



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council
Work Session Meeting
October 15, 2019 | 7:00 p.m.

- 1. Call to Order**
- 2. Approval of Minutes**
 - a. **October 1, 2019, Regular Meeting Minutes**
- 3. Regular Items**
 - a. Update on Clerk Position Recruitment
 - b. Visitor Center Lease Agreement
 - c. VRS Letter
 - d. Update on Kayak Ramp Project- No materials.
 - e. Police Department SHIELD Program
- 4. Closed Session**
- 5. Adjournment**



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

3. Work Session Regular Agenda	Meeting Date: October 15, 2019
3 A: Clerk Position Recruitment Update	

Explanation and Summary:

On September 6, 2019, the Town Clerk resigned his service as the Town Clerk for the Town of Occoquan. Town Staff and Town Council have interviewed the preferred candidate. An offer letter has been sent to the preferred candidate.

Attachments: (0)



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

3. Work Session Regular Agenda	Meeting Date: October 15, 2019
3 B: Visitor Center Lease Agreement	

Explanation and Summary:

Visitor Center

Prince William County is in the process of transitioning the Town's Visitor Center from a building in its current location on Mill Street to a kiosk to be located next to the Mill House Museum. To facilitate this transition, the County would like to enter into a month-to-month lease with the Town for the continued use of the Visitor Center until the kiosk has been installed. The proposed lease has been reviewed by the Town Attorney and is attached for Council consideration.

Kiosk

As the kiosk design approaches completion, the County would like to enter into a memorandum of agreement (MOA) regarding the maintenance and upkeep of the kiosk.

The installation of the kiosk in the Town's Old and Historic District will require a Certificate of Appropriateness to be issued by the Town's Architectural Review Board and a Zoning Permit to be issued by the Town Zoning Inspector to ensure that the design standards of the Town are met. The installation of the kiosk will also require review by VDOT as it is to be located in the VDOT right-of-way on Mill Street.

The Virginia Tourism Corporation has confirmed that the installation of the kiosk will meet the minimum requirements necessary to ensure the tourism sign for the Town on Route 95 will remain in place.

Town Attorney's Recommendation: Approval.

Town Manager's Recommendation: Approval.

Proposed/Suggested Motion:

"I move to authorize the Mayor to sign the Visitor Center Lease Agreement on behalf of the Town."

OR

Other action Council deems appropriate

Attachments: (1)

Visitor Center Lease Agreement-Final Draft

DEED OF LEASE

THIS DEED OF LEASE (the "Lease"), made this ____ day of _____, 2019, by and between the Town of Occoquan, hereinafter referred to as "Landlord", and Prince William County hereinafter referred to as "Tenant".

WITNESSETH:

That for and in consideration of the payment of Tenant of the rent hereinafter reserved and the performance by Tenant of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereafter set forth, Landlord does hereby let and demise unto Tenant, and Tenant does hereby take and hire from Landlord, the following described real property, hereinafter described as the leased premises:

One-story wood frame building located at 200 Mill Street, Occoquan, Virginia, 22125, together with six (6) paved parking spaces (the "Premises") for a month to month term, unless terminated as hereinafter provided, beginning on _____, 2019 (the "Lease Term") for a rent of \$1.00 (ONE DOLLAR) per month.

This Lease is made upon the foregoing and the following agreements, covenants, and conditions, all and every one of which the Landlord and Tenant agree to keep and perform.

