

**Economic Development Authority
Of the City of Winchester
Board of Directors Meeting**

AGENDA
Tuesday, March 19, 2019
9: 00 a.m.
Museum of the Shenandoah Valley
Reception Hall

- I. Call to Order and Determination of Quorum
- II. Review and Approval of Minutes from February 19, 2019 Meeting
- III. Review and Approval of Financial Report ending February 28, 2019
- IV. Executive Director Report
- V. Closed meeting pursuant to Section 2.2-3711(C)(A)(3) of the Code of Virginia (1950, as amended) for the discussion and consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where a discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.
- VI. New Business
 - a. Enterprise Zone Incentive Application Review
- VII. Old or Other Business
- VIII. Adjournment

The next regular meeting will be scheduled for April 16, 2019 at 8 a.m. in the Elizabeth A. Minor Council Chambers.

Economic Development Authority Meeting of the City of Winchester, Virginia

Meeting Minutes

DATE: February 19, 2019
TIME: 8 a.m.
LOCATION: Elizabeth A. Minor Council Chambers, City Hall

MEMBERS:	<u>Present</u>	<u>Absent</u>
William Buettin	X	_____
Douglas R. Toan	X	_____
Lauri M. Bridgeforth	X	_____
Jeffery B. Buettner	_____	X
Tim Painter	X	_____
Cary Craig	X	_____

ALSO ATTENDING: Shawn Hershberger, Executive Director, Amy Simmons, Communications Director, George Hoddinott, Business and Workforce Development Director, Shirley Dodson, Business and Workforce Development Coordinator.

SUBJECT: Call to Order and Determination of Quorum

HIGHLIGHTS: Chairman Buettin called the meeting to order at 8:02 a.m., at which time it was determined that a quorum was present.

SUBJECT: Review and Approval of Meeting Minutes from the January 15, 2019 Meeting

HIGHLIGHTS: The minutes of the Meeting held on January 15, 2019 were unanimously approved upon motion duly made by Mr. Painter and seconded by Mrs. Bridgeforth.

SUBJECT: Review and Approval of Financial Report for the Period Ending January 31, 2019

HIGHLIGHTS: Ms. Dodson reported that there was an additional document inside the financial report for this month that is a statement for the escrow account with T.J.S. Properties. Mr. Hershberger said that the construction will be done by the end of June 2019. Mr. Toan asked if they have a takedown schedule and Mr. Hershberger replied that yes, there is a takedown schedule included in the Escrow Agreement.

The Financial report for the period ending January 31, 2019 was unanimously approved upon motion duly made by Mr. Toan, and seconded by Mr. Painter.

SUBJECT: Executive Director Report

HIGHLIGHTS: 2019 Board Retreat: Mr. Hershberger reported that the Board Retreat will be held on March 19th from 9 a.m.- 3 p.m. with a brief official meeting in the morning. Mr. Buettin asked if there was anything the Board members could do to prepare themselves for the retreat. Mr. Hershberger said he would email out parts of the Strategic Plan for the members to read prior to attending the retreat.

SUBJECT: Closed Meeting

HIGHLIGHTS: Upon Motion duly made by Mr. Painter, seconded by Mrs. Bridgeforth the Authority unanimously RESOLVED to go into a closed meeting pursuant to Section 2.2-3711 (C) (A) (3) for the discussion and consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

SUBJECT: Return to Open Meeting

HIGHLIGHTS: At the conclusion of the closed meeting concerning the discussion and consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority, the following Resolution was unanimously adopted upon roll call vote as set forth below:

WHEREAS, the Economic Development Authority of the City of Winchester, Virginia has concluded its "closed meeting" at a meeting held on February 19, 2019 and desires return to an "open meeting"; and

WHEREAS, the adoption of this Resolution is intended to serve as the "Certificate" described in Section 2.2-3712 (D) of the Code of Virginia (1950, as amended)

NOW THEREFORE, BE IT RESOLVED that the Economic Development Authority of the City of Winchester, Virginia does hereby reconvene in an "open meeting" at its meeting held on February 19, 2019; and

BE IT FURTHER RESOLVED that each and every Member of said Authority who votes in the affirmative for this Resolution does thereby certify to the best of each Member's knowledge that only public business matters lawfully exempted from open meeting requirements of the Virginia Freedom of Information were heard, discussed or considered during the closed meeting, and that only such public business matters as were identified in the Motion which convened the closed meeting were heard, discussed or considered during the course of said closed meeting by the Authority.

<u>Roll Call</u>	<u>Vote</u>
Tim Painter	Aye
Cary Craig	Aye
Doug Toan	Aye
Lauri Bridgeforth	Aye
William Buettin	Aye

SUBJECT: **New Business**

HIGHLIGHTS: There was no new business to report.

SUBJECT: **Old and Other Business**

HIGHLIGHTS: Winchester Towers Discussion: Upon Motion duly made by Mr. Painter and Mr. Craig, the Authority unanimously approved the motion for a 60-day extension on the MOU with Lynx Ventures LLC to develop the Winchester Towers site.

SUBJECT: **Next Meeting**

HIGHLIGHTS: The next regular meeting of the Authority is scheduled for March 19, 2019 and will be held at the Museum of the Shenandoah Valley.

ADJOURNMENT: There being nothing further, the meeting was adjourned upon motion duly made by Mr. Toan and seconded by Mr. Craig.

Minutes respectfully submitted by:

Shirley Dodson, Business & Workforce Development Coordinator

EDA Cash Reconciliation

778-0000-101.01-09

As of EOM: Feb 2019

GL balance, Beginning of Month:

507,924.79 ✓

Plus Deposits and Other Credits

16,143.35

Less Check Registers for Feb 2019

(60,677.95)

Less Other Debits and Service Charges

(406.69)

GL Balance @ Feb 2019

462,983.50 ✓

Plus Outstanding Checks @ 2/28/19

56,299.43 ✓

Adjusted GL @ Feb 2019

519,282.93 ✓

BB&T Bank Balance @ Feb 2019

519,282.93 ✓

Difference

-

CB
3/14/19

778 ECONOMIC DEVELOPMENT AUTH

ASSETS

101.01-09	CHECKING ACCOUNT /	462,983.50	
101.01-10	CHECKING ACCOUNT /	1,036,219.32	
101.01-11	CHECKING ACCOUNT /	44,500.00	
104.02-01	STATE POOLED FUNDS /	44,104.02	
115.10-20	MISCELLANEOUS /	436,182.13	
116.01-03	NOTES RECEIVABLE /	18,769.64	
116.01-04	NOTES RECEIVABLE /	85,030.67	
116.01-05	NOTES RECEIVABLE /	9,029.00	
161.02-01	BUILDINGS & IMPROVEMENTS /		
165.00-00	FIXED ASSETS / MACHINERY & EQUIPMENT		
165.10-00	MACHINERY & EQUIPMENT / ACCUMULATED DEPRECIATION		
	TOTAL ASSETS		3,448,993.00

