



AGENDA
REGULAR MEETING OF TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
MAY 26, 2020 – 7:00 P.M.

(The meeting will be livestreamed on Facebook)

Declarations of Emergency have been made at all levels of government including the Town of Christiansburg. During a declared disaster, the Code of Virginia requires and allows governing bodies of localities and other public entities to conduct their meetings in manners which are consistent with providing continuity of government and in a safe and healthy manner, and for the public safety, health and welfare for the governing body and all attendees/interested parties consistent with open government. The COVID-19 virus makes it impractical and unsafe for Christiansburg Town Council to physically assemble in one location. The virus also makes it impractical and unsafe, as well as potentially life threatening, for the public, and the Town staff, to gather in the same location. As a result, the meeting will be conducted virtually. The Council members and any necessary staff will join the meeting via electronic communications without a quorum of Town Council physically assembled at one location pursuant to, and authorized by, Code of Virginia § 2.2-3708.2(A)(3) and the Continuity of Government Ordinance passed by Christiansburg Town Council on March 24, 2020.

The meeting will be streamed live on the Town of Christiansburg's Facebook page at www.facebook.com/cburgvagov and will be uploaded to the Town's YouTube page once the meeting concludes. Members of the public can also call into the meeting using one of these phone numbers: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799. Webinar ID: 865 4512 1983. Members of the public who join the meeting by phone will be in listen-mode only.

The public may submit comments by any of the following means:

- Online at www.christiansburg.org/publichearings.
- By e-mail to info@christiansburg.org.
- By voicemail at (540) 382-6128 ext. 1109.
- By mail to Town Hall, ATTN: Town Council (please allow adequate mailing time).
- By using the Town Hall drop box and labeling your comments for ATTN: Town Council.

In order for Town Council to receive submitted comments prior to the meeting and for the comments to be reflected in the minutes, comments must be submitted by 6 p.m. on May 26, 2020. Please provide your full name and address. You may also sign up to speak live during the meeting through means of electronic communication at www.christiansburg.org/publichearings by 6 p.m. on May 26, 2020.

REGULAR MEETING

I. CALL TO ORDER

- A. Moment of Reflection
- B. Pledge of Allegiance

II. ADJUSTMENT OF THE AGENDA

III. PUBLIC HEARINGS

- A. Annual Budget for FY 2020 – 2021.
- B. Lease agreement with Fiber Technologies Solutions, LLC for 415 Cambria Street, N.W.

IV. CONSENT AGENDA

- A. Approval of Minutes of May 12, 2020
- B. Monthly Bill List
- C. Approval of Change Order #4, totaling \$113,766.85, for Huckleberry Trail Phase III Project.
- D. Schedule Public Hearings as follows:

June 23, 2020

- Rezoning request by Magnolia Point Community, LLC (applicant) for property owned by International Church of the Foursquare Gospel A CA Corp, located northeast of the intersection of Peppers Ferry Road NW and New Village Drive NW (tax map no. 434-A-8A). The request is to rezone the approximately 9.14 acre property from A, Agricultural to R-3, Multi-Family Residential with proffers. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- Conditional Use Permit request - contingent on the preceding item – by Magnolia Point Community, LLC (applicant) for property owned by International Church of the Foursquare Gospel A CA Corp for a planned housing development to consist of multi-family dwellings and townhomes at a density of development of approximately 16 units per acre on property located northeast of the intersection of Peppers Ferry Road NW and Village Drive NW (tax map no. 434-A-8A) in the R-3, Multi-Family Residential District.
- Street vacation request by Gay and Neel, Inc. for an ordinance to vacate an approximately 0.12 acre portion of right-of-way along the east side of N. Franklin Street, located adjacent to the intersection of N. Franklin Street and Akers Farm Road, N.E. The portion of right-of-way adjoins 100 Akers Farm Road, N.E. (tax map no. 466-22-1).

July 14, 2020

- Rezoning request by the Montgomery County School Board for property located at 208 College Street NW (tax map no. 526-A-175). The request is to rezone the property from R-2, Two-Family Residential to B-3, General Business. The property is designated as Downtown / Mixed-use on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.

- Conditional Use Permit request – contingent on the preceding item – by the Montgomery County School Board for property located at 208 College Street NW (tax map no. 526-A-175). The request is for a commercial garage / maintenance shop and contractor storage yard in the B-3, General Business District.
- Rezoning request by Golden Triangle Development, LLC for a 2 acre property (tax map no. 530-2-87C) located north of Glade Drive SE and south of Interstate 81, adjacent to the Reagan’s Pointe Subdivision. The request is to rezone the property from A – Agricultural to R-3, Multi-Family Residential. The property is designated as Residential on the Future Land Use Map of the 2013 Christiansburg Comprehensive Plan.
- Conditional Use Permit request – contingent on the preceding request – to amend the approved planned housing development for the Reagan’s Pointe Subdivision. The request is to modify the approved development plan in order to allow nine additional single-family dwellings to be constructed within the development, a portion of which will be located on tax map no. 530-2-87C, in the R-3, Multi-Family Residential District.

V. INTRODUCTIONS AND PRESENTATIONS

VI. CITIZEN COMMENTS

VII. COMMITTEE REPORTS

VIII. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

IX. STAFF REPORTS

- A. Town Manager
- B. Town Attorney
- C. Other Staff

X. COUNCIL REPORTS

XI. OTHER BUSINESS

XII. ADJOURNMENT

Upcoming meetings of Council:

June 9, 2020, 7:00 P.M. – Regular meeting

June 23, 2020, 7:00 P.M. – Regular meeting



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:

Public Hearings

Meeting Date:

May 26, 2020

ITEM TITLE:

Annual Budget for FY 2020 - 2021

Information Provided:

<https://www.christiansburg.org/DocumentCenter/View/11198/Budget-2021-5-1-2020>



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:

Public Hearing

Meeting Date:

May 26, 2020

ITEM TITLE:

Public Hearing - Lease Agreement with Fiber Technologies Solutions, LLC for 415 Cambria Street, N.W.

DESCRIPTION:

This is the public hearing for the lease of approximately 10,000 square feet of warehouse space in the front, left portion of the building and a portion of approximately 1,560 square feet of office space. The entire building is approximately 48,840 square feet. While most of the building remains vacant, a portion of the building will be used for dog obedience classes in the front of the building, general Town file and furniture storage throughout the building, and public works materials, equipment, and vehicle storage in the rear of the building.

The rental period would be one (1) year beginning after Council approval, unless terminated under the provisions provided in the lease by the Tenant or the Town. The term of the lease may be extended from month to month by the tenant for one (1) additional year. The proposed rent is \$2,500.00 per month and the tenant will pay the power bill for the building.

The proposed tenant is a subcontractor of Comcast. The primary use of the warehouse space will be for storage of large spools of fiber.

POTENTIAL ACTION:

Hold public hearing.

DEPARTMENT(S):

Administration

PRESENTER:

Randy Wingfield, Town Manager

INFORMATION PROVIDED:

Lease Agreement with Fiber Technologies Solutions, LLC for 415 Cambria Street, N.W.

