



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
Town Council Meeting
January 5, 2021 | 7:00 p.m.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
- 4. Consent Agenda**
 - a. December 1, 2020 Meeting Minutes
- 5. Mayor's Report**
- 6. Councilmember Reports**
- 7. Boards and Commissions**
- 8. Administrative Reports**
 - a. Town Manager/Administration
 - b. Town Attorney
- 9. Regular Business**
 - a. Request to Approve Timed Parking Plan
 - b. Request to Approve Draft RFP for 200 Mill Street (Visitor's Center)
 - c. Request to Authorize Occoquan Artisan Market Events
- 10. Adjournment**



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - DRAFT
Town Hall – 314 Mill Street, Occoquan, VA 22125
Tuesday, December 1, 2020
7:00 p.m.

Present: Mayor Earnie Porta; Vice Mayor Jenn Loges; Councilmembers Krys Bienia, Cindy Fithian, Laurie Holloway and Eliot Perkins

Absent: None

Staff: Kirstyn Jovanovich, Town Manager/Interim Town Clerk; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Adam Linn, Chief of Police; Deputy Chief Jason Forman; Julie Little, Events and Community Development Director

1. CALL TO ORDER

Mayor Porta called the meeting to order at 7:05 p.m. He noted that in accordance with Town ordinances Councilmembers Fithian and Holloway were participating remotely from their homes due to illness and injury, respectively.

2. PLEDGE OF ALLEGIANCE

3. CITIZENS' TIME

Betsy Merklein from Personally Yours reviewed the annual Untrim-A-Tree program she administers, which provides gifts to children during the holidays.

4. SPECIAL PRESENTATIONS

Prince William County Building Department Process Overview – Eric Mays, Prince William County Building Development Division Chief

Eric Mays and Ricky O'Connor (a supervisor of the County's building development project management program) provided a primer on how the County enforces the building code for the Town of Occoquan. He explained that the state construction code and the state building code are mandatory, while the building maintenance code is not. As a result, given the Town's size, in the absence of a separate, town-retained building official, enforcement of the construction code and the building code defaults to the County. Enforcement of the property maintenance code, however, does not automatically default to the County. Therefore, if the Town wishes the County to enforce the property maintenance code then the Town would need to request to enter into an arrangement with the County.

In response to questions from the Council, Mr. Mays noted that it is the practice of the County to rotate different inspectors on follow-up site visits, rather than re-send the initial inspector. This helps distribute workload equitably amongst the inspectors, ensures inspector expertise in different areas is appropriately applied (e.g. electrical, plumbing), and mitigates the likelihood that issues are missed. Mr. Mays indicated that it is uncommon that subsequent inspections identify something a prior inspector has missed. Much more common is that an issue was identified in an earlier report and remains unfixed, or subsequent activity has generated new issues.

Ricky O'Connor described the services offered to small businesses by the building development management program.

5. CONSENT AGENDA

- a. October 20, 2020 Work Session Minutes
- b. November 4, 2020 Regular Meeting Minutes

Motion to approve the items on the consent agenda.

Moved by Councilmember Perkins, seconded by Vice Mayor Loges.

Motion **passed** unanimously by voice vote.

6. MAYOR'S REPORT

Mayor Porta thanked staff for installing the audiovisual equipment in Town Hall and thanked councilmembers Holloway, Perkins, and Bienia, and Vice Mayor Loges for their assistance in decorating the Town tree (he noted that Councilmember Fithian was ill, but present in spirit).

Mayor Porta briefly reported the following items:

(a) he and the Town Manager attended an online meeting on 11/10/20 with PWCSA regarding the latter's planned pipeline river crossing project, which will begin sometime over the next couple of years; (b) he attended a ribbon cutting for Man Overboard on 11/11/20; (c) he thanked Ms. Little and staff, as well as Councilmember Bienia for their organization and staffing of Turkey Trivia Night on 11/13/20; (d) thanked Town staff, Councilmember Holloway and Vice Mayor Loges for their participation in the Town Hall tree lighting on 11/20/20. Mayor Porta also noted that he had received the draft contract from ParkMobile for the use of spaces at Ebenezer Baptist Church and that he was forwarding it to the Town Attorney for review.

Mayor Porta also asked about the status of the gas light adapters and timed parking equipment. Chief Linn reported that some work is still needed to make the adapters work suitably and that the timed parking equipment is expected next week.

Mayor Porta then introduced the subject of the proposed timed parking program for discussion, noting that he had circulated a set of FAQs to both the Council and the Merchants Guild leadership for comment. The Mayor recognized Betsy Merklein of the Merchants Guild to speak on the subject. On behalf of the Guild she encouraged the Council to continue to consider 4-hour, rather than 3-hour, street parking, as well as the addition of some 8-hour spots at the northwestern end of Town. Mayor Porta assured Ms. Merklein that these items were still under consideration, noting that he did not believe there was yet consensus on these matters at the Council level. He indicated that it was his hope that the Council could make final decisions on the program at the first meeting in January and make adjustments as needed at the January work session. Councilmembers discussed the origin of the 3-hour element of the timed parking proposal and the relative advantages and disadvantages of having data from the timed parking equipment available before full implementation of the program. Ms. Konwin was recognized to speak and noted the importance of the decision to the livelihood of business owners.

7. COUNCILMEMBER REPORTS

Vice Mayor Loges noted that on 11/4/20 she met with Chief Linn regarding the noise ordinance and related implementation issues given recent state legislation. She also noted that she had her first regular meeting with the Town Manager on 11/4/20.

8. BOARDS AND COMMISSIONS

Ms. Seefeldt, chair of the ARB, requested that Town incorporate information about sign regulations in any packets of explanatory information sent out to businesses regarding services that the County building inspector makes available.

Mayor Porta asked for unanimous consent to add to the agenda appointment of the Council representative to the ARB. There was no objection. Vice Mayor Loges **moved** appointment of Councilmember Fithian as Council representative on the ARB. Councilmember Holloway seconded. Motion **passed** unanimously by voice vote.

9. ADMINISTRATIVE REPORTS

a. Town Manager

The meeting agenda included a written report from the Town Manager. Ms. Jovanovich acknowledged Chief Linn and his team for their work in installing the audiovisual equipment. She also remarked that she has noticed an increase in unpermitted banners in Town and is taking steps to address them by educating the relevant parties.

Mayor Porta asked if future Engineer's reports could reflect (i) the activity of GMU students regarding Boundary Branch, and (ii) the trail work done at Tanyard Hill Park. He also asked for some detail on the type of illegal activity that has been reported taking place in River Mill Park. Chief Linn noted that the "illegal" activity in River Mill Park is predominantly people simply being in the park after dark. Mayor Porta also asked about a recent police report regarding marijuana use that the police indicated they could no longer take action on because of recent legislation. Chief Linn explained that police essentially had to witness illegal use now in order to take action.