LIABILITIES

202.06-02 DEFERRED REVENUE / LOANS

182.13
 =====
 182.13

TOTAL LIABILITIES

FUND EQUITY

RETAINED EARNINGS

3,448,810.87
 =====
 3,448,810.87

TOTAL FUND EQUITY

TOTAL LIABILITIES AND FUND EQUITY

3,448,993.00

DEBITS

CREDITS

PREPARED 03/12/2019, 16:03:38
 PROGRAM: GM172L
 CITY OF WINCHESTER
 BANK: 20 EDA BB&T Checking

OUTSTANDING CHECKS REGISTER
 SELECTED BY CHECK DATE
 FROM: 01/01/2018 TO: 02/28/2019

PAGE 1
 ACCOUNTING PERIOD 08/2019
 REPORT NUMBER 92

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
2376	17197	FREDERICK COUNTY ECONOMIC	02/22/2019	9,484.93	20
2377	17489	GLAIZE & BROTHER JUICE COMPANY	02/22/2019	10,000.00	20
2378	12194	MUSEUM OF THE SHENANDOAH VALLE	02/22/2019	500.00	20
2380	16656	TAYLOR MASTER TENANT LLC	02/22/2019	3,541.67	20
2381	16656	TAYLOR MASTER TENANT LLC	02/22/2019	32,772.83	20

NO. OF CHECKS: 5 TOTAL CHECKS OUTSTANDING 56,299.43 ***

STATE OF MARYLAND
 DEPARTMENT OF GENERAL SERVICES
 OFFICE OF THE COMPTROLLER
 100 WATERLOO STREET
 ANNAPOLIS, MARYLAND 21401
 TEL: 410-261-1000 FAX: 410-261-1001
 WWW.DGS.MD.GOV

PREPARED 03/12/2019, 16:01:13
 PROGRAM: GM172L
 CITY OF WINCHESTER
 BANK: 20 EDA BB&T Checking

RECONCILED CHECKS REGISTER
 SELECTED BY PAID DATE
 FROM: 02/01/2019 TO: 02/28/2019

PAGE 1
 ACCOUNTING PERIOD 08/2019
 REPORT NUMBER 32

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE
2365	10497	NATE L ADAMS III PC	01/25/2019	1,682.10	02/28/2019	20
2366	12597	CHMURA ECONOMICS & ANALYTICS L	01/25/2019	4,497.35	02/28/2019	20
2367	17197	FREDERICK COUNTY ECONOMIC	01/25/2019	655.10	02/28/2019	20
2368	14472	THE PICCADILLY PRINTING COMPAN	01/25/2019	500.00	02/28/2019	20
2369	13337	SHENANDOAH VALLEY ELECTRIC COO	01/25/2019	187.05	02/28/2019	20
2370	11121	TOP OF VIRGINIA REGIONAL CHAMB	01/25/2019	111.94	02/28/2019	20
2372	10497	NATE L ADAMS III PC	02/07/2019	315.00	02/28/2019	20
2373	6851	BB&T FINANCIAL, FSB	02/07/2019	630.00	02/28/2019	20
2374	12818	WASHINGTON GAS	02/07/2019	146.44	02/28/2019	20
2375	13337	SHENANDOAH VALLEY ELECTRIC COO	02/22/2019	23.57	02/28/2019	20
2379	16656	TAYLOR MASTER TENANT LLC	02/15/2019	36.84	02/28/2019	20
328949				3,541.67		20

NO. OF CHECKS: 12 TOTAL CHECKS RECONCILED 12,327.06 ***

002 79-65*
 0.*
 12,327.06+
 City - 3,541.67-
 000
 8,785.39*

APP NUMBER	PER.	CD	DATE	TRANSACTION	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000-101.01-09				CHECKING ACCOUNT / EDA	BB&T CHECKING			507,924.79
MR 04630	08/19	AJ	02/07/19	MR	06 0019295 AR MISC RECEIVABLES	3,145.64		
GM 04638	08/19	AJ	02/07/19	**OFFSET**	AP DISBURSEMENT 151		800.01	
GM 04761	08/19	AJ	02/15/19	**OFFSET**	AP DISBURSEMENT 153		3,541.67	
MR 04819	08/19	AJ	02/15/19	MR	06 0019877 AR MISC RECEIVABLES	4,567.64		
GM 04967	08/19	AJ	02/22/19	**OFFSET**	AP DISBURSEMENT 163	3,541.67	56,336.27	
CR 04999	08/19	AJ	02/25/19	0020738	TAYLOR MANAGEMENT FEE ERSLD 02/25/19 06	1,343.19		
MR 05000	08/19	AJ	02/25/19	MR	06 0020738 AR MISC RECEIVABLES	3,541.67		
GM 05018	08/19	AJ	02/26/19	AJ05018	Taylor Master Tenant LLC Check # 328949	16,139.81	60,677.95	463,386.65
ACCOUNT TOTAL						16,139.81	60,677.95	463,386.65
FUND TOTAL						.00	16,139.81	60,677.95

PREPARED 03/12/2019, 12:00:19
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-09
TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 08 TO: 08

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y



ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF WINCHESTER VIRGINIA
15 N CAMERON ST
WINCHESTER VA 22601-6082

Your account statement

For 02/28/2019

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

Protect Yourself from Identity Theft

At BB&T, protection of your information and accounts is our priority. Here are some ways you can prevent identity theft and fraud:

- Shred this statement and other personal information before throwing them away
- Never disclose your personal information, account number, or password to an unexpected email or text
- Monitor your financial accounts and credit reports for suspicious activity
- Notify BB&T at 800-BANK-BBT (800-226-5228) or visit your local branch if you have an issue with your accounts

Learn more security tips at BBT.com/Security

BB&T, Member FDIC.

