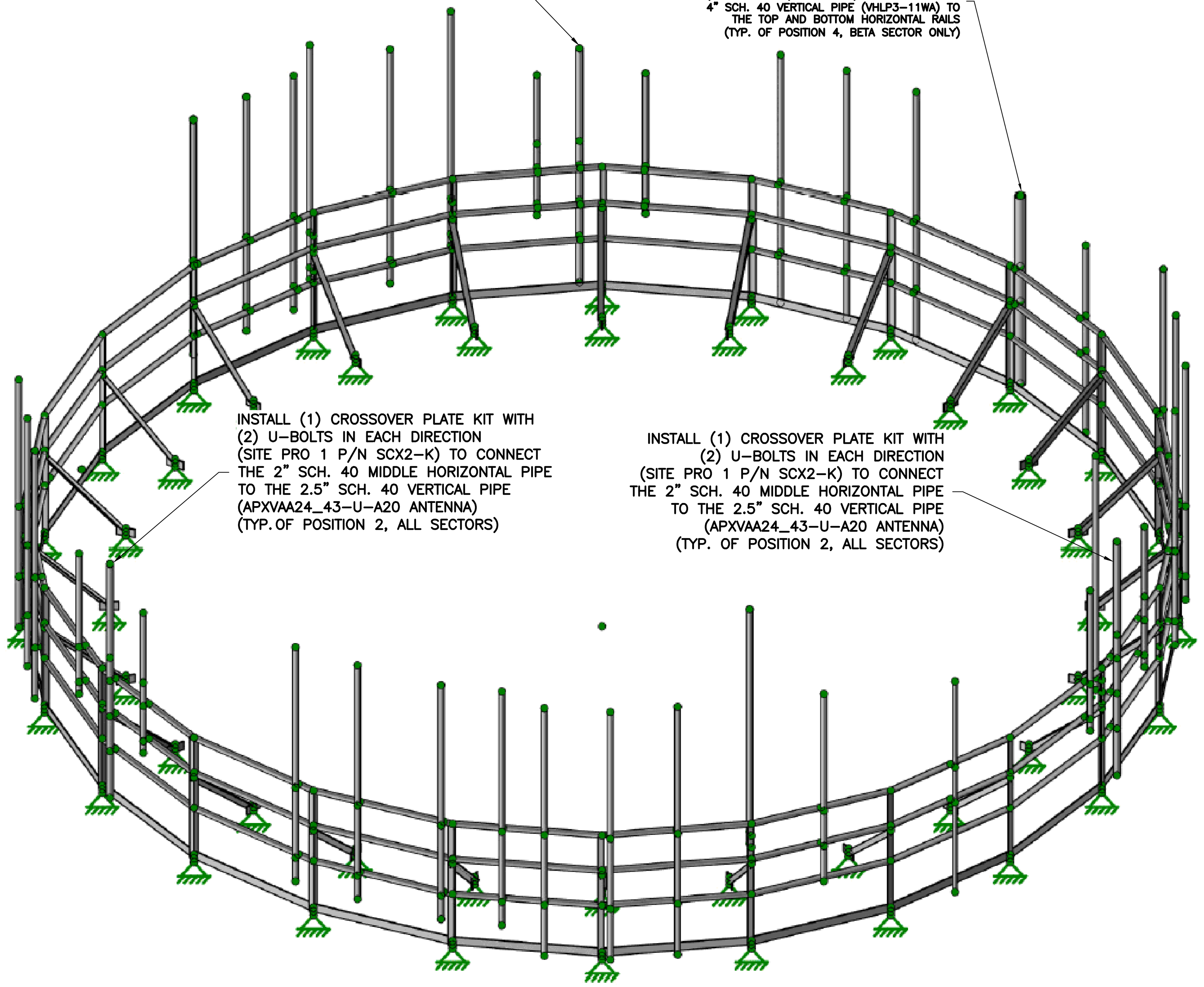
GROUNDING DETAILS

SHEET NUMBER

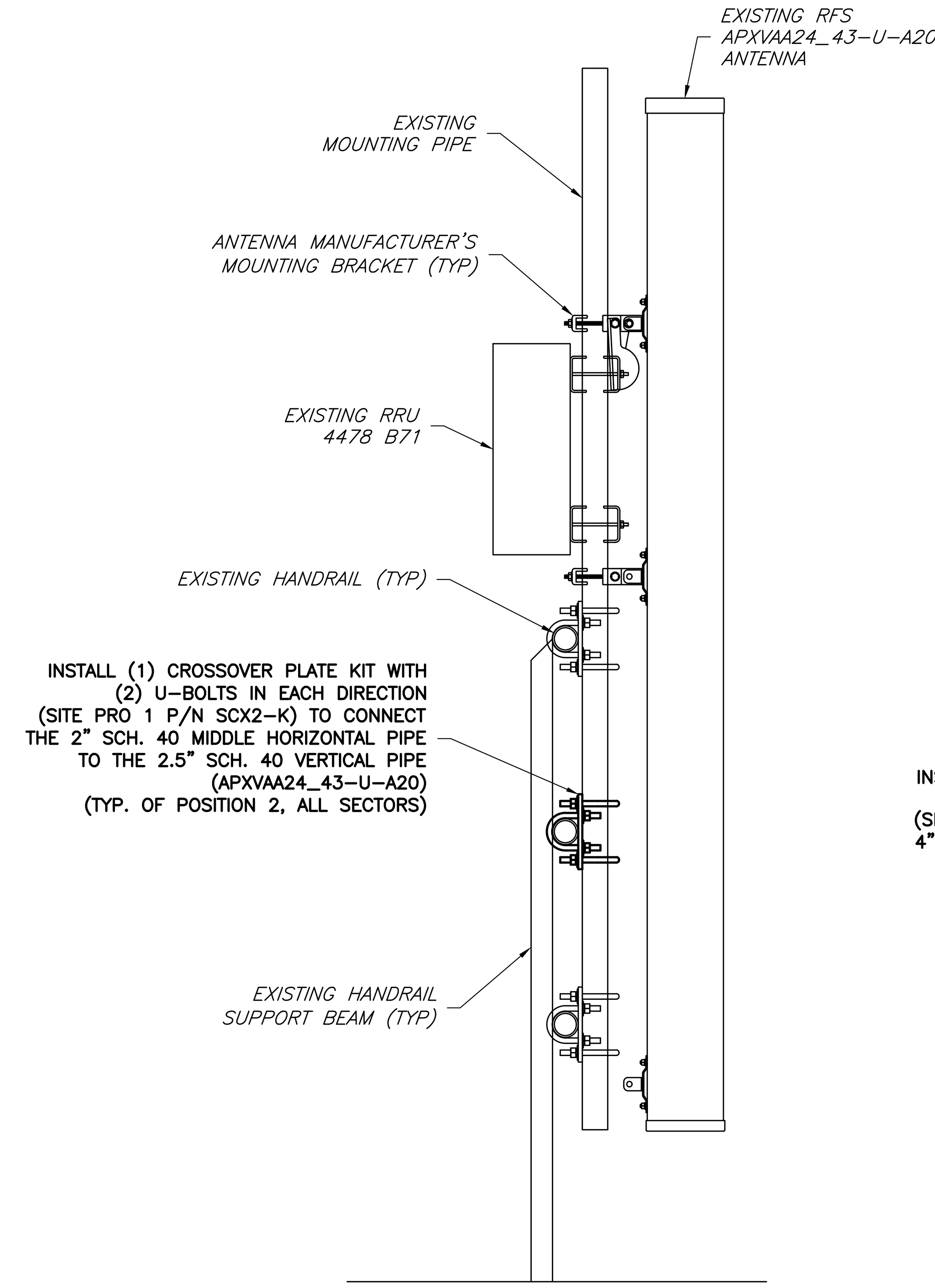
G-1

LAST PLOTTED: 10/27/2022 11:44 AM

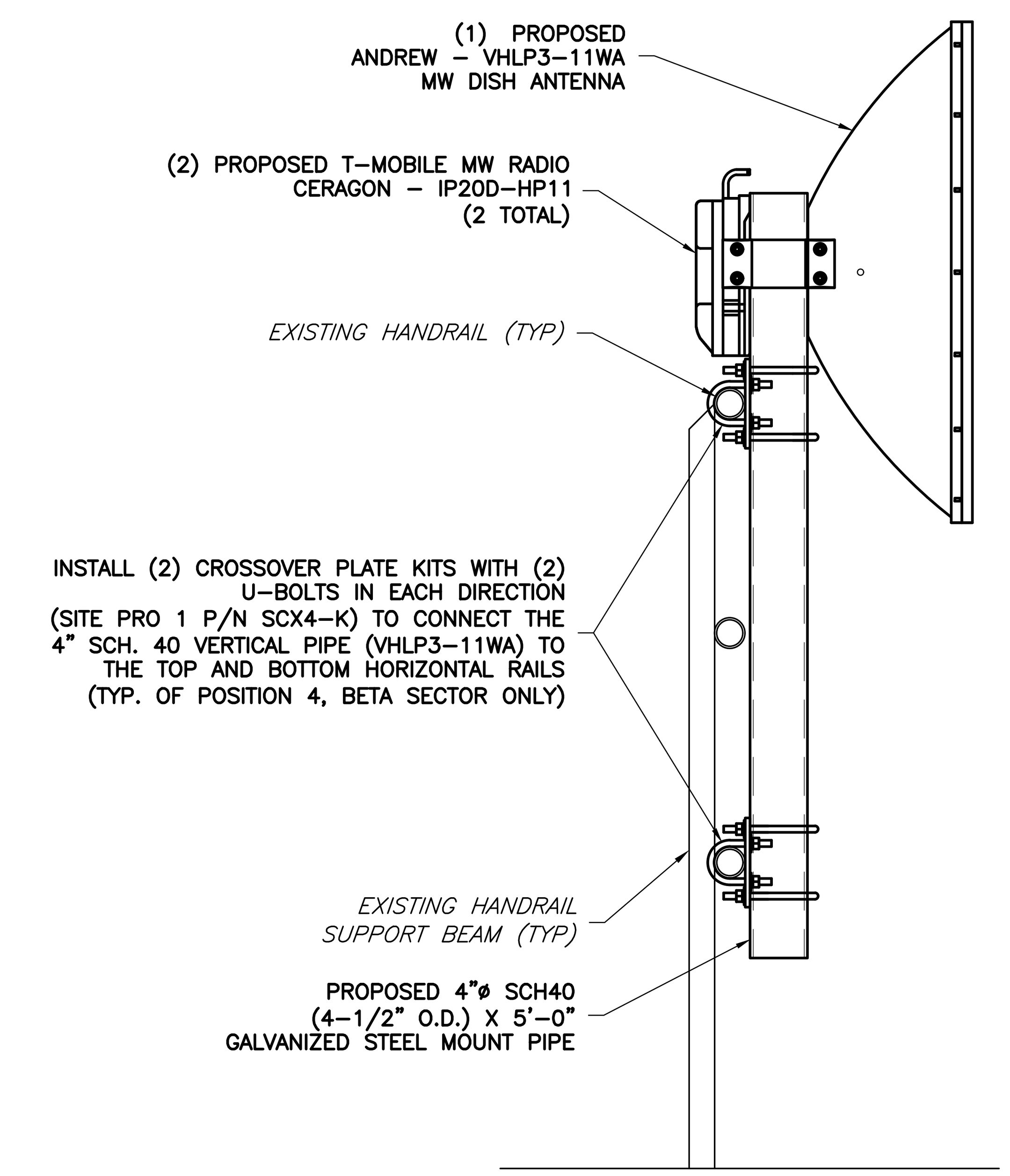
TMO Signatory Level:L07,SL07
NLG-109062



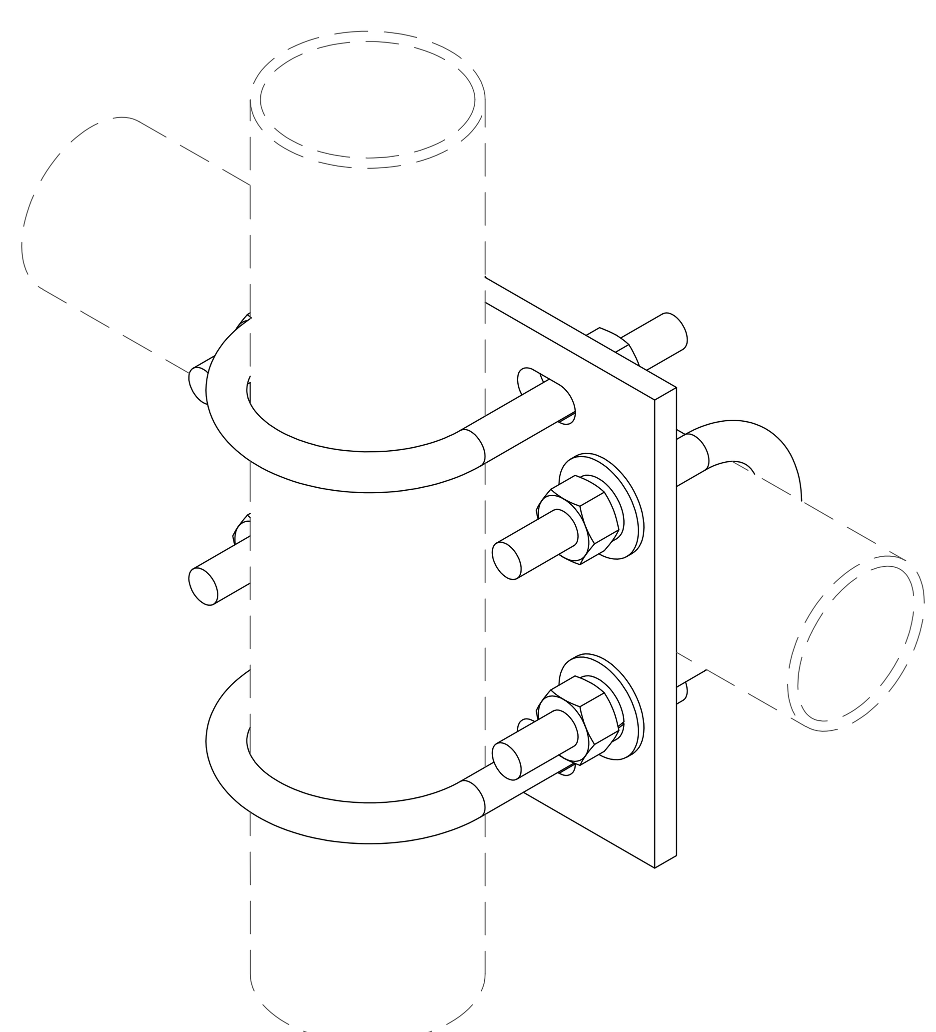
1 ST-1 CORRAL DETAIL
NTS



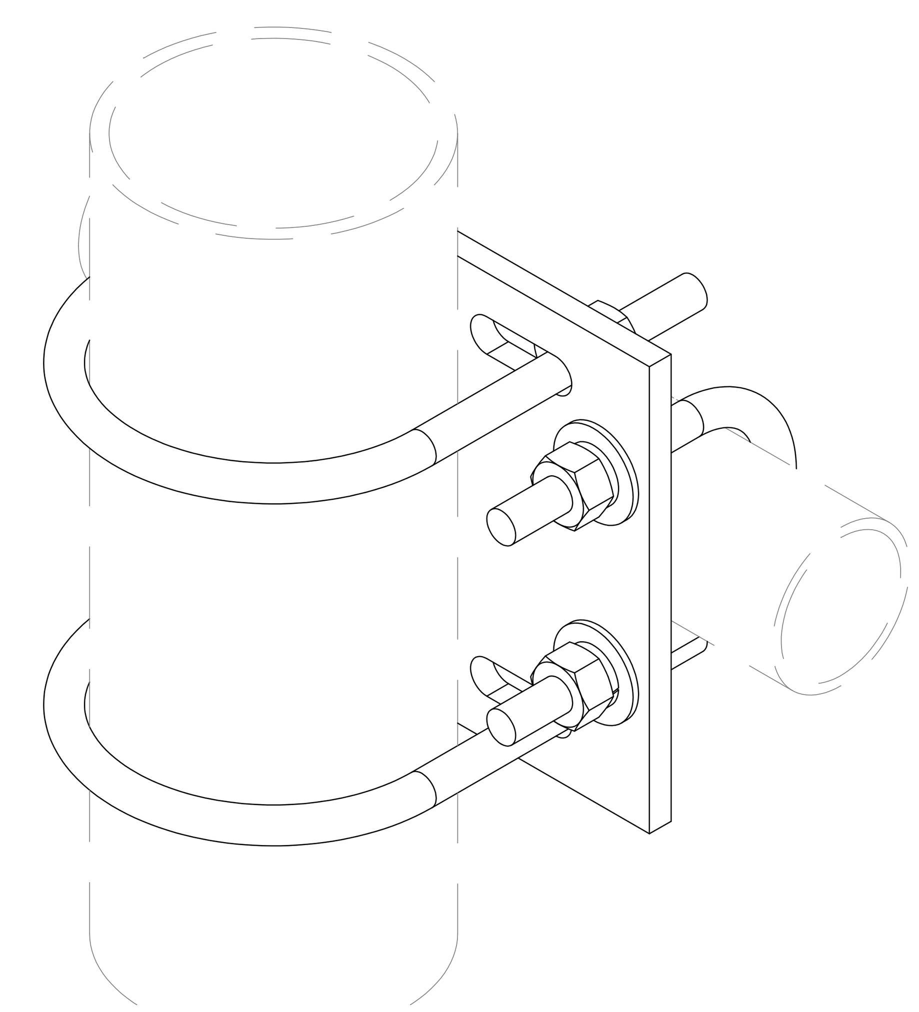
2 ST-1 ANTENNA MOUNTING DETAIL
NTS



3 ST-1 ANTENNA MOUNTING DETAIL
NTS



4 ST-1 SITE PRO 1 #SCX2-K CROSSOVER PLATE KIT
NTS



5 ST-1 SITE PRO 1 #SCX4-K CROSSOVER PLATE KIT
NTS

ENGINEERING FIRM
NB+C TOTALLY COMMITTED.™

NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