Vice Mayor Loges posed a follow-up question regarding marijuana use, asking if the circumstances for enforcement are different if a minor is present. Chief Linn noted that use by minors is still prohibited, but is generally not being prosecuted by the Commonwealth's Attorney. Councilmember Bienia asked if disturbing neighbors with marijuana use enabled enforcement. Chief Linn responded that he would need to review the issue.

Vice Mayor Loges asked Chief Linn questions regarding graffiti and how best to have it removed. She also asked the Town Manager about the status of (i) directional signage, (ii) the RFP for the former Visitors Center building, (iii) the permitting process for amplified music under the recently-adopted noise ordinance, (iv) the timing of comprehensive plan review, and (v) plans for budget preparation. Ms. Jovanovich responded that with the press of other business staff had not yet had an opportunity to address signage, the Visitors Center RFP, and the permit procedures for amplified music, but would be doing so early in the new calendar year. In addition, she noted that she will be beginning the budget preparation process in January. Councilmember Perkins will lead the Planning Commission's review of the Comprehensive Plan.

Councilmember Holloway noted that Lt. Foreman has been promoted to the position of Deputy Chief. In response, Chief Linn reviewed the structure of the Town police force. Councilmember Fithian asked about the status of trash and recycling containers at the kayak launch ramp. Ms. Jovanovich indicated that it is in process.

b. Town Attorney

The meeting agenda included a written report from the Town Attorney.

10. REGULAR BUSINESS

a. Request to Approve Updates to the Town Administrative Manual

Ms. Jovanovich explained that the updates focused on clarifying retirement and leave benefits. Vice Mayor Loges asked about the Town Clerk and Events Director positions being exempt positions. The Town Attorney confirmed that this status is appropriate for these positions. Vice Mayor Loges also asked that in the future the Town consider making a floating holiday available for staff.

Motion to approve the update to the Town Administrative Manual, contingent on final review by the Town Attorney.

Moved by Vice Mayor Loges; seconded by Councilmember Bienia. Motion **passed** unanimously by voice vote.

11. DISCUSSION ITEMS

a. Preliminary Planimetric Survey/Draft Striping Plan

Mr. Reese reviewed the preliminary planimetric survey/draft striping plan and responded to questions from the Council. This included a discussion of the potential reasons for parking space count differences between this survey and the parking study from 2017. Mayor Porta proposed that the Council make decisions about (i) space width, (ii) one-way traffic on Commerce Street, and (iii) changing additional spaces to angled parking, at its February meetings in order to meet VDOT's spring deadline for including re-paving in its FY 2022 plan. Staff was directed to bring a recommendation to the Council at the February meeting covering all of these issues, including areas outside of what is included in the survey (e.g. along Mill Street outside of the historic district).

b. Town Charter Update

The Town Attorney noted several items in the Town Charter that would benefit from an update and the process for doing so. After discussion the Mayor noted that it was extremely unlikely that the Town could find a patron in the General Assembly for the necessary action at this late date, given the limits on the number of bills delegates can propose. Consequently, the Council agreed to defer to a later date pursuing such changes. In the meantime, staff was directed to draft proposed changes for review at their discretion when the business load permits, with a particular focus on updating the administrative structure and removing provisions that would now obviously be unconstitutional.

12. ADJOURNMENT

The meeting was adjourned at 9:57 p.m.

Kirstyn Jovanovich
Town Manager/Interim Town Clerk



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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Krys Bienia
Cindy Fithian
Laurie Holloway
Eliot Perkins

TOWN MANAGER
Kirstyn Jovanovich

TO: The Honorable Mayor and Town Council

FROM: Kirstyn Jovanovich, Town Manager

DATE: January 5, 2021

SUBJECT: Administrative Report

This is a monthly report to the Town Council that provides general information on departmental activities including administration, public safety, engineering, zoning and building, public works and events.

Administration

- **Coronavirus Updates:** Staff is continuing to monitor the impacts of the COVID-19 pandemic and adjusting events and services as appropriate and necessary to adhere to Health Department and CDC guidelines for the safety of our employees and community.
- **CARES Act Funding Deadline:** The new COVID-19 legislation recently approved includes an extension for use of the CARES Act funds. The deadline for use of CARES Act funds has been extended from December 30, 2020 to December 31, 2021. No new funds are expected. Staff is evaluating available funds from current disbursements and will make a recommendation to Council on use at a future Council meeting.
- **Parking Enforcement Training:** Staff participated in training on the new parking enforcement equipment, including back-house financial training.
- **A/V Equipment:** Staff is continuing to work with the A/V contractor to complete the install of the A/V equipment in Town Hall. Delays are due to availability of equipment. Completion is expected by February.
- **Electronic Council Packets:** In an effort to further support remote operations, future Council agenda packets will be provided electronically and no longer in hard-copy format. Equipment will be provided to Council at the January 5 meeting.
- **Signage:** Town staff is developing signage guidelines in an effort to streamline and create conformity for town signage throughout town. Recently Council-approved signage for the Kayak Ramp and public parking is in development.
- **Kayak Ramp:** Per previous Council direction, staff is planning a spring Kayak Ramp ribbon cutting. Staff is working on closing out the project with the contractor.
- **The Mill at Occoquan Project:** A resubmission of the Mill at Occoquan's Preliminary Site Plan and Special Exception Requests was received in November. Staff is completing its Staff Report and is working toward scheduling the Public Hearing with the Planning Commission. More information will be available on the Town's website at www.occoquanva.gov when the meeting is set, including application materials.

- **Amplified Music Permit:** Development of the amplified music permit now required by the recently adopted Sound Ordinance is under development, including educational materials.
- **FY2022 Budget and Financial Reports:** The FY2022 Budget process is scheduled to begin at the January 19, 2021 meeting with a priority setting discussion with the Town Council. Financial reports for FY2021 through November 30, will be provided as part of the discussion.
- **Striping Plan:** Staff is preparing a revised plan for discussion at the February meeting regarding the proposed striping plan.
- **Town Clerk Position:** The position announcement for Town Clerk remains open and applications are still being accepted.
- **Town Treasurer Position:** We are continuing to temporarily contract the Treasurer position, with anticipation for a permanent replacement once the Town Clerk position is filled.

