

Department of Fire Programs Commonwealth of Virginia

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ATTACHMENT A

**Burn Building Grant Application** Construction, Renovation, or Repair

## Administration

Α.	Applicant Information						
1.	Title of Jurisdiction	X County of Montgomery					
	Making Application	City of					
	(Check I only one, then make entry )	Incorporated Town of					
2.	Employer Identification Number						
	(EIN)						
3.	Principal Point of Contact	(Include salutation, name & title.)					
		Neal Turner ESC					
4.	Mailing Address (Include zip code+4)	755 Roanoke Street					
		Suite 2E					
	Identify COUNTY if appropriate →	Christiansburg Virginia 24073-3181					
5.	Telephone Number	( 540 394-2146					
6.	FAX Number	( 540 382-6943					
7.	Internet e-mail address	turnerkn@montgomerycountyva.gov					
8.	Application Scope	Sole Jurisdiction as identified in [A]					
	(Check 🗹 only one)	X Multiple Jurisdictions - Complete [F]					
В.	Facility Information	The term "burn building" refers to an unoccupied structure.					
	(Burn Building)	The purpose of the Burn Building is to provide live fire training to fire					
		service personnel in support of Fire Fighter I and Fire Fighter II					
		Training throughout the Commonwealth of Virginia.					
1.	Current / Proposed Owner	(Party holding /to hold title to the property)					
	of Facility	Blacksburg VFD Training Grounds, LLC					
2.	In-Service Date or	(Leave blank if NOT an existing structure as reported in [C1] below.)					
	Age of Structure	DateUnknown					
		If unknown, enter approximate age in years					
3.	Address of Structure	1636 Merrimac Road					
	(If appropriate, identify COUNTY	Blacksburg Virginia 24060					
	where located.)	Montogmery County					
4.		e the burn building into compliance with the current standard of NFPA					
	1403, including appropriate NFPA 14						
_	lf no, explain in <b>6. Comments</b> .	Yes No X N/A					
5.	Will the construction of the burn build	ding be in compliance with the current edition of Sections I through IV of					
	· · ·	Grant Program as included in the VDFP Project Manual for Burn Building					
	Props and the current standard of N						
_	If no, explain in <b>6. Comments</b> .	X Yes No N/A					
6.	Comments (pertaining to Facility)	None					
		ations of 5 fire departyments within the County who serve					
	Blacksburg, Christiansburg, V	irginia Tech Campus, and Montgomery County.					

Population of 95,000+ in an area of 388. square miles.

C.	Facility Usage				
1.	Number of annual burns	VDFP FFI burns 10			
	(must be documented)	(in compliance with NFPA 1403 standards)			
	(for New construction, this figure is	VDFP FFII burns 30			
	(for New construction, this figure is projected)	(in compliance with NFPA 1403 standards)			
		Other Burns 4			
		(specify types of burns)			
2.	Travel to another facility	Distance traveled to closest alternate facility 38.54			
		(in miles)			
		Time traveled to closest alternate facility 1			
		(rounded to whole hours)			
3.	Other localities served	Name of Locality Radford Army Ammunition P			
	(list number of stations and number of	Number of stations 1			
	firefighters served for each locality)	Number of Firefighters 31			
	(for New construction, this figure is				
	projected)	Name of Locality Floyd County			
		Number of stations 4			
		Number of Firefighters 80			
	(if more than 5 localities are served, additional localities must be included on				
	Additional Localities Served tab)	Name of Locality Craig County			
		Number of stations 3			
		Number of Firefighters 72			
		Name of Locality			
		Number of stations			
		Number of Firefighters			
		Name of Locality			
		Number of stations			
		Number of Firefighters			
		TOTAL NUMBER OF STATIONS SERVED (from above and add')			
		TOTAL NUMBER OF FIREFIGHTERS SERVED (from above and add') 183			
4.	Maintenance of facility	Annual Maintenance Inspections Yes No			
	(for New construction, skip Section C.4.	(documentation of annual inspections MUST be provided with application for			
		inspections conducted after 12/2007)			
	Section E.2. MUST be completed)	Previous Repair Projects			
		(documentation MUST be provided with application for most recent repairs)			