■ PUBLIC FUND INT CHECKING

Account summary

Your previous balance as of 01/31/2019	\$515,873.33
Checks	- 8,785.39
Other withdrawals, debits and service charges	- 406.69
Deposits, credits and interest	+ 12,601.68
Your new balance as of 02/28/2019	= \$519,282.93

Interest summary

Interest paid this statement period	\$3.54
2019 interest paid year-to-date	\$6.77
Interest rate	0.01%
2019 Federal tax withheld year-to-date	1.61

Checks

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/01	2365	Nate Adams 1,682.10	02/08	2369	Piccadilly Printing 187.05	02/15	2374	EDA Credit Card 146.44
02/04	2366	Jobs EQ 4,497.35	02/01	2370	SVEC 111.94	02/19	2375	Washington Gas 23.57
02/06	2367	Fred. Co. EDA 655.10	02/01	*2372	Callahan 315.00	02/28	*2379	SVEC 36.84
02/06	2368	Fred. Co EDA 500.00	02/19	2373	Nate Adams 630.00			

* indicates a skip in sequential check numbers above this item

Total checks = \$8,785.39

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/01	BUS ONLINE MANAGE USERS FEE 7261	5.00
02/04	ACH CORP DEBIT SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER CUSTOMER ID	21.95
02/04	ACH CORP DEBIT SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER CUSTOMER ID	21.95
02/04	ACH CORP DEBIT SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER CUSTOMER ID	21.95
02/06	ACH CORP DEBIT SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER CUSTOMER ID Callahan 1099 Prep	315.00
02/21	SERVICE CHARGES - PRIOR PERIOD	20.00
02/28	INTEREST WITHHOLDING	0.84

Total other withdrawals, debits and service charges = \$406.69

■ PUBLIC FUND INT CHECKING (Continued)

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/07	DEPOSIT Taylor management Fee	3,145.64
02/15	DEPOSIT TJS Properties loan, Taylor Landlord Loan, Kimberly's loan, Book Gallery Loan	4,567.64
02/25	DEPOSIT City of Winchester Taylor Management Reimbursement, Once Upon A Find	4,884.86
02/28	INTEREST PAYMENT	3.54
Total deposits, credits and interest		= \$12,601.68

EDA Bank of Clarke Cash Reconciliation
778-0000-101.01-10
As of EOM: Feb 2019

GL balance, Beginning of Month:		1,035,959.57 ✓
Plus Deposits and Other Credits		509.75
Less Checks Cleared/Other Debits		<u>(250.00)</u>
GL Balance @	Feb 2019	1,036,219.32 ✓
Bank Of Clarke Acct # 9037 Bal @	Feb 2019	886,498.32 ✓
Bank Of Clarke Acct # 6264 Bal @	Feb 2019	149,721.00 ✓
BOC Total Bank Balance @	Feb 2019	1,036,219.32 ✓
Variance		-

CS
3/4/19

778 ECONOMIC DEVELOPMENT AUTH

ASSETS	DEBITS	CREDITS
101.01-09 CHECKING ACCOUNT / EDA BB&T CHECKING	462,983.50	
101.01-10 CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY	1,036,219.32	
101.01-11 CHECKING ACCOUNT / EDA BB&T ESCROW ACCT	44,500.00	
104.02-01 STATE POOLED FUNDS / LGIP	44,104.02	
115.10-20 MISCELLANEOUS / BILLING SYSTEM	436,182.13	
116.01-03 NOTES RECEIVABLE / NOTES RECEIVABLE	436,187.20	
116.01-04 NOTES RECEIVABLE / FACADE LOANS	18,769.64	
116.01-05 NOTES RECEIVABLE / REVOLVING LOANS	85,030.67	
161.02-01 BUILDINGS & IMPROVEMENTS / PROPERTIES HELD FOR DEVE	1,320,286.52	
165.00-00 FIXED ASSETS / MACHINERY & EQUIPMENT	9,779.00	
165.10-00 MACHINERY & EQUIPMENT / ACCUMULATED DEPRECIATION		
TOTAL ASSETS	9,029.00	3,448,993.00

LIABILITIES	DEBITS	CREDITS
202.06-02 DEFERRED REVENUE / LOANS		182.13
TOTAL LIABILITIES		182.13

FUND EQUITY		
RETAINED EARNINGS		3,448,810.87
TOTAL FUND EQUITY		3,448,810.87
TOTAL LIABILITIES AND FUND EQUITY		3,448,993.00



2 East Main Street
Berryville, VA 22611

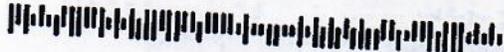
Statement Ending 02/28/2019

Page 1 of 2

ADDRESS SERVICE REQUESTED

>002104 2721123 0001 [REDACTED]

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF WINCHESTER VIRGINIA
15 N CAMERON ST
WINCHESTER VA 22601-6082



Managing Your Accounts

- Phone (640) 956-2510
- Toll-Free 1-800-850-8723
- EAGLE-24 Banking 1-888-378-1881
- Online Access www.bankofclarke.com
- Mailing Address P.O. Box 391
Berryville VA 22611

Summary of Accounts

Account Type	Account Number	Ending Balance
MMDA Public Fnd	XXX9037	\$886,498.32

MMDA Public Fnd-XXX9037

Account Summary

Date	Description	Amount	Interest Summary Description	Amount
02/01/2019	Beginning Balance	\$885,988.57	Annual Percentage Yield Earned	0.75%
	1 Credit(s) This Period	\$509.75	Interest Days	28
	0 Debit(s) This Period	\$0.00	Interest Earned	\$0.00
02/28/2019	Ending Balance	\$886,498.32	Interest Paid This Period	\$509.75
			Interest Paid Year-to-Date	\$1,070.12
			Minimum Balance	\$885,988.57

Deposits

Date	Description	Amount
02/28/2019	Acct Earning Pymt Added to Account	\$509.75

Daily Balances

Date	Amount	Date	Amount
02/01/2019	\$885,988.57	02/28/2019	\$886,498.32

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00

1000/1000 102400 501200 CERT1422 40720





2 East Main Street
Berryville, VA 22611

Statement Ending 02/28/2019

Page 1 of 2

ADDRESS SERVICE REQUESTED

>001795 2721123 0001 092332 102

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF WINCHESTER VIRGINIA
15 N CAMERON ST
WINCHESTER VA 22601-6082

Managing Your Accounts

- Phone (540) 955-2510
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- EAGLE-24 Banking 1-888-378-1881
- Online Access www.bankofclarks.com
- Mailing Address P.O. Box 391
Berryville VA 22611



Summary of Accounts

Account Type	Account Number	Ending Balance
Public Fund Chk	XXX6264	\$149,721.00

Public Fund Chk-XXX6264

Account Summary

Date	Description	Amount
02/01/2019	Beginning Balance	\$149,971.00
	0 Credit(s) This Period	\$0.00
	1 Debit(s) This Period	\$250.00
02/28/2019	Ending Balance	\$149,721.00

Other Debits

Date	Description	Amount
02/14/2019	Withdrawal	\$250.00

Daily Balances

Date	Amount	Date	Amount
02/01/2019	\$149,971.00	02/14/2019	\$149,721.00

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00

1000/1000 CLS810 94.100 EST12/2 54.10



PREPARED 03/14/2019, 8:31:57
 PROGRAM GM362LA
 CITY OF WINCHESTER

GENERAL LEDGER ACTIVITY LISTING

APP NUMBER	PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE	
778-0000	-101.01-10				CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY				
GM 05369	08/19	AJ	02/14/19	AJ05369	Loan Renewal Fee	509.75	250.00	1,035,959.57	
GM 05369	08/19	AJ	02/28/19	AJ05369	Record Interest Income	509.75	250.00	1,036,219.32	
ACCOUNT TOTAL									
FUND TOTAL						.00	509.75	250.00	1,036,219.32