Engineering

ACTIVE ITEMS:

- **Kayak/Canoe Launch – no change from last report:** Work completed, and ramp useable. Working toward project close-out.
- **FEMA Flood Insurance Rate Map (FIRM) - update from last report:** Minor changes suggested on stream names. Will be working with PWC for community notification.
- **Historic District Parking Exhibit – update from last report:** Planimetric mapping completed and exhibit created. Reviewing previous parking studies for comparison to recent survey. Parking options to be discussed at future Council meeting, leading to a striping plan for VDOT after input on parking options.
- **DEQ review of Town’s Chesapeake Bay Preservation Ordinances – update from last report:** Town Engineer working with DEQ to review current ordinances for possible changes to accommodate updates. Last review ten years ago. DEQ to schedule site visit during January, 2021.
- **Mill Street Crosswalk Improvement Plan by VDOT – update from last report:** Site plans approved by Council and approved by VDOT – Mayor and Town Engineer to sign approved plans.
- **Kiely Court Project –no change from last report:** Land Disturbance Permit issued - construction commenced. Zoning permits have been issued for both houses. Town staff continues to monitor erosion and sediment controls and parking on/near job site.
- **Rivertown Overlook Project – no change from last report:** Land Disturbance Permit issued – construction proceeding.
- **Mill at Occoquan –update from last report:** Revised preliminary site plan and Special Use Permit applications re-submitted November 6, 2020, and deemed complete – staff report issued December 18, 2020, and included comments from VDOT and PWCSA. Adjustments to plan resulting from addressing comments to be reviewed by staff for final report week of January 8, 2021.
- **Boundary Branch – update from last report:** George Mason University students presented senior design project to faculty – report of optional solutions to existing culvert crossing under VDOT road requested.

INACTIVE ITEMS (no action/monitoring pending):

- **Vantage Point BMP maintenance – no change from last report:** Bid received from Total Development Solutions (\$38,730). Lynn property – re-inspected with calculations on channel capacity and protective lining. Town Engineer evaluated runoff onto downstream property

and prepared channel improvement plan for owner.

- **Boundary Branch - no change from last report:** Meeting on site with VDOT to review options for Poplar Lane crossing of Boundary Branch - VDOT providing possible options, which may include George Mason University students. Also inspected erosion issues at Mill Cross Lane and provided possible costs to correct. Boundary Branch, Vantage Point BMP - various stormwater issues throughout Town.
- **Tanyard Hill Park (Oaks III) - update from last report**
 - Approved by PWC BOS 5/15/18 with revised proffers
 - Trails marked and blazed on site
 - Use as park and open space - trails and Stormwater Pond shown on GDP
 - Plat vacating lot line when site plan needed - NRA to review first
 - Access to potential parking lot for trail head allowed off Tanyard Hill
 - Reserve ROW along Tanyard Hill and Old Bridge Roads
 - Use LID as part of any development
 - Pay \$75 per acre zoned (4.229 acres)

Zoning Administrator

A. The following is a list of **zoning reviews** from November 24 to December 27, 2020:

	Zoning Application #	Property Address	Activity
1	TZP2020-035	301 Commerce St. Unit A	Aesthetic Services/Personal Skincare
2	TZP2020-036	152 Washington St.	Replace Gas Furnace

B. The following is a list of **new violation letters** from November 24 to December 27, 2020:

	Property Address	Violation	Town Action

C. The following is a list of **active/previous violations** from November 24 to December 27, 2020:

	Property Address	Violation	Town Action
1.	Berrywood	Trash Enclosure not present	3 rd Certified Letter Sent 7/25/19, TM working with owner
2.	104 W Locust St.	Windows removed	Letter Sent on 9/1/2020, Property posted, debris removed; owner contacted and will replace windows by mid-January

D. The following is a list of **plan reviews** from November 24 to December 27, 2020:

	Plan Name	Plan Number	Plan Date	Plan Preparer
1	The Mill at Occoquan	PSP2018-01; SE2018-01 SE2018-02, SE2018-03	11/2020	J2 Engineers, Inc.

Building Official

Please see the attached monthly report provided by Prince William County providing information on permits within the Town of Occoquan. Below are status notes related to permits issued two or more years ago as of December 22, 2020.

Permit No.	Address	Type	Status	Issue Date	Note
BLD-2019-00547	402 Fortress Way	Building	Issued	07/30/2018	No inspections have been made.
GAS2019-00432	270 Gaslight Landing Ct	Gas	Issued	9/20/2018	No inspections have been made.
BLD2018-04471	313 Mill Street	Building	Issued	02/23/2018	No inspections have been made
BLD2014-05879	1441 Occoquan Heights Ct	Building	Issued	04/25/2014	Footing Inspection Approved 5/5/2014
BLD2018-02753	113 Poplar Lane	Building	Finaled	12/07/2017	Final Approved 12/4/2020
ELE2018-02286	113 Poplar Lane	Electrical	Finaled	12/07/2017	Final Approved 12/9/2020
ELE2019-00599	113 Poplar Lane	Electrical	Finaled	08/15/2018	Final Approved 12/18/2020
GAS2018-01390	113 Poplar Lane	Gas	Finaled	01/16/2018	Final Approved 12/4/2020
BLD2018-04008	199 Union Street	Building	Issued	01/31/2018	No inspections have been made
PLB2018-01862	199 Union Street	Plumbing	Issued	01/31/2018	450 Final Inspection rejected on 4/12/2018
PLB2018-02373	411 Union Street	Plumbing	Issued	03/23/2018	404 Sewer Lateral Inspection approved on 3/29/2018
BLD2019-00785 ELE2019-00643 PLB2019-00381	131 Washington Street	Building Electrical Plumbing	Issued	08/13/2018	198 Combination concealment rejected on 9/18/2018
PLB2018-01956	103 West Locust Street	Plumbing	Issued	02/08/2018	No inspections have been made
Various	426 Mill Street 430 Mill Street	Various	Issued	Various	Kiely Court Project - in progress
Various	1551 - 1556 Rivertown Place	Various	Issued	Various	Rivertown Overlook Project - in progress

Public Safety

Departmental Goals

Goal 1: Provide for the public safety of the persons and property of the residents, businesses, and visitors of the Town of Occoquan.

Goal 2: Promote a professional and accountable police department.

Goal 3: Promote safe roads and sidewalks in the Town of Occoquan.

Current Initiatives

Continued the Calls for Service police coverage and COVID-19 response in Town. Working with town officials and police officers to increase patrols and visibility during peak calls for service times and times related to COVID-19 activities. Directed patrols during business hours. Continued community policing and safe sidewalks. Increased speed enforcement on Washington Street and Union Street/Tanyard Hill Road as a result of increased complaints/requests. Continued DMV selective enforcement grants to address impaired driving, reduce accidents, and increase pedestrian safety.