(804) 548-4079

APPLICANT
T-Mobile
T-MOBILE NORTHEAST LLC
324 MADISON MEWS
NORFOLK, VA 23510
OFFICE: (757) 453-6907
FAX: (757) 589-0904

SITE INFORMATION
VA54396A
CITY OF SALEM WT 80-2
1150 KIME LANE
SALEM, VA 24153
CITY OF SALEM

DESIGN RECORD
REVISIONS

REV	DATE	DESCRIPTION	BY
0	10/27/22	FINALS	CCC
A	09/23/22	MW ADD	JQG

PROFESSIONAL STAMP
COMMONWEALTH OF VIRGINIA
JOHN A. DAUGHTREY, III
Lic. No 0402052122
10/27/22
PROFESSIONAL ENGINEER

ENGINEER
JOHN A. DAUGHTREY, III, P.E.
VA PROFESSIONAL ENGINEER
LIC. No. 0402052122

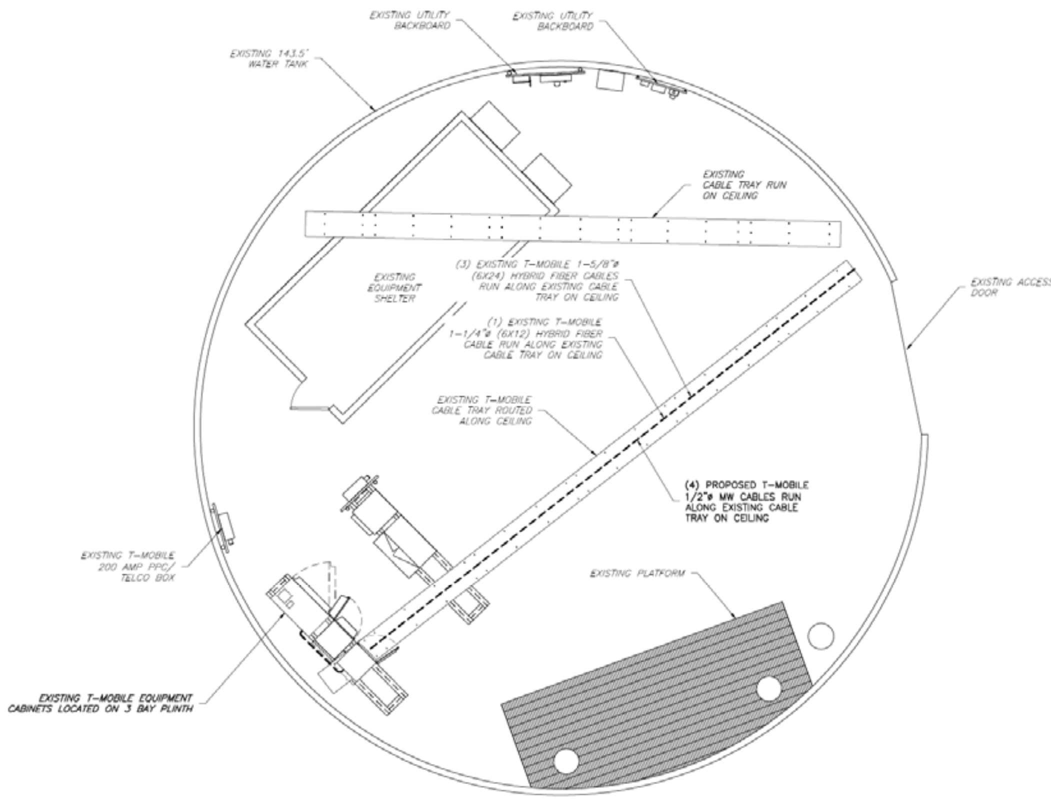
SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
ST-1

LAST PLOTTED: 10/27/2022 11:44 AM

TMO Signatory Level:L07,SL07
NLG-100062

EXHIBIT C
LEASED PROPERTY



TMO Signatory Level:L07,SL07
NLG-100062

EXHIBIT D
MEMORANDUM OF AGREEMENT

[Form to Follow]

Prepared by and return to:
Mark C. Popovich (VSB # 46414)
Guynn Waddell, PC
415 S. College Avenue
Salem, Virginia 24153

Tax Map No.: 118-3-1

Consideration: N/A

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into on this ___ day of ________________, 20__, by and between the **CITY OF SALEM, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, hereinafter referred to as "Landlord," whose address is 114 N. Broad Street, Salem, Virginia 24153, and **T-MOBILE NORTHEAST, LLC,** a Delaware limited liability company licensed and registered to conduct business in the Commonwealth of Virginia, Grantee, hereinafter referred to as "Tenant," whose address is 4 Sylvan Way, Parsippany, New Jersey 07054.

1. Landlord and Tenant entered into a certain Site Lease Agreement dated __________________, 20__ (hereinafter the "Agreement") for the purpose of permitting Tenant to place certain telecommunications equipment upon the water tank, owned by the Landlord located in the City of Salem, Virginia, more commonly known as the Kime Lane Water Tank situated at 104 Corporate Boulevard, Salem, Virginia. All of the foregoing is set forth in the Agreement.
2. The Initial Term will be five (5) years commencing on _________________, 20__, with three (3) additional five (5) year terms.
3. The land being leased to Tenant is described in Exhibit A annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signature Pages to Follow]

IN WITNES WHEREOF, the parties have caused this Memorandum of Agreement to be effective as of the last date written below.