I. USE OF PREMISES

- a. The Premises shall be leased for lawful business purposes as a Visitor Center only. Other uses must be specifically approved by the Landlord at its sole discretion. The Landlord shall be responsible for any requirements set forth in the list attached to this Lease as Exhibit 1.
- b. The Tenant shall comply with any and all laws, ordinances, orders, and regulations of any governmental authority which are applicable to its use of the Premises.
- c. The Tenant shall not subject the Premises or any part thereof to a lien, encumbrance, forfeiture, or mortgage by action or inaction. The Tenant agrees to indemnify Landlord from and against any and all such liability, loss, cost, and expense, including attorney fees in collection of such amounts, which the Landlord sustains or incurs by reason of any such lien, encumbrance, forfeiture, or mortgage.
- d. The Tenant agrees to keep the Premises in a strictly decent, safe, and sanitary condition.
- e. The Tenant agrees not to alter the Premises in any way without the prior written approval of the Landlord.
- f. The Tenant shall promptly pay the costs of telephone service and all utilities serving the Premises.
- g. The Tenant shall not keep or harbor any animals, wild or domesticated, on the Premises without the express written consent of the Landlord.
- h. The Tenant shall not permit any excessive odors, smoke, dust, gas, noise or vibration to

emanate from the Premises, nor take any other action, which would constitute a nuisance. Tenant shall not receive, store or otherwise handle, any product, material or merchandise on the Premises, which is explosive or highly flammable. Tenant shall not permit the Premises to be used for any purpose or in any manner mentioned in this paragraph (including, without limitation, any method of storage).

- i. The Tenant shall not permit the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous on the Premises. No waste or other materials shall be disposed of by Tenant on the Premises in any way or manner which would or will in the future cause the Tenant and/or Landlord to be liable for fines and penalties under the laws or rules currently in effect (federal, state and/or local) or to incur expenses of any sort to correct any such condition.
- j. The Tenant promises not to assign or sublet the building situated on the Premises.

II. INSURANCE

- a. The Landlord shall maintain all insurance, which it deems necessary for its protection against loss of or damage to the Premises or any property of the Landlord situated thereon.
- b. The Tenant shall obtain and keep in force during the Lease Term and any extension thereof general liability insurance from an insurer reasonably acceptable to the Landlord for a minimum amount of one million U.S. dollars (\$1,000,000 U.S.) per incident.
- c. Nothing contained in this Lease shall be construed to require either party to repair, replace, reconstruct, or pay for any property of the other party which may be damaged or destroyed by fire, flood, windstorm, earthquake, strikes, riots, civil commotions, acts of God, or other casualty; and each party hereby waives all claims against the other for all loss or damage arising out of perils normally insured against by standard fire and extended coverage insurance.

III. MAINTENANCE AND REPAIRS

- a. The Landlord shall maintain and keep in good repair and condition the roof, including downspouts and gutters, exterior walls, doors, windows, walkways, and stairways and porch on the Premises. The Landlord shall also maintain and keep in good repair and condition all electrical, plumbing, heating, air conditioning, and other mechanical systems as necessary on the Premises.
- b. The Tenant shall give written notice to the Landlord of all repairs and maintenance needs on the Premises as the Tenant becomes aware of such.
- c. The Landlord shall provide all necessary landscaping and snow removal from accessible visitor parking areas, walkways, and driveways appurtenant to the Premises at its sole cost and expense.
- d. The Tenant shall be responsible for snow and ice removal, and salting for the front porch and front porch steps of the Premises.

- e. The Landlord shall have the right to enter upon the Premises from time to time in order to inspect the same and to perform any maintenance, repairs and replacements, which it is required to make under the provisions of this Lease. This right shall be exercised in such manner as to minimize interference with Tenant's use and enjoyment of the Premises and shall be subject to any and all laws, orders, and regulations of the federal, state and local authority.
- f. The Landlord shall be responsible for any improvements required to comply with state and local building code, including accessibility requirements.

IV. DAMAGE TO OR DESTRUCTION OF PREMISES

- a. If, during the Lease Term, any portion of the Premises are damaged by fire, flood, windstorm, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty so that the same are rendered wholly unfit for occupancy, and if said portions of the Premises cannot be repaired within sixty (60) days from the time of such damage, then this Lease, at the option of the Tenant, may be terminated as of the date of such damage by providing a written notice of termination to the Landlord. If the Tenant does not elect to terminate the Lease, or if any damage by any of the above casualties, rendering the Premises wholly unfit, can be repaired within sixty (60) days thereafter, Landlord agrees to repair such damage promptly; and this Lease shall not be affected in any manner.
- b. If any portion of the Premises are so slightly damaged by any of the above casualties as not to be rendered wholly unfit for occupancy, Landlord shall repair the Premises promptly.