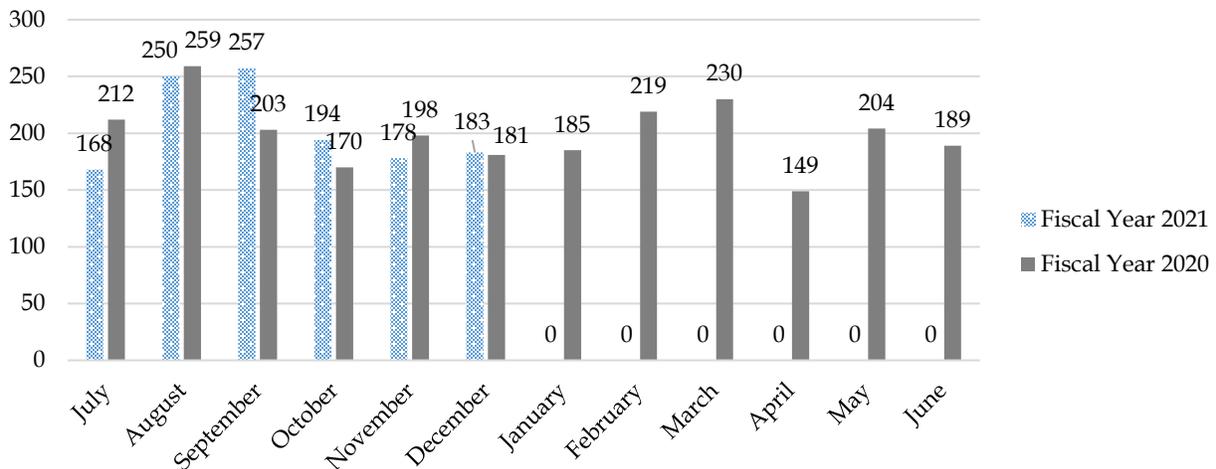
Community Relations

Provided visibility patrol during Town events in River Mill Park. Provided patrol and visibility for COVID-19. Provided visibility patrol during Christmas and holiday shopping.

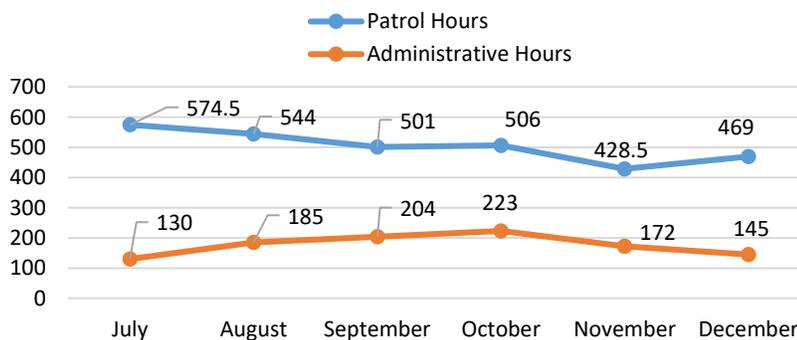
Patrol and Enforcement Activities

As of December 27, in the month of December, the Town Police had 78 non-traffic calls for service, with 11 suspicious persons/vehicle calls, 11 vehicle accident/disabled calls, 5 reports of theft from auto/auto tampering calls, 4 roadway obstruction calls, 2 disorderly/assault in progress calls, 2 drug complaints, 2 medical assists/DOA calls, 2 domestic calls, multiple service/assist calls, made 3 arrests, issued 183 traffic summonses, 6 parking violations, and 93 warnings.

Traffic Summonses FYTD (GRAPH)

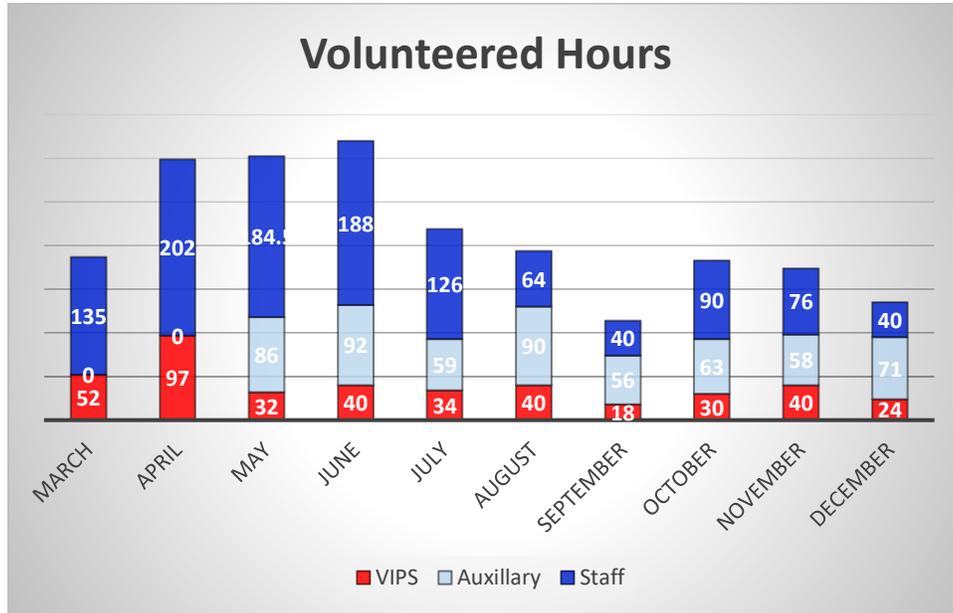


Patrol/Administrative Hours FYTD (GRAPH)



Volunteer in Police Service

Since March 2020, our volunteer in police service (VIPS) members, auxiliary police officers, and paid police staff have donated a total of 2,127.5 uncompensated hours to the Town. Below is a list of volunteer hours (uncompensated time) provided by our VIPS members, auxiliary police officers, and paid police staff:



Public Works

Weekly Activities

The Public Works Department engages in the following weekly maintenance activities:

WEEKLY MAINTENANCE ACTIVITIES								
Activity	Status							Notes
	Mon	Tue	Wed	Thur	Fri	Sat	Sun	
Trash Collection	✓	✓	✓	✓	✓	✓	✓	Done Daily
Street Sweeping	✓		✓		✓			Done Mon/Wed/Fri
Check/Repair Gaslights			✓		✓			Due Wed/Fri
Check/Repair Street Banners	✓		✓		✓			Due Mon/Wed/Fri
Clean Trashcan Lids					✓			Due Friday
Check/Replace Doggie Bags					✓			Due Friday
Check Storm Water Drains					✓			Due Friday
Clean River Mill Park Restrooms	✓	✓	✓		✓	✓	✓	Due Mon/Wed/Fri (COVID- daily)
Clean RMP Restrooms/Contractor	✓			✓				Due Mon/Thur
Check Tanyard Hill Park		✓		✓				Due Tue/Thur
Brick Sidewalk Review/Repair								See Brick Replacement Schedule
Check/Replace Flags					✓			Due Friday
Annex Cleanup	✓	✓	✓	✓	✓	✓	✓	Due Daily
Review/Clean Dumpster Area	✓				✓			Due Mon/Fri
Confirm Trash Contractor	✓				✓			Due Mon/Fri
Water Flowers	✓		✓		✓			Due Mon/Wed/Fri
Open Bathrooms	✓	✓	✓	✓	✓	✓	✓	Done Daily