LEASE

THIS LEASE is entered into as of _____, 2020, by and between the **THE TOWN OF CHRISTIANBURG**, a municipal corporation of the Commonwealth of Virginia, ("Landlord") and Fiber Technologies Solutions, LLC., doing business as **FIBER TECHNOLOGIES SOLUTIONS, LLC** ("Tenant"), upon the following terms and conditions.

WHEREAS, Landlord owns property located in the Town of Christiansburg, Virginia, containing approximately 2.976 acres and 48,840 square feet of enclosed office and warehouse space, located at 415 Cambria Street, NW, Christiansburg, Virginia 24073, and identified as Montgomery County Tax Map No. 466- A 1 (the "Property"); and

WHEREAS, Tenant has agreed to lease a portion of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings specified herein:

1.1. Premises. "**Premises**" means (a) a portion of the Property containing approximately 10,000 square feet of warehouse space, and (b) a portion of the Property containing approximately 1,560 square feet of office space. Landlord expressly reserves the right to use the bathrooms located in the Premises for itself and its invitees. Certain common areas exist in relation to the Property and Premises, including, but not limited to, the parking lot, walkways, lobby, stairways and elevators ("Common Areas"). In addition to the Premises, Tenant, and its employees, customers and invitees, shall be entitled to reasonable non-exclusive use of the Common Areas.

1.2. Term. "**Term**" means the period from _____, 2020, ("**Commencement Date**") to _____, 2021, unless sooner terminated as provided in this Lease. By written notice to Landlord at least thirty (30) days prior, the Term may be extended from month to month by Tenant for one (1) additional year.

1.3. Rent. "**Rent**" means Two Thousand, Five Hundred Dollars and No Cents (\$2,500.00) per month.

1.4. Tenant's Permitted Use. "**Tenant's Permitted Use**" means use of the warehouse space for storage of its inventory and equipment and use of the office space for administrative purposes; and other specific uses sought and as allowed in writing by Landlord.

1.5. Landlord's Address for Notices. "*Landlord's Address for Notices*" means:

The Town of Christiansburg
Mr. Randy Wingfield, Town Manager
100 E Main Street
Christiansburg, VA 24073

With a copy to: N. Reid Broughton, Esquire
Sands Anderson PC
P.O. Box 2009
Christiansburg, Virginia 24068-2009
540-260-9011 (telephone)
540-260-0022 (facsimile)

1.6. Tenant's Address for Notices. "*Tenant's Address for Notices*" means:

FIBER TECHNOLOGIES SOLUTIONS, LLC
2675 MALL OF GEORGIA BOULEVARD, SUITE 301
BUFORD, GA 30519

ARTICLE 2 – LEASE OF PREMISES

2.1. Lease of Premises. Landlord, for and in consideration of the Rent and the covenants, conditions and agreements hereinafter described to be kept and performed by Tenant, does hereby rent, demise and lease the Premises to Tenant, and Tenant leases the Premises from Landlord, upon the terms contained in this Lease.

2.2. Term. This Lease shall continue during the Term, unless terminated as provided herein.

2.3. Rent. During the Term, Tenant shall pay to Landlord the Rent, in advance on the first day of each calendar month, without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's Address for Notices or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant.

2.4. Acceptance of Premises. Tenant agrees to accept the Premises in "as is" physical condition as of the Commencement Date without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same); provided, however, that Landlord represents and warrants to Tenant that, as of the date of this Lease, all utilities, including electric, telephone, water and sewer, are available at the Premises.

ARTICLE 3 - USE OF PREMISES

3.1 Tenant's Permitted Use. Tenant shall use the Premises only for Tenant's Permitted Use and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use.

3.2 Compliance With Laws. Tenant shall not use the Premises, or permit the Premises to be used in any manner that violates any applicable laws, ordinances, or regulations.

3.3 Hazardous Substances. The term "***Hazardous Substances***" means pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any law relating to pollution or protection of the environment (collectively "***Environmental Laws***"). Tenant agrees not to use, store, release, or dispose of any Hazardous Substance in the Premises in violation of applicable Environmental Laws. Tenant shall promptly remediate any violation of this requirement in strict accordance with all applicable Environmental Laws at Tenant's sole expense. Nothing herein prohibits Tenant's incidental storage and use of kitchen and cooking supplies, cleaning products in quantities as customarily found in like businesses, or materials required by and used in Tenant's business, so long as the same is in strict accordance with all Environmental Laws. Notwithstanding anything herein, nothing in this Lease shall obligate Tenant to remediate any release, spill, discharge, of any Hazardous Substances at the Premises or Property or to indemnify Landlord pursuant to the provisions of this Section, unless the release, spill or discharge resulted directly or indirectly from Tenant's use and occupancy of the Premises. If contamination or historic fill exists at the Premises or Property prior to the commencement of the date of the Lease, Landlord shall be responsible for all remediation costs associated with such contamination. For the avoidance of doubt, Tenant shall have no liability or indemnification obligations under this Lease for the migration of Hazardous Substances under the Premises or Property from adjacent properties not caused or contributed to by Tenant.

ARTICLE 4 – OPERATING EXPENSES

4.1 Utilities. Tenant covenants to pay when due all charges during the Term for electricity serving the Property. Landlord shall pay for when due all charges for other utilities used in or for the benefit of the Property and the Premises.

4.2 Taxes. Tenant shall pay any taxes or assessments on or for its equipment and all other taxes associated with its use of the Premises.

4.3 Services. Landlord is not obligated to provide any services to the Premises except as otherwise specifically stated in this Lease, and is not liable for any stoppage of, or interruption in furnishing, any services to the Premises.

ARTICLE 5 – MAINTENANCE AND REPAIRS

5.1 **Landlord's Obligations.** Landlord, at its sole cost, shall maintain, repair, replace and keep in good repair and condition the Property (including the exterior, walls, foundation, roof, plumbing, electrical, plumbing, mechanical, and HVAC systems), excluding any conditions caused in whole or in part by Tenant (which shall be solely the responsibility of Tenant). Lessor shall also be responsible to maintain and operate the Common Areas, including Common Area utilities, property management, Common Area air conditioning maintenance, pest control, grounds maintenance, snow removal, Common Area maintenance and repairs, supplies, and other Common Area costs and expenses.

5.2 **Tenant's Obligations.** Tenant, at its sole cost, shall maintain and keep in good repair and condition all of the interior, non-structural portions of the Premises (including, without limitation, the interior, doors, windows, and plate glass) except for those items that are expressly set forth as responsibilities of the Landlord, and shall be solely responsible for any conditions caused in whole or in part by Tenant. In no event shall Tenant have any responsibility for the replacement of any portion of the Premises, nor shall Tenant have responsibility to repair or replace the HVAC system, as part of Tenant's maintenance responsibilities.

ARTICLE 6 – ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.1 **Landlord's Consent: Conditions.** Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises ("***Alterations***") without the prior written consent of Landlord, which consent shall not be unreasonably delayed or withheld. All permitted Alterations shall be performed at Tenant's sole cost in compliance with plans and specifications approved by Landlord, all applicable laws, ordinances, rules, and regulations and the requirements of all carriers of insurance on the Premises. All work shall be performed in a diligent, first class manner.