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D.	Project Description					
1.	Level of work proposed	X	X NEW Construction where no such structure previously existed			
	(Check 🗹 only one)		RENOVATION of an existing burn building or substantially similar structure			
			REPAIR of an existing burn building (up to \$10,000)			
2.	Type of Building (proposed or existing)		X       Class A fuel       X       Prototype I plans (brick, block, concrete)         Class B fuel       Prototype II plans (steel frame)         Other*			
		I	1,730 Square Footage of Building (proposed or existing)			
			1 Number of Burn Rooms on 1st floor			
			1 Number of Burn Rooms on 2nd floor			
			For New Construction:			
			*If building plans deviate from Prototype I or II, applicant MUST define			
			building concept and include proposed plans with application.			
			For Renovations or Repairs:			
		*If building plans deviate from Prototype I or II, applicant MUST include				
			copy of existing building plans with proposed renovations/repairs.			
3.	Architectural and/or Engineering		Has an A/E study already been completed?			
	(A/E)		Yes X No Not Applicable			
	(Check  only one for each)		If so, is a copy attached to this application?			
<u> </u>		_	Yes         No         Not Applicable           Is this structure still in use for certification of FFI and FFII at the			
4.	Condemnation and/or fitness		time of application?			
	for use					
	loi use		If yes, is there currently a scheduled date to remove the			
	(Leave [C4] blank if this application is		structure from service?			
	for totally new construction; otherwise		If yes, enter the month & year:			
	Check ☑ only one for each statement.)	If not presently in service, has this structure been <u>condemned</u>				
			by a building official or other such entity legally empowered to			
			do so? Yes No Not Applicable			
			If yes, is a copy of such order attached to this application?			
			Yes No Not Applicable			

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E. Financial Plan	An estimated project budget must be attached to this application.				
1. Project Budget (Capital Expend)	For rend	For renovation/repair projects, contractor estimates must be attached.			
a. Expense					
i. Estimated Cost of Construction					
(Enter or check )	\$	450,000.00	Unknown at time of application		
ii. Estimated A/E Costs					
(Enter or check )	\$	30,000.00	Unknown at time of application		
iii, Estimated Total Costs					
(Enter or check ☑)	\$	480,000.00	Unknown at time of application		
b. Revenue					
i. Grant Funding Being Requested					
New construction maximum \$430,000	\$	480,000.00			
ii. Matching / Cost Share Funds					
	\$	150,000.00			
iii. Source of Matching Funds					
(local contributions, donations, etc.)	Local	Donations, fire fund mo	onies, four for life funding		
2. Operating Budget (Maint. Expend)					
a. Is there a financial agreement					
among partnering localities?		Yes	No X Not Applicable		
<b>b.</b> Is there a local budget for					
annual maintenance costs?		X Yes	No		
c. Is there a local budget for					
annual inspection costs?		X Yes	No		
d. Is there a local budget for		11			
5-year inspection costs?		X Yes	No		

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F. Additional Parties of Interest (Mark N/A and skip section [D] if not applicable - see [A.8])	Identify hereunder ALL <b>jurisdictions</b> (Not their Departments) otherwise participating in the proposed project. Attach additional sheets as may be required.			
1. NON-Applicability	X No parties other than the jurisdiction identified in [A] above.			
2. Formal Agreement Among Parties	Is there a formal agreement among parties with regard to the proposed project? Yes No If yes, is a copy attached to this application? Yes No Is there a formal agreement among parties with regard to the shared use of the facility? If yes, is a copy attached to this application?			

	{ Reproduce and complete as man	y additio	nal blocs	as may	be necessary	/ for con	nplete disclos	sure. }	
2a.	Complete one each for ALL	Number			of a tota	al of	par	ties to propo	sed project
	other Parties of Interest	(Count the LEAD Locality as #1, thereby start with #2.)							
2b.	Title of Jurisdiction	County of							
			City o	of					
	(Check ⊠ only one, then make entry )		Incor	porate	d Town of				
2c.	Employer Identification Number								
	(EIN)			a <del>a la la la</del> la					
2d.	Principal Point of Contact	(Incl	ude salut	ation, na	ame & title.)				
2e.	Mailing Address	(Incl	ude zip c	ode+4)					
	Identify COUNTY if appropriate $\rightarrow$								
2f.	Telephone Number		(	)					
2g.	FAX Number		(	)					
2h.	Internet e-mail address								