Upkeep and Maintenance Projects

Since March 2020, the Public Works Department has a total of 128 projects within its work portfolio. Of those projects, all have been completed except nine projects that are still in progress and ten projects that have not yet started. The below chart outlines the status of the remaining projects and projects completed since the last report:

Projects				
Project Title	Status			Notes
	Not Started	In Progress	Completed	
Town Hall Bathroom Remodel	√			Project on hold pending funding
Town Hall Kitchen Remodel	√			Project on hold pending funding
Trim Trees on Mill St		√		11/23: Single tree remaining at Mill and Union
Trim Trees on Commerce St			√	
Paint Door and Repair Windows on Old Pump house Building		√		Waiting on direction of painting
Replace Exterior Lights on River Mill Bathroom	√			Project on hold pending funding
Repair Town Hall Eve Damage due to Tree that was Removed		√		06/15: Reviewed damage and requesting repair quotes 06/22: Attempting to find contractor to complete work 11/23: Still looking for contractors to complete work
Build Desk Extension for Town Hall Dias			√	
Stain Town Hall Dais and Accessories		√		
Cut and Paint LOVE sign for River Mill Park (For artist to paint)		√		06/22: Placed on hold per Julie and Artist 08/31 Requested to restart project 11/23: Put on Hold due to Holidays
Paint Alley Way Sign Poles	√			Waiting for Spring 2021
Repair/Replace hazardous boards on Boardwalk		√		Boards behind Gaslight Landing repaired. Replacement needs to be discussed.
Replace Mirror by Union St. & Poplar Alley	√			Waiting to discuss with TM
Get estimates for gutter covers for town buildings	√			06/29: Contacting vendors for quotes 07/06: Only one quote received 07/13: Completing work in-house. 08/03: Moving to "Not Started" category-Pending funding
Fix table bench on Town Boardwalk	√			Project on hold pending funding
Add rip-wrap (rock) under parking area in front of Kayak Ramp			√	
Clean Lower Level Emergency Exit Stairs at Town Hall		√		08/03: Stairwell cleaned out. Need electrician to fix pump in the stairwell 08/10: Need to replace well pump cap
Discuss Entrance "Town" signage on FFX side of Footbridge	√			
Cut back over-growth at Tanyard and Old Bridge to make OCQ Sign more visible	√			
Footbridge Repair and Inspection		√		VDOT contacted and has been placed on schedule
Organize River Mill Park lower building - storage		√		
Renovate Town Manager Office	√			
Place Custom Bricks near River Mill Park			√	
Paint Planters at Kayak Ramp	√			Waiting on weather

Brick Installation and Maintenance Projects - Below is the status of the replacement and maintenance of sidewalk bricks:

Location	Status		
	Not Started	In Progress	Completed
Corner by Post Office (Mill & Washington)		√	
206 Mill St. (Details)		√	
Town Hall		√	
Loft Gallery/Elements			√
Bottle Stop			√
Mamie Davis Park (in front - Mill St.)		√	
Mamie Davis Park (in park)		√	
Museum Area			√

Events and Community Development

HolidayFest, November 20 – December 13, 2020 Recap

HolidayFest was a hybrid event that spread across three weeks and included a passport shopping experience and raffle/giveaway for patrons. HolidayFest celebrated the unique character of the town as the best part of living, dining, and shopping in Occoquan and embraced our general small-town experience. Based on December 10, 2020 changes to Virginia gathering guidelines, the holiday market and trivia night were canceled and the Fireside Family night was reformatted. We successfully held the tree lighting and virtual gingerbread house contest and supported the Merchant Guild’s passport contest and online gift market, and promoted shop small weekend.

- **Gingerbread contest:** Nine entries competed in three categories. Judging was done online on Facebook. Winners received a \$25 gift certificate.
- **Fireside Family Fun:** Originally planned to be a one-day event, gathering restrictions necessitated some reformatting which included multiple seatings for Visits with Santa as well as readings for *A Christmas Carol*. To control gathering numbers, an event was created on EventBrite and a \$5 fee was charged per ticket with a limit of 25 per seating. Families were invited to sit in distanced picnic circles in the park. Nearly 200 patrons were able to enjoy these festivities over the course of the weekend in 11 separate seatings. Adult beverages and snacks were available for purchase in the park all weekend by Patriots for Disabled Divers.

Planning for 2021

The Merchants Guild and Town staff will continue to partner on major tourism events for 2021. The team is cautiously optimistic about events for the new year and are working to expand an event model developed in 2020 where events will take place over a week or more rather than one day only.

2021 Tentative Schedule of Events		
February 5 - 14		ChocolateFest
February 12	6:30-8:30pm	Trivia Night TBD
March 26	6:30-8:30pm	Trivia Night
March 26-April 3		Peep Show and Contest

April 23	6:30-8:30pm	Trivia Night
May 8 & 9		Occoquan Artisans Market 1
May 15	7pm	Music on Mill concert
May 21	6:30-8:30pm	Trivia Night
June 5 & 6		Occoquan Artisans Market 2
June 19	7pm	Music on Mill concert
June 25	6:30-8:30pm	Trivia Night
July 10 & 11		Occoquan Artisans Market 3
July 17	7pm	Music on Mill
July 23	6:30-8:30pm	Trivia Night
August 6	8pm	Movie Night TBD
August 13-22		Discover Occoquan Week
August 21	7pm	Music on Mill
August 27	6:30-8:30pm	Trivia Night
September 4		Theatre in the Park TBD
September 17	6:30-8:30pm	Trivia Night
September 25 & 26		RiverFest or Occoquan Artisans Market 4
October 15	6:30-8:30pm	Trivia Night
October 23 & 24		Occoquan Artisans Market 5 TBD
October 29 & 30		Haunted Maze
October 30	10am-12pm	Costume Parade and Contest
November 12	6:30-8:30pm	Trivia Night
November 19	8pm	Tree Lighting
November 20 & 21		Occoquan Artisans Market 6 TBD
Nov 19- Dec 12		HolidayFest

- **ChocolateFest-February 5 - February 14, 2021:** Occoquan’s traditional one-day Chocolate Walk becomes a ten-day ChocolateFest this year. This refreshed event will feature in-person and virtual activities and a chance to win an Occoquan Romantic Getaway package, estimated to be worth \$1000. Additional activities include a Facebook Live shopping event and Trivia Night. Local merchants will be hosting workshops, demonstrations, and tutorials both online and in-person.
- **Occoquan Artisans Markets:** Staff is recommending reformatting the Spring 2021 Craft Show to three smaller Occoquan Artisans Markets in May, June and July, 2021.