6.2 **Liens.** Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep the Premises free from all liens, stop notices, and violation notices relating to the Alterations or any other work performed for, materials furnished to, or obligations incurred by or for, Tenant. Tenant shall protect, indemnify, hold harmless and defend Landlord, and the Premises of and from any and all loss, cost, damage, liability and expense, including reasonable attorneys' fees, arising out of or related to any such liens or notices.

6.3 **Lease Termination.** Upon expiration or earlier termination of this Lease, or any renewal or extension hereof, Tenant shall surrender the Premises to Landlord in the same condition as when received, subject to reasonable wear and tear. All alterations shall become a part of the Premises and shall become the property of Landlord, unless Landlord shall have, by written notice given to Tenant at the time Landlord consented to the alterations, required Tenant to remove some or all of Tenant's Alterations, in which event Tenant shall promptly remove the designated Alterations and shall promptly repair any resulting damage, all at Tenant's sole expense. Provided that Tenant shall not be in default

under this Lease, all business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant upon the expiration or earlier termination of this Lease. Tenant shall at its sole expense, remove all such items and repair any damage to the Premises caused by such removal. If Tenant fails to remove any such items or repair such damage promptly after the expiration or earlier termination of this Lease, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof upon demand.

ARTICLE 7 – INDEMNIFICATION AND INSURANCE

7.1 **Indemnification.** Tenant agrees to protect, indemnify, hold harmless and defend Landlord, its partners, agents and employees, successors and assigns, from and against any and all loss, cost, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of the use or occupancy of the Premises by Tenant or the acts or omissions of Tenant or its agents, employees, contractors, clients, invitees or subtenants.

7.2 **Property Insurance.** Tenant shall procure and maintain, at its sole expense, "all-risk" property insurance in an amount not less than one hundred percent (100%) of the replacement cost covering Tenant's trade fixtures, equipment and other personal property from time to time situated in the Premises. Landlord shall maintain throughout the term of the Lease "All Risk" property insurance covering the Premises and Property at least as broad as the ISO Cause of Loss Special Form, insuring for full replacement value (but subject to reasonable deductibles) of the building and improvements, including the equipment, systems, and facilities serving same. Said policy shall not exclude flood coverage if the Premises is located in a flood zone. For avoidance of doubt, such insurance carried by Landlord shall include fire and hazard coverage.

7.3 **Liability Insurance.** Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the Tenant's use and occupancy of the Premises and the business operated by Tenant. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars and No Cents (\$1,000,000.00). Landlord shall also carry a policy of commercial general liability insurance on an occurrence basis (including coverage for death, personal injury and property damage), with minimum single limit coverage of at least One Million Dollars (\$1,000,000.00).

7.4 **Additional Insured.** All such policies shall include Landlord as an additional insured. Tenant shall provide evidence of insurance to Landlord upon request. No insurance policies under this Section shall be terminated without at least thirty (30) days prior written notice having been delivered to Landlord.

ARTICLE 8 – DAMAGE OR DESTRUCTION; CONDEMNATION

8.1 Partial Damage or Destruction. In case of damage to or destruction of less than fifty percent (50%) of the Premises, Landlord shall, at its own expense, promptly repair and restore the Premises substantially to the condition which existed prior to such damage or destruction. The proceeds of any insurance covering such damage or destruction shall be made available to Landlord for such repair or replacement. Rent payable under this Lease shall be abated, by an amount equal proportional amount of the Premises determined to be untenable, during any period of repair or replacement.

8.2 Total Loss. In the event of damage or destruction of fifty percent (50%) or more of the Premises (“**Total Loss**”), Landlord shall have no obligation to repair or reconstruct the Premises. In the event Landlord elects not to repair or reconstruct the Premises following a Total Loss, Landlord shall notify Tenant of its intent within thirty (30) days of the occurrence of the Total Loss and this Lease shall terminate, and Tenant shall assign all insurance proceeds relating to the Total Loss to the Landlord, with the exception of any such proceeds on account of trade fixtures, equipment, and other personal property owned by Tenant.

8.3 Condemnation. If the entire Premises, or so much of the Premises as to render the balance unusable by Tenant, shall be taken by condemnation, then this Lease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier. If this Lease does not terminate pursuant to the preceding sentence, this Lease shall then continue in full force and effect and there shall be an equitable adjustment in Rent based upon any reduction in the square footage of the Premises. The award for such taking shall be equitably divided between Landlord and Tenant at the time of the taking as their interests then appear.

ARTICLE 9 – DEFAULT AND REMEDIES

9.1 Events of Default By Tenant. The occurrence of any of the following (without limitation) shall constitute a material breach of this Lease by Tenant.

- A. The failure by Tenant to pay any payment due hereunder within ten (10) days of the date due.
- B. The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant unless Tenant begins to cure such failure within thirty (30) days after such notice and thereafter continues to use reasonable efforts to cure such failure.
- C. The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency law, unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days after filing; or the attachment, confiscation or other seizure of substantially all of

Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such is not discharged within ninety (90) days.

9.2 Landlord's Right to Terminate Upon Tenant Default. In the event of any material breach of this Lease by Tenant, Landlord shall have the right to terminate this Lease and recover possession of the Premises by giving written notice to Tenant of Landlord's election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant:

- A. The amount of any unpaid Rent due and payable at the time of such termination; plus
- B. The amount of Rent due and payable by Tenant under this Lease for the balance of the Term provided however, that Landlord shall use all reasonable efforts to minimize the loss of Tenant by finding a new tenant to offset the current Tenant's obligations; plus
- C. Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus
- D. Interest on the foregoing amounts from the time due until the time actually paid at the rate of nine percent (9%) per annum.

9.3 Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. Landlord may, but shall not be obligated to, make any payment or perform any other act required to be made or performed by Tenant, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord shall be payable to Landlord as additional rent on demand.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 Attorneys Fees. If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief, its reasonable attorneys' fees incurred therein.

10.2 Subordination This Lease, and the rights of Tenant hereunder, are and shall be subject and subordinate to the interests of (i) present and, subject to the conditions described hereinafter, future mortgages and deeds of trust encumbering all or any part of the Premises; (ii) all past and future advances made under any such mortgages or deeds of trust. Upon demand, Tenant shall execute, acknowledge and deliver any instruments reasonably requested by Landlord or any such Mortgagee to effect the purposes of this section; provided however, with respect to any mortgage or deed of trust recorded subsequent to the date of this Lease, such Mortgagee shall agree in a recordable instrument that this Lease shall not be divested by foreclosure or other default proceedings and the

tenancy of Tenant shall not be disturbed so long as Tenant is not in default under this Lease beyond applicable cure periods. Landlord shall hold Tenant harmless from any liability to or for any mortgage or deed of trust on the Premises and shall cause such mortgage or deed of trust to be removed as a lien on the Premises at the time of any conveyance of the Premises to Tenant. Notwithstanding anything in this Section to the contrary, Tenant's agreement to so subordinate this Lease shall be conditioned on the prior written agreement of the mortgagee, trustee, or other beneficiary, as the case may be, to unconditionally recognize Tenant's rights under this Lease and not disturb Tenant's possession of the Premises as long as Tenant shall not be in default under this Lease beyond any applicable notice and opportunity to cure period, per a written subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant ("SNDA").