V. ACTION OF PUBLIC AUTHORITIES

- a. In the event less than a substantial part of the Premises shall be taken, condemned or sold for public or quasi-public use or purpose by or to any competent authority under any current or future law, then this Lease shall not terminate except as to the part taken. The Lease will terminate as to the part taken as of the date when title vests in any such authority. Tenant agrees that if the entire Premises, or the building of which tenant/controlled interior portion of the Premises are a part, or a substantial part thereof, shall be taken or condemned or sold for public or quasi-public use or to any competent authority, this Lease shall terminate as to the entire Premises as of the date when title vests in such authority. Tenant shall have no claim against Landlord and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any condemnation.

VI. AUTOMATIC EXTENSION

- a. The Lease Term will automatically renew each month upon the same terms and conditions contained herein unless either party provides written notice of intent to terminate Lease, which shall be provided in writing to the other party at least thirty (30) days prior to the end of the Lease Term.

VII. TITLE

- a. The Landlord specifically makes no warranties regarding title to the Premises and Landlord shall have no liability to Tenant for any defect in title to the Premises.

VIII. SURRENDER

- a. When this Lease shall terminate in accordance with the terms hereof, Tenant shall quietly and peaceably deliver possession of the Premises to Landlord, without notice from Landlord other than as may be specifically required by any provision of this Lease. Tenant shall deliver possession of the Premises in good order, repair, and condition as it was at the beginning of the Lease Term, except for reasonable wear and tear and loss, damage, or destruction caused by negligence of Landlord, its agents, employees, or invitees.

IX. NOTICE

- a. Any notice or demand required by the provisions of this Lease to be given to Landlord shall be deemed to have been given adequately if sent by Certified Mail to Landlord at the following address:

Mayor
Town of Occoquan
P.O. Box 195
Occoquan, VA, 22125

- b. Any notice or demand required by the provisions of this Lease to be given to Tenant shall be deemed to have been given adequately if sent by Certified Mail to Tenant at the following address:

Director of Parks, Recreation, and Tourism
Prince William County
14420 Bristow Road
Manassas, Virginia 20112

- c. Either party shall have the right to change its above designated address by giving to the other party fifteen (15) days' written notice of its intention to make such change and written notice of the newly designated address.

X. COVENANTS TO BIND RESPECTIVE PARTIES

- a. This Lease, and all of the agreements, covenants, and conditions contained herein, shall be binding upon Landlord and Tenant.

XI. ADDENDA

- a. Tenant shall provide utilities, custodial service and interior pest control throughout the Lease Term.

XII. SCOPE AND INTERPRETATION OF LEASE

- a. This Lease supersedes any prior or contemporaneous written or oral agreements between the parties and no part of this Lease may be amended, waived, or prematurely terminated except by a document signed by both parties. The laws of Virginia shall govern the validity, interpretation, performance, and information of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, in duplicate, and have caused their respective corporate seals or signatures to be hereto affixed.

LANDLORD: TOWN OF OCCOQUAN, VIRGINIA

BY: _____
Earnest W. Porta, Jr., Mayor

ATTEST: _____
Christopher Coon, Town Clerk

TENANT: PRINCE WILLIAM COUNTY

BY: _____
Seth Hendler-Voss, Director
Prince William County Department of Parks,
Recreation and Tourism

V:\Company\Town of Occoquan\Leases\Visitors Center\Visitor Center Lease Agreement att rev 3-13-19.docx

EXHIBIT 1

Requirements for Certified Tourist Information Center (CTIC)