WINCHESTER, VIRGINIA
 CLERK OF COURTS
 COURT HOUSE
 WINCHESTER, VIRGINIA 24391

GENERAL LEDGER ACTIVITY

PREPARED 03/14/2019, 8:31:57
PROGRAM GM362LA

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-10
TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 08 TO: 08

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y

EDA Escrow Reconciliation

778-0000-101.01-11

As of EOM: Feb 2019

GL balance, Beginning of Month:

44,500.00 ✓

Plus Deposits and Other Credits

-

Less Checks Cleared

-

GL Balance @ Feb 2019

44,500.00 ✓

BB&T Bank Balance @ Feb 2019

44,500.00 ✓

Difference

-

CS
3/14/19

778 ECONOMIC DEVELOPMENT AUTH

DEBITS CREDITS

ASSETS

101.01-09	CHECKING ACCOUNT /	462,983.50	
101.01-10	CHECKING ACCOUNT /	1,036,219.32	
101.01-11	CHECKING ACCOUNT /	44,500.00	
104.02-01	STATE POOLED FUNDS /	44,104.02	
115.10-20	MISCELLANEOUS /	436,167.20	
116.01-03	NOTES RECEIVABLE /	18,769.64	
116.01-04	NOTES RECEIVABLE /	85,030.67	
116.01-05	NOTES RECEIVABLE /	1,320,286.52	
161.02-01	BUILDINGS & IMPROVEMENTS /	9,779.00	9,029.00
165.00-00	FIXED ASSETS /		
165.10-00	MACHINERY & EQUIPMENT /		
	ACCUMULATED DEPRECIATION		
	TOTAL ASSETS		3,448,993.00

LIABILITIES

202.06-02	DEFERRED REVENUE /	182.13	
	LOANS	182.13	
	TOTAL LIABILITIES		

FUND EQUITY

RETAINED EARNINGS

TOTAL FUND EQUITY

TOTAL LIABILITIES AND FUND EQUITY

3,448,810.87
 3,448,810.87

3,448,993.00

PREPARED 03/13/2019, 8:52:03
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-11
TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 08 TO: 08

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y

Table with columns: ACCOUNT, PERIOD, DEBIT, CREDIT, BALANCE, etc. (Faintly visible)

PREPARED 03/13/2019, 8:52:03
PROGRAM GM362LA
CITY OF WINCHESTER

GENERAL LEDGER ACTIVITY LISTING

FUND 778 ECONOMIC DEVELOPMENT AUTH
APP GROUP ACCTG CD DATE NUMBER DESCRIPTION DEBITS CREDITS BEGINNING / ENDING BALANCE

778-0000-101.01-11 CHECKING ACCOUNT / EDA BB&T ESCROW ACCT
ACCOUNT TOTAL

FUND TOTAL

.00

44,500.00
44,500.00

44,500.00



ECONOMIC DEVELOPMENT AUTHORITY
ESCROW ACCT
15 N CAMERON ST
WINCHESTER VA 22601-6082

Your account statement

For 02/28/2019

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

Protect Yourself from Identity Theft

At BB&T, protection of your information and accounts is our priority. Here are some ways you can prevent identity theft and fraud:

- Shred this statement and other personal information before throwing them away
- Never disclose your personal information, account number, or password to an unexpected email or text
- Monitor your financial accounts and credit reports for suspicious activity
- Notify BB&T at 800-BANK-BBT (800-226-5228) or visit your local branch if you have an issue with your accounts

Learn more security tips at BBT.com/Security

BB&T, Member FDIC.

■ BUSINESS VALUE 50 CHECKING [REDACTED]

Account summary

Your previous balance as of 01/31/2019	\$44,500.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.00
Your new balance as of 02/28/2019	= \$44,500.00

Questions, comments or errors?



Member FDIC

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&T Liability Risk Management
P.O. Box 996
Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T financial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&T Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an **INTEREST CHARGE**

will automatically be imposed on the account's outstanding "Average daily balance." The **INTEREST CHARGE** is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid **INTEREST CHARGE**. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division
P.O. Box 200
Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&T financial center closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
5. Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.					
For more information, please contact your local BB&T relationship manager, visit BBT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).		Outstanding Deposits and Other Credits (Section B)			
		Date/Type	Amount	Date/Type	Amount

BUSINESS INFORMATION

Name of Business:	ONCE UPON A FIND * ONCE UPON A FIND HOME DECOR
Property Address:	48 South Loudoun STREET
Tax ID #:	45-4408437
Applicant:	JANIE Cleverger / Lisa Lewis / Melissa HAINES
Applicant Email Address:	ONCEUPONAFIND@VERIZON.NET
Telephone:	540-662-1254 / 540-662-1202

Is this business New or Existing?

New Existing

Is this business located within the Enterprise Zone or Historic District of the City?

Yes No

Amount Requested: 5000.00 to existing loan or pay off existing AND BORROW 9500.00
(Amount cannot exceed \$10,000 or be under \$1,000)

PROPOSED PROJECT

Please describe the overall project for which financing assistance is being requested. If more space is needed, continue on a separate sheet.

Set up mini kiosk in other locations for display purposes for window fashions: Design consulting (Builder Market: Real Estate offices) Promo literature for each new home buyer (Also Promo items for events Apple Blossom, Hop Blossom City Events etc) SHIRT GLASSES etc. with Also possibly painting the store front (Also website online ordering) City (Winchester) LISTED

PROJECT TIMELINE

When will the project be completed? If the project is being completed in stages, please list the estimated completion date of each stage.

THRU OUT THE YEAR.



JOBS

State the number of Full-time and Part-time positions presently employed at the business.

PT: _____

FT: 3

Estimate the number of positions that will be created over the next five years: ^{(1) clerical} MAINLY subcontractor
for installs

DISCLOSURES

1. Have you or co-applicant ever declared bankruptcy or defaulted on any financial or contractual obligation?
Yes No
2. Are you or your business involved in any pending litigation? Yes No
3. Are you or your business delinquent on any federal, state, or local taxes? Yes No
4. Have you or your co-applicant been convicted of a felony? Yes No

*If the answer is YES to any of the above, please explain: _____

CERTIFICATION AND CONSENT TO RELEASE OF INFORMATION

I certify the above information and statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of obtaining a loan. I authorize the Economic Development Authority of the City of Winchester to make inquiries as necessary to verify the accuracy of the statements made and to determine by credit worthiness. I understand that the EDA may ask for additional information not listed as they deem necessary to complete my application.