10.3 Quiet Enjoyment. Provided that Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

10.4 Estoppel Certificate. Tenant agrees upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate certifying to any current or prospective mortgagee such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee may require in connection with Landlord's financing.

10.5 Entry By Landlord. In addition to its reserved right to use the bathrooms located in the Premises, Landlord may enter the Premises at all reasonable times after 48 hours prior written notice to Tenant to: inspect the same; exhibit the same to prospective purchasers and mortgagees or, during the last 60 days of the Term, to prospective tenants; or for any other reasonable purpose; provided, however, that any work performed by Landlord shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

10.6 Notices. All notices shall be served personally or by registered or certified mail, postage prepaid, or commercial overnight delivery, addressed to Landlord at Landlord's Address for Notices or to Tenant at Tenant's Address for Notices, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served at the time the same was posted.

10.7 Entire Agreement. This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties with regard to its subject matter.

10.8 Amendments. This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord shall not have waived or released any of its rights hereunder unless explicitly in a writing executed by Landlord.

10.9 Successors and Assigns. Except for assignment to an affiliate, Tenant may not assign or sublet all or any part of this Lease without Landlord's consent, which consent will not be unreasonably withheld or delayed, and in making such determination, it shall be reasonable for Landlord to consider the reputation and industry experience of the assignee and its financial strength. Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and permitted assigns of the parties hereto.

10.10 Governing Law. This Lease is governed by, and construed and performed in accordance with, the laws of the Commonwealth of Virginia without regard to any choice of law provision thereof.

10.11 Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

10.12 Number and Gender. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

10.13 Time is of the Essence. Time is of the essence of this Lease and to the performance of all obligations hereunder.

10.14 Counterparts. This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

TENANT:

FIBER TECHNOLOGIES SOLUTIONS LLC

By: _____
(Printed) _____
(Title) _____

LANDLORD:

TOWN OF CHRISTIANBURG

By: _____
(Printed) _____
(Title) _____

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
MAY 12, 2020 – 7:00 P.M.**

(The meeting was delayed 13 minutes due to technical difficulties with streaming on Facebook Live)

Declarations of Emergency have been made at all levels of government including the Town of Christiansburg. During a declared disaster, the Code of Virginia requires and allows governing bodies of localities and other public entities to conduct their meetings in manners which are consistent with providing continuity of government and in a safe and healthy manner, and for the public safety, health and welfare for the governing body and all attendees/interested parties consistent with open government. The COVID-19 virus makes it impractical and unsafe for Christiansburg Town Council to physically assemble in one location. The virus also makes it impractical and unsafe, as well as potentially life threatening, for the public, and the Town staff, to gather in the same location. As a result, the meeting was conducted virtually via Zoom. The Council members and any necessary staff joined the meeting via electronic communications without a quorum of Town Council physically assembled at one location pursuant to, and authorized by, Code of Virginia § 2.2-3708.2(A)(3) and the Continuity of Government Ordinance passed by Christiansburg Town Council on March 24, 2020. Members of the public were invited to call into the meeting using this phone number: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799. Webinar ID: 896 9854 3432. The meeting was also streamed live on the Town of Christiansburg's Facebook page at www.facebook.com/cburgvagov and was uploaded to the Town's YouTube page at the conclusion of the meeting.

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY,
CHRISTIANSBURG, VA. WAS HELD ELECTRONICALLY VIA ZOOM ON MAY 12, 2020 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Merissa Sachs; Samuel M. Bishop; Johana Hicks; Steve Huppert; Henry Showalter; Bradford J. Stipes. ABSENT: None

ADMINISTRATION PRESENT: Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Reid Broughton; Finance Director Val Tweedie; Police Chief Mark Sisson; Fire Chief/Fire Marshal Billy Hanks; Rescue Chief Joe Coyle.

I. CALL TO ORDER

- A. Moment of Reflection. Mayor Barber asked those participating to remember first responders and the individuals directly affected by COVID-19.
- B. Pledge of Allegiance.

II. ADJUSTMENT OF THE AGENDA

III. PUBLIC HEARINGS

IV. CONSENT AGENDA

- A. Approval of Minutes of April 28, 2020
- B. Award contract to CHA in the amount of \$521,200.00 for field inspection, design, bidding and contract administration services for the Arrowhead Sanitary Sewer Rehabilitation and Replacement Project.
- C. Acceptance of approximately \$36,000 in Cares Act funding for EMS Medicare billing loss of revenue associated with COVID-19.
- D. Reschedule public hearing for lease agreement of 415 Cambria Street, N.W. to May 26, 2020.

Councilman Bishop made motion to approve the consent agenda, seconded by Councilwoman Sachs. Council voted on the motion as follows: Bishop – Aye; Hicks – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye; Stipes – Aye.

V. INTRODUCTIONS AND PRESENTATIONS

VI. CITIZEN COMMENTS

- A. Email comment received by Alecia Vaught of Den Hill Road: *“When are the meetings going to be held in the town hall again? I would also like to know why the public isn't allowed to call in the zoom meetings and comment during the meetings for the last 2 months and will they be able to going forward? Thank you.”*

VII. COMMITTEE REPORTS

VIII. DISCUSSION AND ACTION BY MAYOR AND COUNCIL

- A. Consideration of donation of use of mobile stage by Montgomery County Public Schools for High School graduations

Mayor Barber presented a request by Dr. Miear, Superintendent of Montgomery County Public Schools (MCPS) to rent the mobile stage to MCPS for use during four high school graduation ceremonies on May 30. MCPS would provide the sound system and banners. Mayor Barber proposed donating, rather than renting, the stage in support of the schools and graduating seniors. Councilman Stipes made a motion to approve donating the mobile stage to MCPS for use during its graduation ceremonies on May 30. Councilwoman Hicks seconded the motion and Council voted as follows: Bishop – Aye; Hicks – Aye; Huppert – Aye; Sachs – Aye; Showalter – Aye; Stipes – Aye.

B. Update on and discussion of public hearing procedures

Town Manager Wingfield provided an overview of the public hearing schedule for the FY 2020-2021 Annual Budget that included plans to hold an online forum for public comment submittal from May 12 – 26, as permitted under COVID 19 government orders. The public would have the option to comment live during the Council meeting via Zoom, and would be asked to sign up ahead of time. Notice of the public hearing for the budget would be posted in the newspaper on May 16, with budget adoption scheduled for June 9. Mr. Wingfield reviewed other upcoming public hearings and announced that staff would plan to resume committee meetings in June if recommended. Council thanked Mr. Wingfield for the report and encouraged him to follow government guidelines in this matter.

IX. STAFF REPORTS

A. Town Manager:

- Council was asked to review and comment on a spreadsheet outlining action items discussed during the Council retreat.
- A decontamination center for N95 masks has opened at Virginia Tech and is available free of charge to the region's emergency responders.
- Virginia has received \$3.3B from the Cares Act, which will be distributed to localities based on population. Montgomery County is expected to receive \$8.5 million and the Town will work with the County on distribution. Local government expenditure reimbursement is the purpose of the funding.
- Virginia's governor has issued guidelines on the re-opening of businesses, which will be posted on the Town's website.