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	of Funds Information	NOTE I ne completion of this section is optional at the time of application and will not hinder determination of eligibility, etc. However, if not provided and since funds will only be transferred electronically, disbursement will be delayed until this information is properly provided.
1.	Account Ownership Information	
	Employer Identification Number	SSN may <b>NOT</b> be substituted.
	Complete next three (3) entrie	es ONLY if Name is different than ACCOUNT TITLE as it appears in [E2}. (Last, First, Initials)
	NAME	County of Montgomery Virginia - Treasurer
		(Telephone Number)
	MAIN	540-382-5723
		(Telephone Number)
	ALTERNATE	540-394-2120 xt 4181
2.	Direct Deposit Account Information (Check ☑ one Type of Account)	x Checking Savings
	ROUTING TRANSIT NUMBER	(9 digits)
	ACCOUNT NUMBER	
	ACCOUNT TITLE	County of Montgomery General Fund
	FINANCIAL INSTITUTION	Union First Market Bank

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	Note 🖉 This section of the application MUST be properly executed for the
	application to be complete. Certification may be completed by:
Î	City Manager /or/ Deputy
	County Administrator /or/ Deputy
	Town Manager /or/ Mayor
	<ul> <li>Or other duly authorized official but only when the application</li> </ul>
	is accompanied by a copy of an 'Ordinance' or other formal
	instrument clearly granting that party such authority.
	Only completed applications can be acted upon

# **CERTIFICATION**

This application is made on behalf of the described [ A ] with the full knowledge an representations herein made are true an <u>Adam Meadow</u> <u>Signature</u> <u>F. Craig Meadows</u> Printed Name	nd belief that all
( All applications must be notarized to be considered – incom	plete forms shall be returned.)
State of Virginia } City/County of Montgomery } On this [9 <sup>th</sup> day of December (month) in 2014 (year Public for the Commonwealth of Virginia, personally appeared _ known ( or to me proved ) to be the identical person named hereit the above, and acknowledged that he executed same as his volume	<u>F. Craig Meadows</u> to me in and having in my presence executed
My Commission expires: <u>4-30-2018</u> Date Notary Pub	REGISTRATION NO. 226440 MY COMM. EXPIRES

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THIS LEASE AGREEMENT, made this 15th day of December 2014, by and between **BLACKSBURG VFD TRAINING GROUNDS, LLC**, a Virginia Limited Liability Company, Grantor; hereinafter referred to as "Lessor", whose address is 407 Hubbard Street, Blacksburg, Virginia 24060 and the <u>COUNTY OF MONTGOMERY, VIRGINIA</u>, Grantee, hereinafter referred to as "Lessee", whose address is 755 Roanoke Street, Christiansburg, Virginia, 24060.

#### WITNESSETH:

WHEREAS, the Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, subject to the terms and conditions set forth in this Lease Agreement the following described premises owned by the Lessor for the purpose of locating a comprehensive Fire Training Center for use by all the Voluntary Fire Departments within Montgomery County, Virginia:

All that certain lot or parcel of land, with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Prices Fork Magisterial District of Montgomery County, Virginia, more particularly described as follows:

BEING 11.580 acres, as shown on the plat entitled "Plat of Boundary Line Adjustment for Milton W. Reed", prepared by Roberts Engineering, Inc., dated August 9, 2007, a copy of which is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia in Plat Book 27, at Page 271 and to which plat reference is made for a more particular description of the property herein leased.

Tax Map ID/Parcel Nos.: 070896 and 140670 Tax Map Nos.: 53-2 26 and 314-A 1 A

NOW, THEREFORE in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

- 1) The term of this Lease shall be for a period of twenty (20) years commencing on December 15, 2014 and ending on December 15, 2034. The Lessee shall have the unilateral right to terminate this Lease at any time during the term of this Lease by providing written notice to Lessor. The parties may extend the Lease Term by mutual agreement.
- 2) The Lessee shall pay as rent the sum of Zero Dollars (\$0) per month. The Lessor agrees that all utilities shall be in the name of Blacksburg Volunteer Fire Training Ground, LLC and be paid by Lessor.