Signed: [Signature]
Date: 2-15-19

Title: owner/consulting HOME DECOR
spec MGMT.
Sales Coordinator

Signed: [Signature]
Date: 2-15-19

Title: owner / manager

Submit application either by mail or electronically to the Office of Economic Redevelopment located at 33 East Boscawen Street, Winchester. Applications may be emailed to shirley.dodson@winchesterva.gov. Once the application is received and deemed complete, it will be reviewed by the EDA Loan Committee and their recommendation will be forwarded to the EDA Board at their next monthly meeting for a vote to approve or deny the application.



172-8 Imboden Drive
 Winchester, VA 22603
 (540) 535-7250 Telephone
 (540) 638-1675 Fax

Virginia Class A Contractor: 2701007061
 Classifications - ASB CBC ELE GFC H/H
 HVA LAC PLB RBC

Asbestos: 3306000065
 Lead: 3358000002

Contract Proposal And Agreement

Proposal No. AR181103 12/3/2018

Customer #

Offered By: WACO, INC.,
 Allen Rundquist
 Project Manager

ATTN: Shirley Dodson

Telephone 540-667-1815

Allen Rundquist

Billing To: City of Winchester VA

Fax

Address: 33 E. Boscawen Street

Email Shirley.Dodson@winchesterva.gov

Winchester VA 22601

City of Winchester VA Removal of Specified Materials

Property Owner's Name City of Winchester VA Economic Development Authority

Address 33 E. Boscawen Street Winchester VA 22601

Property Owner's Phone 540-667-1815 Fax Shirley.Dodson@winchesterva.gov

Work to be performed is:

Removal of hazardous materials from 202-210 and 214 East Piccadilly Street and 204-206 North Kent Street Winchester VA 22601 in preparation of building removal. This is limited to the asbestos containing materials, light fixtures, ballasts, household chemicals, refrigerators, window mounted air conditioners, tires, and waste oil listed in the report from ECS prepared by Jeffery Mitchell. This proposal includes the removal of refrigerant from the roof top mounted air conditioner on 206-208 East Piccadilly street, but does not include the removal of the unit from the building.

Assumption-

The City of Winchester VA will organize, and incur the cost of closing down the sidewalk and parking lane of N. Kent Street in front of 204 North Kent Street for roof removal.

Quotation Amount

Thirty Two Thousand Three Hundred and Thirty Dollars..... \$32,330.00

This proposal may be withdrawn by WACO, INC. if it is not accepted within 30

Terms

ATTACHMENTS ARE A PART OF THIS CONTRACT IF INDICATED BELOW.

ASBESTOS MONITOR LETTER (MUST BE SIGNED AND RETURNED.)

MOLD ATTACHMENT A

OTHER ATTACHMENTS

Notes / Exceptions:

Waco Inc. is pleased to provide our quotation to perform work as described above at the named project site. All work performed by Waco Inc. will comply with all local requirements for building permits, inspections and zoning in addition to applicable Federal and State regulations. This Proposal is subject to customer's credit approval by Waco Inc. Interest of 1 1/2% monthly applies on all amounts past due. Should the customer fail, for any reason, to make payment, legal fees and collection costs will be added to the total amount due. You may terminate this contract at any time and for any reason. If you terminate the contract, we are entitled to be paid for all incurred costs, overhead and profit. Any termination of this agreement must be in writing. Any modification to this contract which changes the cost, materials, work to be performed or estimated completion date must be agreed to in writing and signed by all parties. In the event of differing site conditions, unknown physical conditions of an unusual nature, and which differs materially from those ordinarily encountered and generally recognized as inherent in the type of work encompassed by the contract, Waco, Inc. shall be due reasonable additional compensation and time extension. Unless noted otherwise, customer will supply all required utilities. Waco Inc. excludes removal or reset of personal property unless specifically included in the proposal. Work activities may cause paint and other damage which may require repairs not included in this proposal. Quote is strictly limited to the scope of work provided in this proposal and supersedes all other statements or suggestions. Events beyond the control of Waco Inc. may affect the project schedule and such delays do not constitute abandonment and are not included in calculating the time frames for payment or performance.

Proposal Reviewed & Accepted By:

Date Accepted: _____

Signature: _____

Billing Address: _____

Printed Name: _____



Applied
Restoration
Group

13880 Berlin Turnpike
Lovettsville, Virginia 20180
Toll Free: 855.ARG.WATER
Office: 540.882.3177
www.appliedrestorationgroup.com
IICRC Certified Firm #209825

VA License 2705-033386A
FEIN 54-1772197
John Virts MD Contractor Salesman #107549
MHIC #131619
ARG is a division of GEC Environmental
Contracting Corp. a Virginia corporation

PROPOSAL

December 5, 2018

Attn: City of Winchester, Virginia
Economic Development Authority
Attn: Shawn Hershberger, Executive Director
15 North Cameron Street
Winchester, VA 22601

Ref: Asbestos Abatement & Disposal Services
202-210 & 214 Piccadilly Street and 204-206 North Kent Street
Structures
Winchester, VA 22601

Code: 18474-1

SCOPE OF SERVICES:

Applied Restoration Group will provide Asbestos Abatement and Disposal services as outlined in Attachment A of this agreement dated above

COST FOR THE ABOVE SERVICES: See Attachment A

The undersigned Client attests that he or she has read, understands and agrees to Attachment A work scope, and Attachment B Terms and Conditions, Indemnification's and Limitations of Liability, and Payment Terms of this contract. The undersigned Client also attests that he or she, as the Client or responsible party or authorized agent of the Client or responsible party, has the Authority to sign and enter into this Contract Agreement.

Applied Restoration Group:

Accepted by:

Print: Mario Alvarez

Print: _____

Sign: _____

Sign: _____

Title: Project Manager

Title: _____



Applied Restoration Group

13880 Berlin Turnpike
Lovettsville, Virginia 20180
Toll Free: 855.ARG.WATER
Office: 540.882.3177
www.appliedrestorationgroup.com

IICRC Certified Firm #209825
VA License 2705-033386A
FEIN #54-1772197
John Virts MD Contractor/Salesman #107549
MHIC #131619
ARG is a division of GEC Environmental
Contracting Corp. a Virginia corporation

December 5, 2018

To: City of Winchester, Virginia
Economic Development Authority
Attn: Mr. Shawn Hershberger, Executive Director
15 North Cameron Street
Winchester, VA 22601

Ref: Asbestos Abatement & Disposal Services
2125 19th Street N. #6
Arlington, VA 22201

Project No. 18474-1

ATTACHMENT A page 1 of 2

Applied Restoration Group (ARG) is offering the following list of services at the above referenced site. This document is an attachment to the "ARG Contract" and "Terms and Conditions" only and is intended as a description of services. This attachment is not valid without the aforementioned "ARG Contract" and "Terms and Conditions".