B. Town Attorney:

C. Other Staff:

- Fire Chief Billy Hanks, Police Chief Mark Sisson, and Rescue Chief Joe Coyle reported on ongoing activities and efforts of the NRV Public Health Task Force to address public health and safety during the coronavirus outbreak. Chief Sisson highlighted the newly opened decontamination center at Virginia Tech, which is only one of three in Virginia, and that is available free of charge to essential fields for decontamination of N95 masks. Chief Hanks provided a brief overview of the region's test site operations, which included photos of each site. Mr. Hanks, Mr. Sisson, and Mr. Coyle thanked community partners that included the NRV Mall, Walmart, and Dr. Mear of MCPS, and expressed gratitude for their support of the efforts to stop the spread of COVID-19.

X. COUNCIL REPORTS

- A. Councilman Stipes expressed appreciation for the information shared with the community on the Town's Splash Page, written by Amy Southall, PR Generalist. He then shared comments

from citizens who had expressed appreciation for the Town's efforts to support the community during the pandemic through vehicle parades in celebration of birthdays and other events.

- B. Councilman Showalter echoed Councilman Stipes' comments and praised the Police Department and Public Works for going above and beyond to support the community through special recognitions.
- C. Councilman Huppert thanked Town Manager Wingfield for clarifying the intended use of the Cares Act state/local funding, and commended the Christiansburg community for supporting its local businesses.
- D. Councilman Bishop, no report.
- E. Councilwoman Sachs echoed the comments of Councilman Stipes and Councilman Showalter with regard to the support given to the community by the Police Department and Public Works during this challenging time.
- F. Councilwoman Hicks noted that a box had been placed outside Town Hall for the collection of greeting cards to be sent to senior citizens, and she thanked the Town departments involved in celebrating individuals in the community. She then referred to the Town's community support funding and suggested that Montgomery County Tourism Development Council provide financial support to Downtown Christiansburg, Inc. instead of the Town. Ms. Hicks asked for details regarding Appalachian Regional Commission funds, and Town Manager Wingfield noted he would look into finding additional information.
- G. Mayor Barber echoed comments in appreciation of the Police Department and Public Works for efforts to celebrate the community during the "stay-at-home" order, and noted he had received many comments of appreciation from the community.

XI. OTHER BUSINESS

XII. ADJOURN

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 7:57 P.M.

Michele Stipes, Clerk of Council

D. Michael Barber, Mayor

TOWN OF CHRISTIANSBURG	PAY DATE 5-29-2020	
BILLS TO BE PAID FOR THE MONTHS OF	APRIL AND MAY	
A MORTON THOMAS AND ASSOCIATES, INC	18,927.71	ENGINEERING SERVICES HBT 3, AND PEPPERS FERRY INTERSECTION IMPROVEMENTS
ADVANCED ANALYTICAL SOLUTIONS	540.00	
ADVANCED TECHNICAL SOLUTIONS	1,086.73	
ALGONQUIN PRODUCTS COMPANY	913.78	
ALL SEASONS PEST CONTROL, INC	95.00	
ALLEGHENY CONSTRUCTION CO, INC	601,891.33	CONSTRUCTION NORTH FRANKLIN CORRIDOR
ALLMAX SOFTWARE, INC.	2,130.00	SOFTWARE SUPPORT WWTF
ATLANTIC EMERGENCY SOLUTIONS, INC	2,137.50	FIRE DEPT PUMP TESTING
AUTOZONE, INC	10.71	
B & B QUALITY FENCING	1,450.00	
B & K TRUCK ACCESSORIES	12.00	
BALZER AND ASSOCIATES, INC	1,500.00	
BANE OIL COMPANY, INC	1,361.11	
BASHAM OIL COMPANY	895.35	
BECKNER BOILER CO INC	2,580.00	BLOWER #2 REPAIRS WWTF
BLACKSBURG POWER EQUIPMENT	1,119.95	
BLUE RIDGE ANALYTICAL LLC	695.00	
BOUND TREE MEDICAL, LLC	3,158.14	MEDICAL SUPPLIES RESCUE
BOYD DALE MCCOY	613.99	
BUSINESS RESULTS TRAINING LLC	344.66	
CAMBRIDGE COMPUTER SERVICES, INC	30,387.37	IT INFRASTRUCTURE, SWITCH
CARDINAL BLUEPRINTERS, INC.	350.00	
CARILION HEALTHCARE CORP.	95.00	
CENTURY ENGINEERING, INC	59,224.69	ENGINEERING SERVICES N. FRANKLIN CORRIDOR
CHA CONSULTING INC	24,692.46	ENGINEERING SERVICES PRETREATMENT AND BIOSOLID MANAGEMENT
CHILDREN'S ADVOCACY CENTER	5,000.00	ANNUAL SUPPORT
COGSDALE SYSTEMS INC.	96,749.24	ANNUAL MAINTENANCE AGREEMENT
CUMMINS INC	1,728.27	
CURTIS BAY MEDICAL WASTE VIRGINIA, LLC	92.36	
DATA MANAGEMENT, INC	1,190.00	
DICK JONES SALES INC	1,414.00	
DLB ENTERPRISES LLC	57,543.82	CONSTRUCTION COLLEGE STREET SEWER PROJECT
DOMINION DOOR & HARDWARE INC	1,395.00	
DOWNTOWN CHRISTIANSBURG INC	13,026.26	ANNUAL SUPPORT FY 2020
DUNCAN FORD MAZDA	3,039.70	VEHICLE MAINTENANCE AND REPAIRS PD AND PW
EAST COAST EMERGENCY VEHICLES, LLC	2,434.64	LOCKING COMPARTMENTS PD VEHICLES
ELECTRICAL EQUIPMENT COMPANY	1,945.45	
ELECTRICAL SUPPLY CO	127.56	
EMS MANAGEMENT & CONSULTANTS, INC	1,203.88	
ENVIRONMENTAL EXPRESS, INC	70.79	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE, INC	45,000.00	BIOSOLID SPREADING 3 MONTHS
EPLUS TECHNOLOGY INC	13,968.00	IT BARRACUDA SOFTWARE
EVOQUA WATER TECHNOLOGIES, LLC	11,425.71	SUPPLIES AND PARTS WWTF
EXTREME CONCRETE & CONSTRUCTION INC	24,850.00	REPLACE STAIRS AND DECK PD
FASTENAL COMPANY	446.17	
FAULCONER CONSTRUCTION COMPANY INC	153,261.00	DESIGN SERVICES FOR PARK
FERGUSON ENTERPRISES, INC.#75	15,977.61	FITTINGS, PIPE SUPPLIES FOR WATER AND SEWER
FISHER AUTO PARTS, INC.	648.09	
FLEET PRIDE, INC	931.22	
GALLS, AN ARAMARK COMPANY	1,914.35	PD SUPPLIES
GEMPLER'S INC.	49.00	
GODWIN MANUFACTURING CO.,INC.	1,510.46	
GRANTURK EQUIPMENT CO., INC	1,370.44	
HAJOCA CORPORATION	417.70	
HALEY SOUTH, INC	40,982.51	PD VEHICLE
HANDY RENTALS, INC	107.50	
HAZEN AND SAWYER	4,149.43	ENGINEERING SERVICES UV SYSTEM WWTF
HIGHLAND TREE CARE, LLC	1,600.00	
HIGHWAY MOTORS, INC.	1,851.40	
HOSE HOUSE, INC.	97.70	
HOUSTON N. SNODDY	400.00	
IES COMMERCIAL, INC	120.41	
INFRASTRUCTURE SOLUTIONS GROUP INC	326.76	
JAMES A FOBBS JR/FOBBS QUALITY SIGNS	1,955.05	SIGNAGE MATERIALS
JAMES RIVER LASER & EQUIPMENT, LLC	1,510.00	
JAYME J SCHMIDT/EXPERT T'S	573.75	SCREEN PRINTING
JOSEPH O REED/CAMBRIA AUTO	460.00	VEHICLE REPAIRS, CAMBRIA AUTO
K & N TOOLS, LLC	127.86	