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- 3) The Lessee shall use the premises, with assistance from the Lessor, for the purpose of establishing a Comprehensive Fire Training Center for use by all the Voluntary Fire Departments within the County of Montgomery and other Emergency Service Agencies. The existing buildings and other structures on the premises may be used as training props. The Lessee may also construct or locate for fire training purposes other burn training structures such as an approved Department of Fire Programs "burn building" on the premises.
- 4) The Lessor and Lessee shall be jointly and equally responsible for any and all repairs and maintenance of the premises including all structures on the premises being used as burn training structures.
- 5) Lessor shall be responsible for all real estate taxes and other State, County, or local assessments that may come due. The Lessor shall furnish proof of such payments upon Lessee's written request.
- 6) Montgomery County shall be responsible for the payment of hazard insurance premiums on the property. Montgomery County shall obtain insurance coverage on the property in an amount and with coverage acceptable to both Lessee and Lessor listing the Lessor as an additional insured.
- 7) Lessee agrees upon termination of the Lease to leave the premises in as good a condition as the Lessee found them, normal wear and tear excepted. Any structures added to the property during the term of this Lease such as a training "burn building", shall be conveyed to the Lessor at the end of the lease term or sooner if agreed to by the parties.
- 8) Lessee shall not assign this Lease or sub-let the premises or any part thereof without written consent from the Lessor.
- 9) Either party hereto shall have the right to have this Lease recorded at their own expense.
- 10) In the event of a material breach of this Lease Agreement by either party the nonbreaching party may take any action or pursue any remedy permitted by law.

THE REMAINING PORTION OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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WITNESS the following signatures and seals:

### BLACKSBURG VFD TRAINING GROUNDS, LLC

Buyn leath Mate By: W KEIT h Bolte, Managing Member

COUNTY OF MONTGOMERY, VIRGINIA

By: William H. Brown, Chair

STATE OF VIRGINIA mgoneng, to-wit: CITY/COUNTY OF

The foregoing instrument bearing date of <u>Dec 13</u>, <u>2014</u>, was acknowledged before me, this <u>3</u>, day of <u>December</u>, 2014, by <u>BIYEN KEIN BOITE</u>, Managing Member of Blacksburg VFD Training Grounds, LLC.

My commission expires: 8-31-18 **Registration number:** 155791

Notary Public

STATE OF VIRGINIA, CITY/COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument bearing date of <u>December</u>, was acknowledged before me this <u>15</u>, day of <u>December</u>, 2014, by William H. Brown, Chair, Montgomery County Board of Supervisors, County of Montgomery, Virginia.

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My commission expires: August 31,2018 Registration number: 264176



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AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTGOMERY, VIRGINIA HELD ON THE 15<sup>th</sup> DAY OF DECEMBER, 2014 AT 6:00 P.M. IN THE BOARD CHAMBERS, MONTGOMERY COUNTY GOVERNMENT CENTER, 755 ROANOKE STREET, CHRISTIANSBURG, VIRGINIA:

#### **R-FY-15-52**

### **RESOLUTION APPROVING THE LEASE AGREEMENT** BY AND BETWEEN THE BLACKSBURG VFD TRAINING GROUNDS, LLC AND THE COUNTY OF MONTGOMERY FOR THE PURPOSE OF ESTABLISHING A COMPREHENSIVE FIRE TRAINING CENTER

On a motion by Mary W. Biggs, seconded by Annette S. Perkins and carried unanimously,

WHEREAS, The Blacksburg VFD Training Grounds, LLC owns an 11.58 acre parcel of land on Merrimac Road in the County of Montgomery, Virginia; and

WHEREAS, The Blacksburg VFD Training Grounds, LLC and the County of Montgomery, Virginia are interested in entering into a Lease Agreement whereby the County uses the premises, with the assistance from Blacksburg VFD Training Grounds, LLC to establish a Comprehensive Fire Training Center for use by all Volunteer Fire Departments in the County of Montgomery; and

WHEREAS, The County desires to enter into a twenty-year lease with Blacksburg VFD Training Center, LLC pursuant to the terms and conditions of the attached Lease Agreement dated December 15, 2014.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors hereby approves the attached Lease Agreement by and between the Blacksburg VFD Training Grounds, LLC and the County of Montgomery, Virginia, dated December 15, 2014.

BE IT FURTHER RESOLVED, By the Board of Supervisors that William H. Brown, Chair, is hereby authorized to execute the Lease Agreement on behalf of the County of Montgomery.