The subject buildings listed above are various use commercial and residential properties. On November 30, 2018 a site visit was conducted by a representative of ARG. Various asbestos containing materials have been identified by a third party consulting firm (TRIAD Engineering, Inc.). ARG proposes the following activities:

Standard Asbestos Services Included:

1. Obtain all necessary permits and follow all federal, state, and local regulations pertaining to the ACM removal.
2. Mobilize personnel, equipment and material to the above referenced site.
3. Utilize stairs, front and rear doors for work area access.
4. Provide negative air HEPA blower/filtration in work areas, during work activities.
5. Install temporary containment and seal all critical barriers as necessary.
6. Provide on-site bulk asbestos containing material storage and disposal roll off dumpsters (up to 10 units).
7. Provide third party air clearance sampling in all six asbestos abatement address's listed below at completion. Provided by CDS Inc. Up to 5 pcm samples per location.

208 & 210 East Piccadilly:

1. Remove and dispose of asbestos containing dark gray rock patterned vinyl flooring material in two areas (approx. 50 sq. / ft.).
2. Remove and dispose of asbestos containing dark bottom red vinyl flooring covered by white vinyl flooring material (approx. 20 sq. / ft.).
3. Remove and dispose of asbestos containing window glazing. Windows will be removed whole and boarded up at completion (6 units).
4. Remove and dispose of asbestos containing 12" vinyl floor tile material in back room (approx. 80 sq. / ft.).

December 5, 2018

To: City of Winchester, Virginia
Economic Development Authority
Attn: Mr. Shawn Hershberger, Executive Director
15 North Cameron Street
Winchester, VA 22601

Ref: Asbestos Abatement & Disposal Services
2125 19th Street N. #6
Arlington, VA 22201

Project No. 18474-1

ATTACHMENT A page 2 of 4

5. Remove and dispose of asbestos containing silver painted metal roofing material. Roof will be tarped at completion (approx. 2,450 sq. / ft.).
6. HEPA vacuum all impacted surfaces in work area as necessary.
7. Hand-clean all impacted surfaces in work area (exposed concrete subfloor).
8. Clean all work areas of loose debris and HEPA vacuum.
9. Remove negative air blower and return service to owner.

214 East Piccadilly:

1. Remove non-asbestos containing drop ceiling to allow for work area access and leave on site.
2. Remove and dispose of asbestos containing glue dots/mastic on white 12" ceiling tiles in front room material (approx. 600 sq. / ft.).
3. HEPA vacuum all impacted surfaces in work area.
4. Hand-clean all impacted surfaces in work area.
5. Clean all work areas of loose debris and HEPA vacuum.
6. Remove negative air blower and return service to owner.

204 North Kent:

1. Remove and dispose of drywall with asbestos containing joint compound in northern downstairs bedroom (approx. 628 sq. / ft.).
2. Remove and dispose of wall texture surface layer in entire downstairs apartment except northern bedroom (approx. 1,236 sq. / ft.).
3. Remove and dispose of drywall with asbestos containing joint compound in upstairs kitchen area (approx. 628 sq. / ft.).
4. Remove and dispose of asbestos containing green painted metal roofing material. Roof will be tarped at completion (approx. 1,000 sq. / ft.).
5. HEPA vacuum all impacted surfaces in work area.
6. Hand-clean all impacted surfaces in work area (exposed concrete subfloor).
7. Clean all work areas of loose debris and HEPA vacuum.
8. Remove negative air blower and return service to owner.

206 North Kent:

1. Remove and dispose of asbestos containing green vinyl flooring material in Apt. #1 front downstairs kitchen (approx. 234 sq. / ft.).
2. Remove and dispose of asbestos containing vinyl flooring material in Apt. #1 under clawfoot bathtub in front bathroom (approx. 15 sq. / ft.).
3. Remove and dispose of asbestos containing vinyl flooring material in Apt. #3 rear upstairs bathroom (approx. 21 sq. / ft.).
4. HEPA vacuum all impacted surfaces in work area.

December 5, 2018

To: City of Winchester, Virginia
Economic Development Authority
Attn: Mr. Shawn Hershberger, Executive Director
15 North Cameron Street
Winchester, VA 22601

Ref: Asbestos Abatement & Disposal Services
2125 19th Street N. #6
Arlington, VA 22201

Project No. 18474-1 **ATTACHMENT A** page 3 of 4

5. Hand-clean all impacted surfaces in work area (exposed concrete subfloor).
6. Clean all work areas of loose debris and HEPA vacuum.
7. Remove negative air blower and return service to owner.

202 East Picadily:

1. Remove and dispose of air cell pipe wrap insulation in northern basement (approx. 40 linear ft.).
2. Remove and dispose assumed asbestos containing fire door at North Kent Street side entrance. Will board up entrance at completion.
3. Remove and dispose assumed asbestos containing fire door at interior office entrance. Will board up entrance at completion.
4. HEPA vacuum all impacted surfaces in work area.
5. Hand-clean all impacted surfaces in work area (exposed concrete subfloor).
6. Clean all work areas of loose debris and HEPA vacuum.
7. Remove negative air blower and return service to owner.

Cost range for the above tasks-----\$ 79,290.00

Third party project monitor is not included in this proposal and is the responsibility of the property owner if deemed necessary

December 5, 2018

To: City of Winchester, Virginia
Economic Development Authority
Attn: Mr. Shawn Hershberger, Executive Director
15 North Cameron Street
Winchester, VA 22601

Ref: Asbestos Abatement & Disposal Services
2125 19th Street N. #6
Arlington, VA 22201

Project No. 18474-1

ATTACHMENT A page 4 of 4

PROJECT CONDITIONS:

1. Repair(s) made to cause(s) of mold growth are not part of this agreement unless otherwise stated.
2. This proposal does not include any drying of materials in house unless otherwise stated above.
3. Although every effort is made to match products, ARG does not guarantee the matching of paint, appliances, building materials, or flooring to existing ones.
4. If additional microbial growth contamination or asbestos containing materials are found or if additional work is needed there will be extra charges.
5. It is understood this agreement does not include replacement of demolished and/or removed items unless stated otherwise above.
6. Every effort will be made to match existing paint color and finish but cannot be guaranteed.
7. ARG will provide required Level "C" personal protective equipment to its workers during site activities.
8. Entry into the containment area will be restricted to ARG personnel during the site activities.
9. Site access will be provided to ARG. Any fees, agreements, and/or negotiations with property owners will be the responsibility of the owner and/or the owner's representative.
10. Care will be taken as not to damage property during the above tasks, however in the event damage occurs to items such as but not limited to sidewalks, lawns, personal items, furniture, etc., ARG will not be held responsible for repair and/or replacement under the terms and cost of this agreement.
11. Multiple, uninterrupted 110 volt, 20 amp electrical circuits will be provided to ARG by the owner during site activities. In the event electrical service cannot be provided, a cost of \$180.00 per day for portable electric generation will be added to the final invoice.