TOWN OF CHRISTIANBURG	PAY DATE 5-29-2020	
BILLS TO BE PAID FOR THE MONTHS OF	APRIL AND MAY	
KING GENERAL CONTRACTORS, INC	86,661.00	HBT 3 CONSTRUCTION
KING-MOORE, INC	2,950.00	IT CONSULTING
KINGS TIRE SERVICE, INC	30.00	
LANCASTER, INC.	51.00	
MATTERN & CRAIG	2,319.76	
MCDONOUGH BOLYARD PECK, INC	40,656.62	ENGINEERING SERVICES DEPOT TRAIL, CHRISMAN MILL, AND PARK
MCGRADY-PERDUE HEATING & COOLING, INC	940.00	
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	735.25	
MEDEXPRESS URGENT CARE, P.C. - VIRGINIA	1,047.00	
METRO HEAVY-DUTY, INC.	200.00	
MID ATLANTIC WASTE SYSTEMS	256.70	
MOBOTREX, INC	525.00	
MONTGOMERY DISTRIBUTORS	678.60	
MOORE'S BODY & MECHANICAL SHOP, INC	3,000.00	
MUNICIPAL EMERGENCY SERVICES, INC	12,153.83	PPE FOR COVID 19 RESPONSE
NAFECO INC	1,003.50	
NATIONAL POOLS OF ROANOKE, INC.	3,226.00	SUPPLIES AQUATICS
NETWRIX CORPORATION	1,411.05	
NEW RIVER ENGRAVING	875.00	
NEW RIVER FIRE EXTINGUISHERS	99.00	
NRV CARES CHILD ADVOCACY	5,000.00	ANNUAL SUPPORT FY2020
NRV LAWNS AND LANDSCAPING	21,700.00	MOWING PARKS, AQUATICS, STREETS CEMETERY WWTF 5 WEEKS
NEW RIVER VALLEY REGIONAL COMMISSION	5,785.43	CHRISTIANBURG PLANNING GRANT
NORTHERN TOOL & EQUIPMENT COMPANY, INC	45.29	
NORTHWEST HARDWARE CO INC	81.50	
ORDERS CONSTRUCTION COMPANY	5,157.80	FINAL PAYMENT UV CONSTRUCTION WWTF
O'REILLY AUTO PARTS	279.99	
POWER LINE RENT-E-QUIP, INC.	65.00	
POWER ZONE	941.04	
PRECISION GLASS & UPH. INC.	2,883.90	PLEXIGLASS COVID 19 PROTECTIONS
PRO CHEM INC	1,179.42	
PROFESSIONAL COMMUNICATIONS	18,970.00	MAINTENANCE MICROWAVE SYSTEM AND VCIN TERMINAL
QUALITY TIRE & BRAKE SERVICE	2,287.00	VEHICLE REPAIRS
RAILROAD MANAGEMENT COMPANY IV, LLC	529.98	
RINKER DESIGN ASSOCIATES PC	20,725.14	ENGINEERING SERVICES CONNECTOR ROAD
ROBERTS OXYGEN COMPANY, INC	574.80	
RONALD L LOVERN	425.00	
RUMMEL KLEPPER & KAHL LLP	6,721.65	ENGINEERING SERVICES TOWER ROAD
SANICO, INC	9,459.47	JANITORIAL SUPPLIES TOWN WIDE
SF MOBILE-VISION, INC	197.00	
SHERWIN-WILLIAMS	675.47	
SOUTHEASTERN EMPLOYERS SERVICE CORPORATION	200.00	
SOUTHERN REFRIGERATION CORP.	486.22	
STAPLES BUSINESS ADVANTAGE	17.99	
STATE ELECTRIC SUPPLY CO., INC.	1,143.05	
STERNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC	3,000.00	ENGINEERING SERVICES LANDFILL CLOSURE
STRYKER SALES CORP.	23,793.00	2 LUCAS DEVICES RESCUE
SUNAPSYS, INC	4,096.00	SCADA UPGRADE WWTF
TAYLOR OFFICE & ART SUPPLY, INC	2,480.50	OFFICE SUPPLIES TOWN WIDE
TELEFLEX LLC	562.50	
TENCARVA MACHINERY CO.	2,423.80	PARTS FOR WWTF REPAIRS
TESSCO	35.00	
THOMPSON TIRE & MUFFLER	636.16	
TIME TECHNOLOGIES INC	4,030.00	4 CLOCKS TIME TECHNOLOGY RECREATION CENTER
TRANE	4,285.50	ENGINEERING SERVICES AQUATICS
UNIFIRST CORPORATION	4,116.86	UNIFORMS PW
UNITED RENTALS, INC.	2,035.80	BOOM LIFT RENTAL AQUATICS
USA BLUE BOOK	3,509.63	SUPPLIES WWTP
VALLEY BOILER AND MECHANICAL, INC	5,422.50	BOILER WORK AT WWTP
VERIZON WIRELESS	1,299.95	
VIRGINIA UTILITY PROTECTION SERVICE, INC	607.95	
VSC FIRE & SECURITY, INC	515.08	
VULCAN, INC	1,380.08	
WILEY & WILSON, INC	1,012.50	
WILSON BROTHERS INCORPORATED	1,210.51	
WINZER FRANCHISE COMPANY	5,325.00	MASKS COVID 19
WRANGLER HOLDCO CORP	26,239.10	RECYCLING CONTRACT
TOTAL BILLS TO BE PAID	1,631,574.44	PAY DATE 5-29-2020