LANDLORD:

CITY OF SALEM, VIRGINIA

By: ________________________________

Printed Name: ________________________

Its: ________________________________

Date: _______________________________

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF ______________; TO-WIT

I, ________________________, certify that on _______________, 20__, ____________________________ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) Is the ____________________ [title] of the City of Salem, Virginia, the political subdivision named in the attached instrument;

(b) Was authorized to execute this instrument on behalf of the political subdivision; and

(c) Executed the instrument as the act of the political subdivision.

____

Notary Public

My Commission Expires: __________________

Item #: 6.D.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: June 23, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to accept and appropriate donations from Rotary Club of Salem and appropriate funding from the Salem School Division

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
The Salem Parks and Recreation department is purchasing a new scoreboard for Spartan Field. Salem Rotary Club has pledged a donation of $35,000 towards the purchase. In addition, the School Division will contribute $13,000 and $18,511 is available in Salem Red Sox donations.

FISCAL IMPACT:
Donations allow the City to purchase needed items that are not included in the current budget for Spartan Field.

STAFF RECOMMENDATION:
City staff requests Council to appropriate $35,000 in donation revenue to the Parks and Recreation Donation account, 10-070-0100-46665. Appropriate $13,000 to the Transfer from Schools revenue account, 10-012-0100-49920. Decrease the Red Sox Donation account, 10-070-7114-58016 by $18,511 and increase the Spartan Field Machinery and Equipment expenditure budget, 10-070-7126-58001 by $66,511.

ATTACHMENTS:
None

Item #: 6.E.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: June 23, 2025

AGENDA ITEM: **Fiscal Agent Agreements**
Consider approval of the fiscal agent agreements with Court Community Corrections Program and Cardinal Criminal Justice Academy.

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
Attached are contracts for the City to act as fiscal agent for Court Community Corrections Program, Regional Alcohol Safety Action Program Board and Cardinal Criminal Justice Academy. The City of Salem has acted as fiscal agent for these entities for a number of years and has experienced no difficulty in acting in this capacity.

FISCAL IMPACT:
Each of these agencies reimburses the City for a portion of salaries and fringe benefits for all departments involved in providing services to their agency. Audit fees will be paid directly by the agencies.

STAFF RECOMMENDATION:
Staff recommends the City Council authorizes the proper City officials to execute these contracts authorizing the City to continue to act as fiscal agent for these agencies for fiscal year 2025-2026.

ATTACHMENTS:
1. Fiscal Agent Contract FY26 - Cardinal
2. Fiscal Agent Contract FY26 - VASAP

CITY OF SALEM, VIRGINIA

**FISCAL AGENT CONTRACT FOR
CARDINAL CRIMINAL JUSTICE ACADEMY**

THIS CONTRACT, made and entered into this the **1st day of July 2025** by and between the CITY OF SALEM, VIRGINIA hereinafter referred to as the "City", and the Cardinal Criminal Justice Academy Governing Council, hereinafter referred to as the "Council".

WHEREAS, the City has been informed by the Council of the need for promoting a law enforcement/corrections training program in relation to public safety in the Roanoke Valley and surrounding jurisdictions; and

WHEREAS, the City has applied for and has been approved as grantee and fiscal agent of various State grants pursuant to the appropriate provisions of the 1950 Code of Virginia, as amended, hereinafter referred to as "Grant" and

WHEREAS, the City contracts hereby with the Council to provide for the administration of the Cardinal Criminal Justice Academy as provided by statute and the terms of the prospective grants.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES herein contained; witnesseth:

(1) The Council agrees as follows:

(a) to accept the responsibility for providing a law enforcement/corrections training program, and other like programs, as provided by Virginia law, to the Roanoke Valley area and surrounding jurisdictions in the manner and to the extent set out in the provisions of the said Grants.

(b) to accept sole responsibility for the administration and operation of all law enforcement and corrections training programs through the Cardinal Criminal Justice Academy.

(c) that all purchases made with funds from said Grants shall be in compliance with State laws and purchasing regulations of the City.

(d) that the Council will abide by all the rules, regulations, guidelines, and general and special conditions of the Grants.