**Town of Occoquan - Permit Report
December 2020**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date	Sq Feet	Valuation	City
BLD2019-03820	206 COMMERCE ST	ANTENNA MOUNTED TO POLE IN TOWN O	Building	Pending	C - Alteration/Repair			0.00	\$16,000.00	OCCOQUAN
ELE2021-02602	303 COMMERCE ST	**BCE2021-00158** ALTERATION/REPAIRS	Electrical	Pending	C - Alteration/Repair			0.00	\$1,500.00	OCCOQUAN
ELE2021-01247	116 EDGEHILL DR	MASTER BATH REMODEL - NO BLD	Electrical	Issued	R - Alteration/Repair	09/16/2020		0.00	\$500.00	OCCOQUAN
PLB2021-00707	116 EDGEHILL DR	MASTER BATH REMODEL - NO BLD	Plumbing	Issued	R - Alteration/Repair	09/16/2020		0.00	\$500.00	OCCOQUAN
BLD2019-00547	402 FORTRESS WAY	KITCHEN RENOVATION TO CONDO UNIT -	Building	Issued	C - Alteration/Repair	07/30/2018		0.00	\$16,000.00	OCCOQUAN
GAS2019-00432	270 GASLIGHT LANDING CT	ALTERATION/REPAIRS TO REPLACE HVAC	Gas	Issued	C - Alteration/Repair	09/20/2018		0.00	\$4,751.00	OCCOQUAN
ELE2021-01246	93 HERON LN	MASTER BATH REMODEL - NO BLD	Electrical	Issued	R - Alteration/Repair	09/16/2020		0.00	\$500.00	OCCOQUAN
PLB2021-00706	93 HERON LN	MASTER BATH REMODEL - NO BLD	Plumbing	Issued	R - Alteration/Repair	09/16/2020		0.00	\$500.00	OCCOQUAN
BLD2021-00926	125 MILL ST	TLO FOR HAVANNA BOUTIQUE LLC - FURN	Building	Finald	C - Tenant Layout	10/01/2020	10/21/2020	762.00	\$3,200.00	OCCOQUAN
PLB2020-00752	201 MILL ST	CAPPING THE WATER SERVICE	Plumbing	Issued	C - Alteration/Repair	10/01/2019		0.00	\$300.00	OCCOQUAN
BLD2018-04471	313 MILL ST	PARTIAL ROOF REPAIR DUE TO WATER D	Building	Issued	C - Alteration/Repair	02/23/2018		800.00	\$10,000.00	OCCOQUAN
BLD2018-02969	426 MILL ST	*SEE NOTE* LOT SPECIFIC SFD - KIELY R	Building	Issued	R - New Single Family Dwel	10/22/2019		3,056.00	\$100,000.00	OCCOQUAN
BLD2018-05964	426 MILL ST	RETAINING WALL	Building	Issued	R - Retaining Wall	10/09/2018		0.00	\$20,000.01	OCCOQUAN
BLD2019-04458	426 MILL ST	** SEE NOTE ** SHEETING/SHORING PERM	Building	Issued	R - Retaining Wall	04/15/2019		0.00	\$7,500.00	OCCOQUAN
ELE2021-02568	426 MILL ST	HOUSE ELECTRICAL	Electrical	Issued	R - New Single Family Dwel	12/04/2020		3,056.00	\$16,000.00	OCCOQUAN
GAS2021-00350	426 MILL ST	1 gas fireplace, 1 gas furnace, 1 gas range, 1	Gas	Issued	R - New Single Family Dwel	08/31/2020		2,750.00	\$3,000.00	OCCOQUAN
MEC2021-00780	426 MILL ST	hvac and ductwork install	Mechanical	Issued	R - New Single Family Dwel	10/08/2020		1,200.00	\$5,500.00	OCCOQUAN
PLB2021-00537	426 MILL ST	water and sewer	Plumbing	Issued	R - New Single Family Dwel	08/31/2020		2,750.00	\$4,500.00	OCCOQUAN
BLD2018-02984	430 MILL ST	*SEE NOTE* KIELY RESIDENCE - LOT SPEC	Building	Issued	R - New Single Family Dwel	04/15/2019		3,468.00	\$100,000.00	OCCOQUAN
BLD2018-05963	430 MILL ST	RETAINING WALL MAX HEIGHT 9'6"	Building	Issued	R - Retaining Wall	10/09/2018		570.00	\$20,000.01	OCCOQUAN
ELE2020-04159	430 MILL ST	HOUSE ELECTRICAL	Electrical	Issued	R - New Single Family Dwel	04/07/2020		3,468.00	\$15,000.00	OCCOQUAN
GAS2021-00349	430 MILL ST	1 gas fireplace , 1 gas range , 1 gas stove , 1	Gas	Issued	R - New Single Family Dwel	08/31/2020		2,750.00	\$3,000.00	OCCOQUAN
MEC2021-00002	430 MILL ST	DUCTWORK AND HVAC INSTALL	Mechanical	Issued	R - New Single Family Dwel	08/26/2020		3,468.00	\$1,200.00	OCCOQUAN
PLB2021-00536	430 MILL ST	water and sewer	Plumbing	Issued	R - New Single Family Dwel	08/31/2020		3,468.00	\$4,500.00	OCCOQUAN
BLD2020-02847	1604 MOUNT HIGH ST	20 X 24 FRONT YARD OPEN DECK W 2 X 4	Building	Issued	R - Addition	11/26/2019		480.00	\$3,500.00	WOODBRIDGE
BLD2014-05879	1441 OCCOQUAN HEIGHTS	DECK	Building	Issued	R - Addition	04/25/2014		288.00	\$6,700.00	OCCOQUAN
BLD2018-02753	113 POPLAR LN	{{FDG}}36' x 18' INGROUND POOL	Building	Finald	R - Swimming Pool	12/07/2017	12/04/2020	648.00	\$60,000.00	OCCOQUAN
ELE2018-02286	113 POPLAR LN	}}FDG 36' x 18' INGROUND POOL	Electrical	Finald	R - Swimming Pool	12/07/2017	12/09/2020	648.00	\$6,000.00	OCCOQUAN
ELE2019-00599	113 POPLAR LN	Install circuits, fixtures, and receptacles	Electrical	Finald	R - Alteration/Repair	08/15/2018	12/18/2020	3,550.00	\$2,200.00	OCCOQUAN
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to Fire	Gas	Finald	R - Swimming Pool	01/16/2018	12/04/2020	0.00	\$2,000.00	OCCOQUAN
BLD2018-04392	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 F	Building	Issued	R - New Townhouse	03/22/2018		2,754.00	\$45,000.00	OCCOQUAN
ELE2019-04221	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 F	Electrical	Issued	R - New Townhouse	04/29/2019		2,754.00	\$45,000.00	OCCOQUAN
GAS2019-00596	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 F	Gas	Issued	R - New Townhouse	10/22/2018		2,754.00	\$1,000.00	OCCOQUAN
MEC2019-01181	1551 RIVERTOWN PL	INSTALL NEW HVAC	Mechanical	Issued	R - New Townhouse	11/20/2018		2,754.00	\$5,500.00	OCCOQUAN
PLB2019-00861	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 F	Plumbing	Issued	R - New Townhouse	10/22/2018		2,754.00	\$10,000.00	OCCOQUAN
BLD2018-04390	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 F	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
GAS2019-00603	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 F	Gas	Issued	R - New Townhouse	10/22/2018		3,246.00	\$1,000.00	OCCOQUAN
PLB2019-00870	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 F	Plumbing	Issued	R - New Townhouse	10/22/2018		3,246.00	\$10,000.00	OCCOQUAN
BLD2018-04393	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553	Building	Issued	R - New Townhouse	03/22/2018		2,790.00	\$45,000.00	OCCOQUAN
ELE2019-04222	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553	Electrical	Issued	R - New Townhouse	04/29/2019		2,790.00	\$45,000.00	OCCOQUAN
GAS2019-00598	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553	Gas	Issued	R - New Townhouse	10/22/2018		2,790.00	\$1,000.00	OCCOQUAN
MEC2019-01193	1553 RIVERTOWN PL	INSTALL NEW HVAC SYSTEM	Mechanical	Issued	R - New Townhouse	11/21/2018		2,790.00	\$5,500.00	OCCOQUAN
PLB2019-00864	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553	Plumbing	Issued	R - New Townhouse	10/22/2018		2,790.00	\$10,000.00	OCCOQUAN
BLD2018-04376	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 F	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
GAS2019-00601	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 F	Gas	Issued	R - New Townhouse	10/22/2018		3,246.00	\$1,000.00	OCCOQUAN
PLB2019-00869	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 F	Plumbing	Issued	R - New Townhouse	10/22/2018		3,246.00	\$10,000.00	OCCOQUAN
BLD2018-04394	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555	Building	Issued	R - New Townhouse	03/22/2018		2,754.00	\$45,000.00	OCCOQUAN
ELE2019-04220	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555	Electrical	Issued	R - New Townhouse	04/29/2019		2,754.00	\$45,000.00	OCCOQUAN
GAS2019-00599	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555	Gas	Issued	R - New Townhouse	10/22/2018		2,754.00	\$1,000.00	OCCOQUAN
MEC2019-01194	1555 RIVERTOWN PL	INSTALL NEW HVAC	Mechanical	Issued	R - New Townhouse	11/21/2018		2,754.00	\$5,500.00	OCCOQUAN
PLB2019-00865	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555	Plumbing	Issued	R - New Townhouse	10/22/2018		2,754.00	\$10,000.00	OCCOQUAN
BLD2018-04375	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 F	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
GAS2019-00600	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 F	Gas	Issued	R - New Townhouse	10/22/2018		3,246.00	\$1,000.00	OCCOQUAN
PLB2019-00867	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 F	Plumbing	Issued	R - New Townhouse	10/22/2018		3,246.00	\$10,000.00	OCCOQUAN
BLD2018-04008	199 UNION ST	UPDATE AND REPAIR BATHROOM IN RENT	Building	Issued	C - Alteration/Repair	01/31/2018		64.00	\$1,000.00	OCCOQUAN
PLB2018-01862	199 UNION ST	INTERIOR RENOVATIONS TO LAUNDRY AN	Plumbing	Issued	C - Alteration/Repair	01/31/2018		25.00	\$4,000.00	OCCOQUAN
ELE2019-00426	201 UNION ST	//HXF RESTURANT - TLO - NEW KITCHEN, I	Electrical	Issued	C - Tenant Layout	05/15/2019		1,242.00	\$75,000.00	OCCOQUAN
FPP2020-00671	201 UNION ST	FPP FOR RANGE HOOD	Fire Protection Permit	Issued	Hood System	03/19/2020		1,242.00	\$75,000.00	OCCOQUAN
GAS2019-00113	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCH	Gas	Issued	C - Tenant Layout	03/19/2019		1,242.00	\$12,000.00	OCCOQUAN
MEC2019-00933	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCH	Mechanical	Issued	C - Tenant Layout	03/19/2019		1,242.00	\$75,000.00	OCCOQUAN