If the above services are acceptable, please sign one copy of the **attached contract signature page** and return to our office.

ATTACHMENT B, TERMS AND CONDITIONS

1. This Contract Agreement supersedes any and all previous contracts or agreements, written or oral and can not be verbally changed by any employee of ARG or be superseded by any document issued by the Client, even if material is shipped or delivered on that document.
2. Work shall be performed at the discretion of ARG pertaining to the time of day, day of week, weather and site conditions.
3. The Client shall provide rights of entry, permits, and permissions as may be necessary for the performance of services described in the Proposal/Contract at no cost to ARG, unless the Client notifies ARG otherwise in writing. By executing the Agreement, the Client warrants that he has obtained all rights of entry and permissions necessary to perform the services described in the proposal.
4. All personnel not under direct supervision of ARG will not be allowed in the work areas until all tasks and clearance confirmation have been completed. Barriers such as cones and caution tape will be used to designate these areas and strict compliance is necessary for the safety of workers and bystanders alike. It will be the responsibility of the client to notify its personnel of possible safety hazards and not to enter restricted work areas. It will be the Clients responsibility for potential additional remediation costs in the event an unauthorized entry is made and cross contamination occurs.
5. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Client consents to jurisdiction in the appropriate state or federal court for Loudoun County, Virginia.
6. Either party may terminate this Agreement at any time. However, such termination shall not relieve the undersigned of its obligation to pay for services previously rendered, including but not limited to, equipment, sub-contractor's work, and transport and disposal of waste.
7. The failure of ARG to enforce in any or more instances, any covenant or provision, herein contained, shall not be construed as a waiver nor shall it discharge or invalidate such covenant or provision or affect the right of ARG to enforce the same for any subsequent breach or default.
8. CHANGED CONDITIONS: ARG's scope of work shall not include the identification, detection, abatement, removal, encapsulation or removal of asbestos, asbestos products or materials, hazardous or toxic substances or wastes. In the event that ARG encounters any such products, materials, wastes, substances, or storage tanks of any kind in the course of performing its work, ARG shall have the right to discontinue its work and remove its employees from the project until such products, materials, wastes, or hazards are mitigated, and ARG shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction of same. Changed conditions may also occur from faulty building design or building materials. These changed conditions shall not relieve Client of payment for services rendered. Furthermore ARG shall not be liable for disturbing any hazardous materials, wastes or substances while performing work under this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY

1. The Client acknowledges mold is a naturally occurring life form in the environment. If mold is present, an excessive moisture level or food source is also present. It is understood these condition/s must be determined and remedied before effective microbial decontamination can commence. Upon final confirmation of clearance testing at the completion of remediation tasks, ARG will not be responsible for microbial growth reoccurring due to any such conditions.
2. Client agrees to indemnify and hold harmless and defend ARG from any liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereof (including cost of defense, settlement and reasonable attorney's fees) which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries or illnesses to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part by (i) The Client's breach of any term, condition or provision of this Agreement; or (ii) any negligent or willful act or omission of the Client, its employees or subcontractors (if any) in the performance of this Agreement (iii) ARG's performance under this Agreement so long as ARG is not grossly negligent.
3. To the fullest extent permitted by law, and notwithstanding any other provision of the Agreement, the total liability, in the aggregate, of ARG and ARG's officers, directors, partners, employees, agents, and ARG's consultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, material defects, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of ARG or ARG's officers, directors, partners, employees, agents, or ARG's consultants, or any of them, shall not exceed the total compensation received by ARG under this Agreement.
4. ARG will not be liable for any loss or damage caused by delay in furnishing equipment, services or any other performance under this Agreement, and under no circumstances will ARG incur liability of any kind, including any special, incidental or consequential damages, even if ARG has knowledge of the possibility of the potential loss or damage. Furthermore ARG shall not be liable for any delays of any kind which delays are caused by circumstances beyond the reasonable control of ARG, such as but not limited to, technical experts, equipment, sub-contractors availability, manpower, etc.

PAYMENT TERMS

1. The Client agrees to make payment to ARG upon receipt of invoice, lack of insurance or insurance coverage will not effect payment for the work performed or any portion of this contract.
2. A finance charge of 2% per 30 days, which is a 24% annual rate, will be charged 30 days after invoicing. This finance charge will be based on the original amount until paid in full. At least 10% of the original invoice, and any related charges, must be paid within each 3- day period following the original invoice date. In the event any invoice is not paid within (45) days of the invoice date, ARG shall have the right to either suspend performance of further services until all invoices to the Client under this or any other Agreement more than (45) days past due are paid in full or to terminate the Agreement and initiate proceedings to recover amounts owed by the Client. Additionally, ARG shall have the right to withhold from the Client the use or possession of any reports, project data, or other documents under this or any other agreement with the Client until all delinquent invoices are paid in full. Client shall not offset payments of ARG's invoices by any amounts due or claimed to be due for any reason. Failure to pay any invoice when due shall constitute a material breach by the Client of this Agreement. The Client agrees to pay all expenses in collecting unpaid invoices, including but not limited to attorney's fees of 35% (the minimum being \$100.00) in the event that no proper payment has been made on the invoice within 45 days of the invoice date, private process service fees, and discovery expenses. There will be a \$25.00 charge for any checks returned to our bank.
3. Any disputes pertaining to invoices submitted to the Client shall be directed in writing to ARG within (30) days of the invoice date. If no written notice of a dispute is provided to ARG within the time period specified above, the invoice shall then be conclusively deemed good and correct.