**TOWN OF CHRISTIANBURG
BILLS PAID DURING THE MONTH OF
SPECIAL REVENUE FUNDS**

APRIL AND MAY

VENDOR	AMOUNT PAID	DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS INC	8,926.62	REPAIRS ENGINES 2009 AND 2005
ADVANCE AUTO PARTS	229.71	VEHICLE PARTS FIRE
ALLEGIS	41.11	FIRE VEHICLE PARTS
FIRE RESCUE AND TACTICAL	273.72	FIRE DEPT SUPPLIES
KROGER	310.99	ADMINISTRATIVE PROFESSIONALS DAY PO FUND
NATIONAL FIRE PROTECTION ASSOC	154.00	DUES FIRE DEPT
SHELOR MOTOR MILE	100.00	
POWER ZONE	205.87	
QUALITY CARPET CLEANING 7 REST	35.00	
VERIZON WIRELESS	267.71	COUNTY FIRE TELEPHONE
VSFA DUES	200.00	FIRE DUES
TOTAL PAID BILLS	10,744.73	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	APRIL AND MAY	
VENDOR	AMOUNT PAID	DESCRIPTION
ADVANCE AUTO PARTS	996.41	PARTS FOR REPAIRS OF VEHICLES AND EQUIPMENT
ADAMS CONSTRUCTION CO	3,853.64	ASPHALT MIX AND PATCH
AFA PROTECTIVE SYSTEMS INC	3,955.00	
AIRGAS NATIONAL CARBONATION	1,047.31	CARBON DIOXIDE GAS FOR AQUATICS
AMAZON CAPITAL SERVICES INC	689.65	
ANTHEM BLUE CROSS BLUE SHEILD	115,801.75	MEDICAL INSURANCE EMPLOYEES
APPALACHIAN POWER	48,594.87	TOWN WIDE UTILITY SERVICES
ARC3 GASES	301.92	
AT & T	302.12	
ATMOS ENERGY	4,558.82	TOWN WIDE GAS SERVICES
AUTOZONE	11.57	
BOXLEY ASPHALT	741.61	ASPHALT
BMS DIRECT	5,000.00	POSTAGE PRINTING WATER BILLS AND NEWSLETTERS
		SUPPLIES EQ 10145.07 DUES 592.00 SCHOOLS 930.00 TRAVEL 1172.31 SOFTWARE 553.23 UNIFORMS 253.77 RECRUITING RETENTION FIRE RESCUE 470.79
CARDMEMBER SERVICES	14,117.17	
CHANDLER CONCRETE	1,997.82	
CFS GROUP/BLUE RIDGE DISPOSAL & RECYCLING	275.00	SLUDGE DISPOSAL
CONSTRUCTION SERVICES	250.00	
CRYSTAL SPRINGS	17.99	
CITIZENS	3,925.00	INTERNET
DELL MARKETING	521.00	
DMV	10.00	PD SPECIAL IDS
DONS AUTO CLINIC	351.84	PD VEHICLE MAINT.
DS SERVICES-crystal springs	10.53	
ELECTRICAL SUPPLY CO	2,733.88	PARTS AND SUPPLIES AQUATICS
ELITE FABRICATION & MACHINE	250.00	
FIVE OAKS AGRONOMY CONSULTING	895.00	SOIL SAMPLES PARKS AND REC NUTRIENT MGT
GRANITE TELECOMMUNICATIONS	912.21	TELEPHONE
GME SUPPLY COMPANY	108.19	
HOLLYBROOK MULCH TRUCKING INC	297.50	
HOME DEPOT	56.15	
INFOGROUP CITY DIRECTORIES	630.00	MONTGOMERY COUNTY DIRECTORY
LAWRENCE TRANSPORTATION SYSTEMS	411.26	
LITTLE RIVER POOL AND SPA INC	116.90	
LUMOS NETWORKS INC/SEGRA	1,191.50	PHONE SERVICE
LOWE'S	2,477.13	VARIOUS PARTS AND SUPPLIES PPE
MANSFIELD OIL	15,521.44	FUEL PURCHASES
PITNEY BOWES PURCHASE POWER	266.46	
RAKESTRAW LAWN CARE	80.00	
REFUND FEES REC DEPT	5,720.00	REFUNDS DUE TO CLOSURE
REFUND FEES AQUATIC CENTER	7,401.55	REFUNDS DUE TO CLOSURE
REFUND PERMITS	81.23	
REFUND WATER/SEWER	692.29	
REFUND EMS	574.90	
REIMBURSEMENTS EMPLOYEES	1,500.00	PW WORK BOOT ALLOWANCE
ROLLER VENTURES	35.00	
SALEM STONE	1,971.58	STONE AND GRAVEL STREETS
SAMS CLUB	440.36	PARKS AND REC SUPPLIES FOR SPECIAL EVENTS
SCHOOLS	1,218.00	PD SCHOOLS 1218.00
SCHINDLER ELEVATOR CORP	1,427.94	ELEVATOR INSPECTIONS-MAINTENANCE
SHENTEL	433.24	
SHERWIN WILLIAMS COMPANY	178.77	
SHRED-IT	270.07	
SISSON AND RYAN QUARRY LLC	915.15	STONE AND GRAVEL STREET REPAIRS
STAND ENERGY	2,799.51	NATURAL GAS FOR AQUATIC CENTER
STAPLES BUSINESS ADVANTAGE	120.64	

TOWN OF CHRISTIANSBURG		
BILLS PAID DURING THE MONTH	APRIL AND MAY	
VENDOR	AMOUNT PAID	DESCRIPTION
SUBURBAN PROPANE	1,181.38	WWTP GENERATORS
STAPLES BUSINESS ADVANTAGE	325.17	OFFICE SUPPLIES
TRACTOR SUPPLY	1,470.60	MISC SUPPLIES
TREASURER OF VIRGINIA	75.00	75. PERMIT FEE DEQ
VA ASSOC OF COUNTIES GROUP INSURANCE	100.00	
VERIZON	453.57	
VIRGINIA EVERYWHERE	275.00	
VIRGINIA STATE POLICE	30.60	
WEST END ANIMAL CLINIC INC	251.80	
WEST PUBLISHING COMPANY	130.94	
WILLIAM LAMPTRACKER	99.00	
TOTAL SPECIAL REVENUE BILLS PAID	10,744.73	
TOTAL PAID BILLS	263,451.93	
BILLS TO BE PAID	1,631,574.44	
GRAND TOTAL	1,905,771.10	



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:

Consent Agenda

Meeting Date:

May 26, 2020

ITEM TITLE:

Approval of Change Order #4 totaling \$113,766.85 for Huckleberry Trail Phase III Project.

DESCRIPTION:

Change Order #4 for the Huckleberry Trail Phase III Project awarded to King General Contractors to memorialize quantities.

POTENTIAL ACTION:

Approve Change Order #4 and authorize the Town Manager to execute the final change order for the subject work and authorize the transfer of funds from the Chrisman Mill Rd Project which had excess funds available.

DEPARTMENT:

Engineering

PRESENTER:

Wayne Nelson

ITEM HISTORY:

The Huckleberry Trail Phase III project was awarded to King General Contractors to construct the trail from the existing Phase IID terminus to Gold Leaf Drive. During construction of the project, additional base stone was required to preserve the asphalt trail edges, all school entrances were milled and resurfaced to provide a better finished product and to provide a better transition between the trail and the crosswalks, and unsuitable material was encountered requiring over excavation and structural backfill placement. Since this trail has opened, the public use has been very heavy providing this recreational opportunity for our citizens in the adjacent neighborhoods.

Date:

Action Taken:

Information Provided:

Draft Change Order #4

Date of Issuance: 05/21/2020

Effective Date: 05/14/2019

Owner: Town of Christiansburg

Owner's Contract No.: TOC # 01049 – Contract 19-0048

Contractor: King General Contracting

VDOT Project No.: UPC 108360 ; EN16-154-217

Engineer: Gay and Neel, Inc.