**Town of Occoquan - Permit Report
December 2020**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date	Sq Feet	Valuation	City
PLB2019-00145	201 UNION ST	{{ KJJ{{ RESTURANT - TLO - NEW KITCHEN	Plumbing	Issued	C - Tenant Layout	03/19/2019		1,242.00	\$2,000.00	OCCOQUAN
BLD2020-03981	202 UNION ST	ALTERATION/REPAIRS TO DEMO SPACE F	Building	Issued	Demolition	02/12/2020		0.00	\$2,200.00	OCCOQUAN
BLD2020-04453	202 UNION ST	SALAD SALOON - TLO	Building	Pending	C - Tenant Layout			217.00	\$14,000.00	OCCOQUAN
MEC2020-02163	202 UNION ST	SALAD SALOON - TLO	Mechanical	Pending	C - Tenant Layout			217.00	\$14,000.00	OCCOQUAN
PLB2021-00690	202 UNION ST	SALAD SALOON - TLO	Plumbing	Pending	C - Tenant Layout			217.00	\$14,000.00	OCCOQUAN
PLB2018-02373	411 UNION ST	CONVERTING FROM SEPTIC TO PUBLIC S	Plumbing	Issued	R - Alteration/Repair	03/23/2018		0.00	\$15,000.00	OCCOQUAN
BLD2021-03527	112 WASHINGTON ST	KITCHEN REMODEL, NON-STRUCTURAL W	Building	Issued	R - Alteration/Repair	11/16/2020		200.00	\$8,500.00	OCCOQUAN
ELE2021-02600	112 WASHINGTON ST	kitchen remodel	Electrical	Issued	R - Alteration/Repair	12/07/2020		0.00	\$4,000.00	OCCOQUAN
PLB2021-01327	112 WASHINGTON ST	plumb for kitchen remodel	Plumbing	Issued	R - Alteration/Repair	12/08/2020		50.00	\$750.00	OCCOQUAN
BLD2021-00870	127 WASHINGTON ST	A/R TO ADD BEDROOM & QUARTERS ABO	Building	Issued	R - Alteration/Repair	11/09/2020		600.00	\$50,000.00	OCCOQUAN
ELE2021-02202	127 WASHINGTON ST	Add bedroom and quarters above kitchen	Electrical	Issued	R - Alteration/Repair	11/15/2020		2,000.00	\$4,000.00	OCCOQUAN
MEC2021-01175	127 WASHINGTON ST	install heat pump with duct work	Mechanical	Issued	R - Alteration/Repair	11/20/2020		4,000.00	\$12,000.00	OCCOQUAN
BLD2019-00785	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO R	Building	Issued	R - Alteration/Repair	08/13/2018		215.00	\$750.00	OCCOQUAN
ELE2019-00643	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO R	Electrical	Issued	R - Alteration/Repair	08/16/2018		215.00	\$500.00	OCCOQUAN
PLB2019-00381	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO R	Plumbing	Issued	R - Alteration/Repair	08/15/2018		215.00	\$750.00	OCCOQUAN
PLB2021-00738	142 WASHINGTON ST	WATER SERVICE REPLACEMENT	Plumbing	Issued	R - Alteration/Repair	09/23/2020		1.00	\$5,000.00	OCCOQUAN
BLD2021-03102	206 WASHINGTON ST	NON-STRUCTURAL INTERIOR RENOVATIO	Building	Finald	R - Alteration/Repair	10/26/2020	12/02/2020	0.00	\$7,200.00	OCCOQUAN
ELE2021-01931	206 WASHINGTON ST	NON-STRUCTURAL INTERIOR RENOVATIO	Electrical	Finald	R - Alteration/Repair	10/26/2020	12/02/2020	0.00	\$750.00	OCCOQUAN
PLB2021-01093	206 WASHINGTON ST	NON-STRUCTURAL INTERIOR RENOVATIO	Plumbing	Finald	R - Alteration/Repair	10/26/2020	12/02/2020	0.00	\$1,200.00	OCCOQUAN
BLD2021-02148	103 WEST LOCUST ST	Tearing down old deck and rebuilding the sam	Building	Finald	R - Addition	09/17/2020	10/29/2020	252.00	\$5,000.00	OCCOQUAN
PLB2018-01956	103 WEST LOCUST ST	Water Service	Plumbing	Issued	R - Alteration/Repair	02/08/2018		0.00	\$1,400.00	OCCOQUAN