The vote on the foregoing resolution was as follows:

AYE M. Todd King Mary W. Biggs Annette S. Perkins Gary D. Creed

NAY None

Christopher A. Tuck Matthew R. Gabriele William H. Brown

**Department of Fire Programs** DEC 2 9 2014

ATTEST

THIS LEASE AGREEMENT, made this 15 day of December, 2014, by and between **BLACKSBURG VFD TRAINING GROUNDS, LLC**, a Virginia Limited Liability Company, Grantor; hereinafter referred to as "Lessor", whose address is 407 Hubbard Street, Blacksburg, Virginia 24060 and the <u>COUNTY OF MONTGOMERY, VIRGINIA</u>, Grantee, hereinafter referred to as "Lessee", whose address is 755 Roanoke Street, Christiansburg, Virginia, 24060.

### WITNESSETH:

WHEREAS, the Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, subject to the terms and conditions set forth in this Lease Agreement the following described premises owned by the Lessor for the purpose of locating a comprehensive Fire Training Center for use by all the Voluntary Fire Departments within Montgomery County, Virginia:

All that certain lot or parcel of land, with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Prices Fork Magisterial District of Montgomery County, Virginia, more particularly described as follows:

BEING 11.580 acres, as shown on the plat entitled "Plat of Boundary Line Adjustment for Milton W. Reed", prepared by Roberts Engineering, Inc., dated August 9, 2007, a copy of which is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia in Plat Book 27, at Page 271 and to which plat reference is made for a more particular description of the property herein leased.

Tax Map ID/Parcel Nos.: 070896 and 140670 Tax Map Nos.: 53-2 26 and 314-A 1 A Department of Fire Programs

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NOW, THEREFORE in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

- The term of this Lease shall be for a period of twenty (20) years commencing on 12/15/2014 and ending on 12/15/2034. The Lessee shall have the unilateral right to terminate this Lease at any time during the term of this Lease by providing written notice to Lessor.
- 2) The Lessee shall pay as rent the sum of Zero Dollars (\$0) per month. All utilities shall be maintained in BVFDTG, LLC name and shall be the responsibility of BVFDTG, LLC.
- 3) The Lessee shall use the premises for the purpose of establishing a Comprehensive Fire Training Center for use by all the Voluntary Fire Departments within the County of Montgomery and other Emergency Service Agencies. The existing buildings and other

structures on the premises may be used as training props. The Lessee may also construct or locate for fire training purposes other burn training structures such as an approved Department of Fire Programs "burn building" on the premises.

- 4) The BVFDTG, LLC shall be responsible for any and all repairs and maintenance of the premises including all structures on the premises being used as burn training structures.
- 5) Lessor shall be responsible for all real estate taxes and other State, County, or local assessments that may come due. The Lessor shall furnish proof of such payments upon Lessor's written request.
- 6) Montgomery County shall be responsible for the payment of hazard insurance premiums on the property. Montgomery County shall obtain insurance coverage on the property in an amount and with coverages acceptable to both parties, listing the BVFDTG, LLC as an additional insured and on BVFDTG, LLC personal property at the expense of Montgomery County. Montgomery County shall furnish proof of such insurance to BVFDTG, LLC upon written request.
- 7) Lessee agrees upon termination of the Lease to leave the premises in as good a condition as the Lessee found them, normal wear and tear excepted. Any structures added to the property during the term of this Lease such as a training "burn building", shall be conveyed to the Lessor at the end of the lease term or sooner if agreed to by the parties.
- 8) Lessee shall not assign this Lease or sub-let the premises or any part thereof without written consent from the Lessor.
- 9) Either party hereto shall have the right to have this Lease recorded at their own expense.
- 10) In the event of a material breach of this Lease Agreement by either party the nonbreaching party may take any action or pursue any remedy permitted by law.

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WITNESS the following signatures and seals:

BLACKSBURG VFD TRAINING GROUNDS, LLC

By:

\_\_\_\_\_, Managing Member

### COUNTY OF MONTGOMERY, VIRGINIA

By:

William H. Brown, Chair

STATE OF VIRGINIA, CITY/COUNTY OF\_\_\_\_\_, to-wit:

The foregoing instrument bearing date of \_\_\_\_\_\_, was acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_\_, 2014, by \_\_\_\_\_\_, Managing Member of Blacksburg VFD Training Grounds, LLC.

My commission expires: Registration number:

Notary Public

STATE OF VIRGINIA, CITY/COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument bearing date of \_\_\_\_\_\_, was acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_\_, 2014, by William H. Brown, Chair, Montgomery County Board of Supervisors, County of Montgomery, Virginia.

My commission expires: Registration number:

Notary Public

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