Client: Winchester EDA
Property: Kent and Piccadilly Streets
Winchester, VA 22601

Operator: BART

Estimator: Barton Chasler
Business: 150 West Commercial Street
Winchester, VA 22601

Business: (540) 667-3130
E-mail: bart@gearclean.com

Type of Estimate: Other

Date Entered: 12/4/2018

Date Assigned:

Price List: VAWI8X_DEC18
Labor Efficiency: Restoration/Service/Remodel
Estimate: METALROOF

METALROOF

METALROOF
DESCRIPTION
QTY

18. Hazardous waste hauling & disposal - (Bid Item)	1.00 EA
74. Permit Fee	1.00 EA
75. Hazardous Waste/Mold Cleaning Technician - per hour	32.00 HR
76. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	16.00 HR
77. Respirator - Full face - multi-purpose resp. (per day)	3.00 DA
78. Respirator cartridge - HEPA only (per pair)	3.00 EA
79. Add for personal protective equipment (hazardous cleanup)	3.00 EA
80. Personal protective gloves - Heavy duty (per pair)	3.00 EA
81. Plastic bag - used for disposal of contaminated items	30.00 EA

Grand Total

\$6,574.05

Barton Chasler

Grand Total Areas:

4,701.33 SF Walls	2,554.17 SF Ceiling	7,255.50 SF Walls and Ceiling
2,554.17 SF Floor	283.80 SY Flooring	562.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	562.67 LF Ceil. Perimeter
2,554.17 Floor Area	2,745.28 Total Area	4,701.33 Interior Wall Area
5,464.00 Exterior Wall Area	584.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Client: Winchester EDA
Property: Kent and Piccadilly Streets
Winchester, VA 22601

Operator: BART

Estimator: Barton Chasler
Business: 150 West Commercial Street
Winchester, VA 22601

Business: (540) 667-3130
E-mail: bart@gearclean.com

Type of Estimate: Other

Date Entered: 12/4/2018

Date Assigned:

Price List: VAWI8X_DEC18

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2018-12-04-0930

2018-12-04-0930

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DESCRIPTION	QTY
18. Hazardous waste hauling & disposal - (Bid Item)	1.00 EA
74. Permit Fee	1.00 EA

206 Kent

Room1	Height: 8'
DESCRIPTION	QTY
3. Respirator - Full face - multi-purpose resp. (per day)	8.00 DA
4. Respirator cartridge - HEPA only (per pair)	8.00 EA
5. Add for personal protective equipment (hazardous cleanup)	8.00 EA
6. Temporary toilet (per month)	1.00 MO
8. Containment Barrier/Airlock/Decon. Chamber	270.00 SF
10. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	2.00 DA
11. Ducting - lay-flat - Large	40.00 LF
12. Tear out asbestos vinyl floor covering (no haul off)	270.00 SF
13. Remove asbestos floor mastic (no haul off)	270.00 SF
14. HEPA Vacuuming - Detailed - (PER SF)	862.00 SF
16. Peel & seal zipper - heavy duty	1.00 EA
17. Plastic bag - used for disposal of contaminated items	10.00 EA

204 Kent

204 Kent	
DESCRIPTION	QTY
19. Personal protective gloves - Heavy duty (per pair)	12.00 EA
20. Respirator cartridge - HEPA only (per pair)	12.00 EA
21. Add for personal protective equipment (hazardous cleanup)	12.00 EA
23. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	3.00 DA
24. Ducting - lay-flat - Large	80.00 LF
60. HEPA Vacuuming - Detailed - (PER SF)	2,680.00 SF
61. Peel & seal zipper - heavy duty	1.00 EA
62. Plastic bag - used for disposal of contaminated items	10.00 EA

Room1	Height: 9'
DESCRIPTION	QTY

CONTINUED - Room1

DESCRIPTION	QTY
25. Containment Barrier/Airlock/Decon. Chamber	160.00 SF
28. Tear off asbestos drywall (no haul off)	320.00 SF

Room2	Height: 9'
DESCRIPTION	QTY
26. Containment Barrier/Airlock/Decon. Chamber	560.00 SF
29. Tear off asbestos drywall (no haul off)	1,120.00 SF

Room3	Height: 9'
DESCRIPTION	QTY
27. Containment Barrier/Airlock/Decon. Chamber	160.00 SF
30. Tear off asbestos drywall (no haul off)	320.00 SF

202 Piccadilly

202 Piccadilly	QTY
DESCRIPTION	QTY
31. Respirator - Full face - multi-purpose resp. (per day)	8.00 DA
32. Respirator cartridge - HEPA only (per pair)	8.00 EA
33. Add for personal protective equipment (hazardous cleanup)	8.00 EA
34. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	2.00 DA
35. Ducting - lay-flat - Large	160.00 LF
63. HEPA Vacuuming - Detailed - (PER SF)	546.75 SF
64. Peel & seal zipper - heavy duty	1.00 EA
65. Plastic bag - used for disposal of contaminated items	10.00 EA

Room1	Height: 8'
DESCRIPTION	QTY
36. Asbestos Pipe Insulation Wrap Removal 6" X 40'	40.00 EA
37. Interior door slab only - Detach Fire Door Asbestos	1.00 EA

204 Piccadilly

Room1	Height: 8'
DESCRIPTION	QTY
39. Interior door slab only - Detach Fire Door Asbestos	1.00 EA

208 Piccadilly

208 Piccadilly	
DESCRIPTION	QTY
40. Personal protective gloves - Heavy duty (per pair)	12.00 EA
41. Respirator cartridge - HEPA only (per pair)	12.00 EA
42. Add for personal protective equipment (hazardous cleanup)	12.00 EA
43. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	3.00 DA
44. Ducting - lay-flat - Large	80.00 LF
66. HEPA Vacuuming - Detailed - (PER SF)	1,220.00 SF
67. Peel & seal zipper - heavy duty	1.00 EA
68. Plastic bag - used for disposal of contaminated items	10.00 EA

Room1	Height: 8'
DESCRIPTION	QTY
45. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	500.00 SF
46. Tear out non-salv vinyl, cut & bag - Category 3 water	500.00 SF
48. Tear out asbestos vinyl floor covering (no haul off)	150.00 SF
51. Aluminum window - Detach	6.00 EA
52. Tear out cabinetry - vanity	2.50 LF
53. Toilet - Detach	1.00 EA
54. Hazardous Material Remediation Remove Silver Paint Bucket (5 Gallon)	1.00 EA

214 Piccadilly

214 Piccadilly	
DESCRIPTION	QTY
55. Personal protective gloves - Heavy duty (per pair)	16.00 EA
56. Respirator cartridge - HEPA only (per pair)	16.00 EA
57. Add for personal protective equipment (hazardous cleanup)	16.00 EA
58. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	4.00 DA
59. Ducting - lay-flat - Large	80.00 LF
69. HEPA Vacuuming - Detailed - (PER SF)	1,400.00 SF
70. Peel & seal zipper - heavy duty	1.00 EA
71. Plastic bag - used for disposal of contaminated items	40.00 EA

Room1	Height: 8'
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DESCRIPTION	QTY
72. Remove asbestos floor mastic (no haul off)	600.00 SF
73. Tear off asbestos acoustic ceiling tile (no haul off)	600.00 SF

Grand Total \$25,445.13

Barton Chasler

Grand Total Areas:

4,701.33 SF Walls	2,554.17 SF Ceiling	7,255.50 SF Walls and Ceiling
2,554.17 SF Floor	283.80 SY Flooring	562.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	562.67 LF Ceil. Perimeter
2,554.17 Floor Area	2,745.28 Total Area	4,701.33 Interior Wall Area
5,464.00 Exterior Wall Area	584.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	