- The requirements are effective September 1, 2010. Any center that is certified prior to the effective date of these requirements will be “grandfathered” into the program until the facility closes, relocates or fails to comply with the criteria under which it originally qualified.
- The Certified Tourist Information Center (the “CTIC”) must be open year-round a minimum of five (5) days per week, two of which should be Saturday and Sunday.
- Private businesses, attractions or other non-public entities are not qualified for certification unless they meet the criteria in item 4 below.
- The CTIC must be:
 - Owned, operated or contracted by either
 - A public entity (e.g. county, incorporated city, chamber of commerce, publicly elected or appointed board, etc.)
 - OR
 - Supported by a local visitor bureau, governing body, or visitors bureau which has jurisdiction over the locality in which the CTIC is located. The CTIC must obtain a letter of support from the supporting entity.
- The CTIC applicant must provide VTC a business plan demonstrating its ability to sustain long-term the operations of the proposed Center.
- The CTIC must be located in a convenient and accessible location for the ease of travelers. VTC will consider the location of the proposed CTIC relative to other nearby certified centers to avoid confusing the traveler.
- The CTIC must have access to parking areas and restroom facilities to accommodate visitors. There must be adequate restroom facilities for visitors, including accessible facilities for persons with disabilities.
- The CTIC must comply with all applicable laws concerning the provision of public accommodations without regard to age, race, religion, color, sex, national origin, or accessibility by the physically impaired.
- To qualify for highway signage, the CTIC must conform to the “Minimum Required Services for Supplemental Guide Signs” under VDOT’s supplemental signage program. It is the CTIC’s responsibility to request signage through VDOT. It is the CTIC’s financial responsibility for the cost of fabrication, installation and all future maintenance once approved for highway directional signage through VDOT.
- Any directional signs placed by the CTIC’s governing entity must clearly lead to the CTIC, and the CTIC itself must have a clearly visible exterior sign. All signage is the responsibility of the entity operating the facility. Any directional signage must comply with any federal, state and local laws, rules and regulations.
- The CTIC must display a variety of brochures and other literature providing information on destinations, attractions, localities, events, shopping, dining establishments and accommodations within the area/region the CTIC represents.
- The CTIC must display a variety of brochures or other literature on destinations, attractions, events, accommodations, localities and shopping across the state. The display should include at least one brochure or other piece of literature from all other CTICs. It is the responsibility of the CTIC to obtain this literature from the appropriate CTIC.
- The CTIC must display the Virginia Travel Guide provided by VTC and the Virginia Map provided by VDOT.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

3. Work Session Regular Agenda	Meeting Date: October 15, 2019
3 C: VRS Request Letter	

Explanation and Summary:

The adopted FY 2020 Budget contains funding for the completion of the actuarial study by the Virginia Retirement System (VRS) to determine the cost of providing retirement services for full-time Town staff. This study is necessary to provide cost information for inclusion in into the FY 2021 budget development process. The proposed cost for the study is \$1,850.

Cost and Financing: Not to exceed \$2,000

Account Number: 60420

Proposed/Suggested Motions:

“I move to authorize up to \$2,000 for the completion of the VRS actuarial study and authorize the Mayor to sign the request letter on behalf of the Town”.

OR

Other action Council deems appropriate

Attachments: (0)



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

2. Work Session Regular Agenda	Meeting Date: October 15 2019
2 A: Occoquan Police Department-SHIELD Program	

Explanation and Summary:

The Occoquan Police Department (OPD) SHIELD program is the platform between the community and the Occoquan Police Department that allows information to flow back and forth. Through the SHIELD program we keep our community and partners informed of upcoming events, new intelligence and crime information developing within the Town as well as within Prince William County and the Region as a whole.

Information is researched and transmitted directly to our partners by one of several methods:

- Presentations and briefings
- E-mail alert messages
- Activity postings via email
- SHIELD conferences

Within the OPD Shield Program crime prevention initiatives such as Business Watch and Neighborhood Watch will be coordinated, and trainings offered to citizens and businesses within the Town of Occoquan.

This presentation consisting of a PowerPoint will take about 15-20 minutes with a question and answer session afterwards.

Attachments: (0)