Engineer's Project No.:

Owner's Representative: A. Morton Thomas & Associates, Inc.

Contract Name: Huckleberry Trail Phase III

Project: Huckleberry Trail Phase III

The Contract is modified as follows upon execution of this Change Order:

Reference: Closeout

Description: Change order to reconcile overrun and underrun quantities in the closeout of the project.


Attachments: *Supporting Documentation*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>672,716.80</u>	Original Contract Times: 240 Days Substantial 270 Days Final Substantial Completion: <u>10/21/2019</u> Ready for Final Payment: <u>11/18/2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$ <u>276,320.61</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>3</u> : Substantial Completion: <u>186</u> Ready for Final Payment: <u>186</u> days
Contract Price prior to this Change Order: \$ <u>949,037.41</u>	Contract Times prior to this Change Order: Substantial Completion: <u>04/24/2020</u> Ready for Final Payment: <u>05/22/2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>113,766.85</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,062,804.26</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>04/24/2020</u> Ready for Final Payment: <u>05/22/2020</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Owner's Representative	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>AMT – Project Manager</u>	Title: _____	Title: _____
Date: <u>05/21/2019</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CO # 4 - Closeout Change Order to reconcile quantities										
CO	Line	Description	Item Qty	Units	Unit Price	Unit Price w/ Markups	Addition	Deduction	Net	Days
4	50	Existing Pavement Demolition	-133	SY	\$ 15.00	\$ 15.00	\$ -	\$ (1,995.00)		0
	90	Silt Fence	-400	LF	\$ 4.25	\$ 4.25	\$ -	\$ (1,700.00)		
	110	Temporary Seeding	-135	LB	\$ 38.00	\$ 38.00	\$ -	\$ (5,130.00)		
	120	Permanent Seeding	40	LB	\$ 48.00	\$ 48.00	\$ 1,920.00	\$ -		
	160	MH-1	-0.5	VF	\$ 392.85	\$ 392.85	\$ -	\$ (196.43)		
	170	15" RCP CL-III	27	LF	\$ 66.95	\$ 66.95	\$ 1,807.65	\$ -		
	190	Asphalt Concrete Ty. SM-9.5AL	95.02	TN	\$ 145.00	\$ 145.00	\$ 13,777.90	\$ -		
	200	Aggr. Base Mat. Ty I No. 21A	694.18	TN	\$ 29.99	\$ 29.99	\$ 20,818.46	\$ -		
	210	Std. Curb C6-6	137.5	LF	\$ 39.95	\$ 39.95	\$ 5,493.13	\$ -		
	220	ype B - Class I White Pavment Line Marking 24" Widi	-434	LF	\$ 21.55	\$ 21.55	\$ -	\$ (9,352.70)		
	250	Detectable Warning Surface	-5.97	SY	\$ 175.40	\$ 175.40	\$ -	\$ (1,047.14)		
	310	Vinyl Coated Chain Link Fence (H=6', Bronze Finish)	-1.5	LF	\$ 35.65	\$ 35.65	\$ -	\$ (53.48)		
	320	Gravity Retaining Wall	548	SF	\$ 36.00	\$ 36.00	\$ 19,728.00	\$ -		
	330	Timber Retaining Wall	-25	SF	\$ 49.95	\$ 49.95	\$ -	\$ (1,248.75)		
	390	Pavement Marking - 4' Tall Lettering	3.75	EA	\$ 363.29	\$ 363.29	\$ 1,362.34	\$ -		
	410	Sign Relocation	1	EA	\$ 60.55	\$ 60.55	\$ 60.55	\$ -		
	420	Concrete Driveway Entrance	-286	SF	\$ 10.90	\$ 10.90	\$ -	\$ (3,117.40)		
	430	Concrete Detectable Warning (above bid)	9	EA	\$ 363.29	\$ 363.29	\$ 3,269.61	\$ -		
	460	Water Meter Relocation	1	EA	\$ 302.74	\$ 302.74	\$ 302.74	\$ -		
	480	Sewer Lateral Relocation	-29	LF	\$ 21.80	\$ 21.80	\$ -	\$ (632.20)		
	520	Stormwater Nutrient Credit	-0.59	LB/YR	\$ 12,457.63	\$ 12,457.63	\$ -	\$ (7,350.00)		
	540	Clearing & Grubbing	0.14	AC	\$ 40,000.00	\$ 40,000.00	\$ 5,600.00	\$ -		
	560	Existing Pavement Demolition	253.77	SY	\$ 18.95	\$ 18.95	\$ 4,808.94	\$ -		
	580	Silt Fence	350	LF	\$ 4.25	\$ 4.25	\$ 1,487.50	\$ -		
	590	Inlet Protection	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ -		
	600	Temporary Seeding	150	LB	\$ 38.00	\$ 38.00	\$ 5,700.00	\$ -		
	610	Permanent Seeding	120	LB	\$ 48.00	\$ 48.00	\$ 5,760.00	\$ -		
	640	15" RCP CL-III	-30	LF	\$ 78.25	\$ 78.25	\$ -	\$ (2,347.50)		
	650	24" RCP CL-III	-3	LF	\$ 124.00	\$ 124.00	\$ -	\$ (372.00)		
	660	15" HDPE	30	LF	\$ 49.95	\$ 49.95	\$ 1,498.50	\$ -		
	680	Connection to Existing Storm Sewer	1	EA	\$ 1,895.00	\$ 1,895.00	\$ 1,895.00	\$ -		
	690	Asphalt Concrete Ty. SM-9.5AL	68.95	TN	\$ 145.00	\$ 145.00	\$ 9,997.75	\$ -		
	700	Aggr. Base Mat. Ty I No. 21A	832.35	TN	\$ 27.55	\$ 27.55	\$ 22,931.24	\$ -		
	710	Std. Curb CG-6	5	LF	\$ 39.95	\$ 39.95	\$ 199.75	\$ -		
	720	Std. Curb CG-2	165.5	LF	\$ 45.00	\$ 45.00	\$ 7,447.50	\$ -		
	730	ype B - Class I White Pavment Line Marking 24" Widi	-323.5	LF	\$ 21.55	\$ 21.55	\$ -	\$ (6,971.43)		
	750	Detectable Warning Surface	22.22	SY	\$ 195.00	\$ 195.00	\$ 4,332.90	\$ -		
	780	2 Rail Split Rail Wood Fence	-70	LF	\$ 9.25	\$ 9.25	\$ -	\$ (647.50)		
	790	Pavement Striping Eradication	-118	LF	\$ 6.50	\$ 6.50	\$ -	\$ (767.00)		
	800	Undercut Excavation	267.19	CY	\$ 16.50	\$ 16.50	\$ 4,408.64	\$ -		
	810	#1 Stone	249.53	TN	\$ 37.40	\$ 37.40	\$ 9,332.42	\$ -		
	820	Geofabric / Geo Grid	683.29	SY	\$ 3.30	\$ 3.30	\$ 2,254.86	\$ -		
						CO Total =	\$ 156,695.37	\$ (42,928.51)	\$ 113,766.85	