(e) to provide information required by the City to the extent that the City will be able to meet its obligations to file accurate and timely financial and narrative reports as may be required by the said Grants, and to furnish a fidelity bond with corporate surety in an amount not less than the full amount of the largest of said Grants during the term of this agreement or the sum of $200,000.00 whichever is greater, to save harmless the City, its officials, agents, or employees, from loss or liability by reason of any determination that the City, its officials, agents, or employees, are liable to the Commonwealth of Virginia for funds received by the City pursuant to the terms of the said Grants, or because of any default, malfeasance in relation to the provisions of this agreement, or the terms, conditions or provisions of the said Grants on the part of the Council, its officers or agents in administering said Grants, said bond to remain in full force and effect until such time as the Commonwealth of Virginia has from time to time approved all disbursements in writing or has in writing or otherwise absolved the City, its officials, agents or employees from responsibility for funds theretofore received pursuant to the said Grants.

(f) to make all reports, other than financial, to State agencies, as required by the Grants, and a copy of these reports shall be sent to the City.

(g) to reimburse the City of all expenses incurred in its capacity as fiscal agent, to include, but not limited to the cost of personnel, fringe benefits, office supplies, printing, accounting, processing of payroll, postage and technology charges. The Academy will pay the audit fees directly to the firm selected by the City for the annual audit.

(2) The City will maintain a separate custodial fund in the accounting system of the City in which will be recorded the financial transaction of the Council. The City will keep all records of the receipts and disbursements of Grants received by the Council.

(3) All receipts from the State of Virginia, the Federal Government, and fees collected in each of the participating localities will be deposited in this custodial fund.

(4) The Director of the Academy shall have printed pre-numbered receipts on which all fees shall be recorded as collected. These fees shall be deposited daily in the account set up for this purpose, including all gifts, donations, or other funds received.

(5) In addition to maintaining a custodial fund, the City shall maintain a complete payroll accounting system for the employees of the Council. Included in the payroll records will be a complete reporting of all deductions from the employees' earnings (Federal withholding, FICA, State withholding, Virginia Retirement System Pension and Life Insurance Plans, Health Insurance, and other applicable deductions).

(6) The City's finance department shall maintain adequate records disclosing the details of all receipts and all disbursements. The accounting system shall contain the following minimum requirements:

(a) A general ledger showing an up-to-date balance of all accounts, budget appropriations, and unexpended balance.

(b) A complete set of journals showing all receipts, disbursements and adjustments. These journals shall clearly identify each transaction.

(c) All disbursements shall be by check and approved for payment by the Council, or its Director, and by the Finance Director of the City.

(7) Rental of Property, the Council agrees to a monthly rental fee of $1.00 for use of the facility currently in place at 917 Central Avenue for fiscal year 2025-26. The Council may at its option, prepay any of the required installments. The City will provide insurance protecting the Academy from liability and property loss.

(8) As payment for services provided by the City as Fiscal Agent, and outlined above, the Council agrees to reimburse the City the sum of $11.50 per month for accounting services and $571.83 per month for technology charges.

(9) Employees of the Grant shall be considered employees of the City and as such shall have the same benefits as other City employees. Should any grievance arise between an employee of the Cardinal Criminal Justice Academy and its Director, or the Council, the Council shall act as the personnel board for the City, and its decision as to any grievance shall be final.

(10) The parties hereto agree that this contract shall commence on July 1, 2025, and shall end on June 30, 2026, subject to the City's right to declare this contract void if the Council violates any of the provisions of this agreement.

Entered this the day and year first hereinabove written.

CITY OF SALEM, VIRGINIA

By: ______________________________

Mayor – Renee F. Turk

CARDINAL CRIMINAL JUSTICE ACADEMY

By: ______________________________

Chairman – Chief, Scott Vantrease

By: ______________________________

Vice-Chairman – Chief, Angela Greene

ATTEST:

____
Gary Moore, Director
Cardinal Criminal Justice Academy
July 1, 2025

CITY OF SALEM, VIRGINIA

FISCAL AGENT CONTRACT

with the
REGIONAL COMMUNITY CRIMINAL JUSTICE BOARD
and the
REGIONAL ALCOHOL SAFETY ACTION PROGRAM POLICY BOARD

THIS CONTRACT, made and entered into this 1st day of July, 2025 by and between the **CITY OF SALEM, VIRGINIA**, hereinafter referred to as "the City," and **THE REGIONAL COMMUNITY CRIMINAL JUSTICE BOARD** and **THE REGIONAL ALCOHOL SAFETY ACTION PROGRAM POLICY BOARD**, hereinafter collectively referred to as "the Board," provides as follows:

1. To promote the common good and enhance public safety the governing bodies of the counties and cities that make up the 23rd and 25th Judicial Circuits and Districts of Virginia, acting in accordance with enactments of the General Assembly of Virginia, created the Regional Alcohol Safety Action Program Policy Board and the Regional Community Criminal Justice Board and selected the members of those boards.
2. All necessary governmental units and agencies have authorized the City to serve the Board as its Fiscal Agent and as the Grantee of funds that may be allocated or directed to the Board (or either of its constituent boards) by governmental or private bodies, including but not limited to the Virginia Commission on VASAP and the Virginia Department of Criminal Justice Services, which funds are for convenience hereinafter referred to as "Grant" or "Grants."
3. The City hereby contracts, covenants, and agrees:
    a. to serve the Board as its Fiscal Agent and the Grantee of Grants;
    b. to provide fiscal administration and management for Grants; and
    c. to do so consistently with all requirements of law and of any particular Grant.
4. The Board hereby contracts, covenants, and agrees:

a. Consistently with the provisions of Grants, the laws of Virginia, and the directives of the appropriate Executive and Judicial Branch officials, to provide Alcohol Safety Action Programs and Community Corrections Programs provided by the Grants in the area served by the programs.

b. To have sole responsibility for the administration and operation of all Policy Board programs.

c. That all purchases made with the funds from said Grants will comply with federal and state laws and the City's purchasing regulations.

d. To abide by all the rules, regulations, guidelines, and general and special conditions of any Grant.

e. To provide all information that the City needs to file, accurately and timely, any financial and narrative reports that may be required by the any Grant, or by generally accepted accounting practices.

f. To furnish a fidelity bond with corporate surety in an amount not less than either (a) the full amount of the largest Grant during the term of this agreement, or (b) $250,000 whichever is greater, which bond will indemnify and to save harmless the City, its officials, agents, and employees, from loss or liability to the Commonwealth of Virginia for funds received by the City pursuant to the terms of a Grant, or because of any default, malfeasance, misfeasance on the part of the Board, or on the part of any officers, agents, or employees of any Alcohol Safety Action Program or Community Criminal Justice Program, said bond to remain in effect until such time as the Commonwealth of Virginia has approved all disbursements in writing or has in writing otherwise absolved the City, its officials, agents and employees from the responsibility for funds received pursuant to any Grant.

g. To make all non-financial reports required by any Grant and furnish a copy of all reports to the City.

h. To reimburse the City for all expenses incurred in its capacity as fiscal agent, to include, but not limited to the cost of personnel, fringe benefits, office supplies, accounting services, printing, processing of payroll, postage and technology charges. The parties agree that, during the term of this contract, the amount of $212.67 will be paid monthly for technology charges and $745.83 will be paid monthly for fiscal agent fees. The Board will pay the audit fees directly to the firm selected by the City for the annual audit.

5. The City's Director of Finance will serve as Program Administrator and will maintain a separate custodial fund in the City's accounting system in which will be recorded all financial transactions of the Board. The City will keep complete and accurate records of the receipts and disbursements of Grants received by the Boards.

6. All receipts from the State of Virginia, the federal government, local governments, and all fees collected will be deposited in this custodial fund.

7. The Director of the Program shall have printed receipts on which all fees shall be recorded as collected. These fees, along with all gifts, donations or other funds received, shall be deposited daily in the agency account.

8. The City shall maintain a complete payroll accounting system for employees of the Boards. Included in the payroll records will be a complete reporting of all deductions from the employees' earnings (federal withholding, FICA, W2(s) and State withholding, Virginia Retirement System Pension and Life Insurance Plans, Health and Dental Plans, and any other deductions).

9. The City shall maintain accurate records showing the details of all receipts and disbursements. The accounting system shall meet at least the following minimum requirements:

   a. A general ledger showing an up-to-date balance of all accounts, budget appropriations, and an unexpended balance.

   b. A complete set of journals showing all receipts, disbursements and adjustments. These journals shall clearly identify each transaction.

c. All disbursements shall be by check and approved for payment by the Board, or their Program Director, and by the Finance Director of the City.

10. Employees of the Board and its Alcohol Safety Action Program, Community Criminal Justice and Pretrial Services program shall be considered employees of the City and as such shall have the same benefits as other City employees.

11. In case any grievance under the City's grievance system is filed by an employee of **Regional Community Criminal Justice Board** or the **Regional Alcohol Safety Action Program Policy Board**, the Board shall act as the Personnel Board for the City, and its decision as to any grievance shall be final.

12. This contract shall commence on July 1, 2025 and shall end on June 30, 2026. To the extent allowed by federal and state law, either party shall have the right to declare this contract void if the other party materially violates any provision of this agreement.

IN WITNESS WHEREOF, AND WITH INTENT LEGALLY TO BE BOUND, THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, AFFIX THEIR SIGNATURES:

CITY OF SALEM, VIRGINIA

By: ____
Renee F. Turk, Mayor

By:____
Matthew T. Ward
Regional Community Criminal Justice Board

By: ____
Trevor Craddock
Regional Alcohol Safety Action Program Policy Board

ATTEST:

____
H. Robert Light
City Clerk of Council
July 1, 2025

____
Krystal Hullette, Director
July 1, 2025