END OF REPORT

Town Attorney Report

To: Mayor and Council, Town of Occoquan

Thru: Kirstyn Jovanovich, Town Manager

From: Martin Crim, Town Attorney *MRC*

Re: January 2021 Town Attorney Report

Date: December 28, 2020

NOT CONFIDENTIAL

This is a non-confidential report on matters that my office has been working on for the Town since my previous report dated November 20, 2020:

1. Provided the Town contact information for the owner of the property at 104 West Locust.
2. Worked with Town staff and Town prosecutor Brad Marshall on needed code revisions for parking and traffic enforcement.
3. Advised Town staff regarding staff report on Mill at Occoquan application for special use permits.
4. Advised Town Manager regarding Property Maintenance Code enforcement process.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: January 5, 2021
9 A: Request to Approve Timed Parking Plan	

Attachments:

- a. Resolution R-2021-02
- b. Staff Report - Timed Parking District Plan

Submitted by: Kirstyn Jovanovich
Town Manager

Explanation and Summary:

At the December 1, 2020 meeting, Town Council directed staff to develop and submit to the Town Council a timed parking district plan, including an implementation plan. The attached staff report outlines a Timed Parking District Plan and includes staff's policy and implementation recommendations.

Town staff has acquired the necessary enforcement equipment and has begun training on the equipment.

Signage and materials are required for program implementation. Staff is requesting Town Council appropriate \$6,000 for signage and other program materials. The first-year cost is estimated at \$15,008, which includes initial costs related to the purchase of the enforcement equipment and signage and material estimates.

Town Attorney's Recommendation: Recommend Council (1) approve the parking program as presented, with the recommended expenditures, and (2) set reporting requirements from Town Manager and Chief of Police.

Town Manager's Recommendation: Recommend approving the Resolution adopting the Timed Parking District Plan, as may be amended by the Town Council.

Cost and Financing: \$6,000
Account Number: FY 2021 CIP

Proposed/Suggested Motion:

"I move to approve R-2021-02 adopting the Timed Parking District Plan as outlined in the Town Manager's staff report dated December 31, 2020 and to authorize the expenditure of \$6,000 for signage, educational materials, permits, and other products or services necessary or convenient for the implementation of the plan."

OR

Other action Council deems appropriate.

**TOWN OF OCCOQUAN, VIRGINIA
RESOLUTION TO APPROVE TIMED PARKING PROGRAM**

WHEREAS, the Occoquan Town Council has studied the issue of parking in the downtown business district for several years; and

WHEREAS, the Town Manager has provided Town Council a Staff Report dated December 31, 2020 that outlines a timed parking district plan; and

WHEREAS, the public health, safety, and welfare will be advanced by adopting a timed parking district plan and delegating to the Town Manager the authority to make changes in that plan as well as responsibility for enforcement of the plan and reporting to the Council on its effects.

NOW, THEREFORE, BE IT RESOLVED that Town Council approves the timed parking district plan as outlined in the Town Manager’s staff report dated December 31, 2020, subject to reasonable changes in points of detail by the Town Manager; and

BE IT FURTHER RESOLVED that the Town Council directs the Town Manager to provide to the Town Council any needed ordinance amendments for consideration at its February 2, 2021 meeting.

Adopted by the Town Council of the Town of Occoquan, Virginia this 5th day of January, 2021.

MOTION:

**DATE: January 5, 2021
Town Council Meeting**

SECOND:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Attested:

Earnest W. Porta, Jr., Mayor

Kirstyn Jovanovich, Interim Town Clerk



TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125
(703) 491-1918 • Fax (571) 398-5016 • info@occoquanva.gov
www.occoquanva.gov

TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Krys Bienia
Cindy Fithian
Laurie Holloway
Eliot Perkins

TOWN MANAGER
Kirstyn Jovanovich

STAFF REPORT

TO: The Honorable Town Council

CC: Adam Linn, Chief of Police

FROM: Kirstyn Jovanovich, Town Manager

DATE: December 31, 2020

SUBJECT: Timed Parking District Plan
Town Council Meeting - January 5, 2021

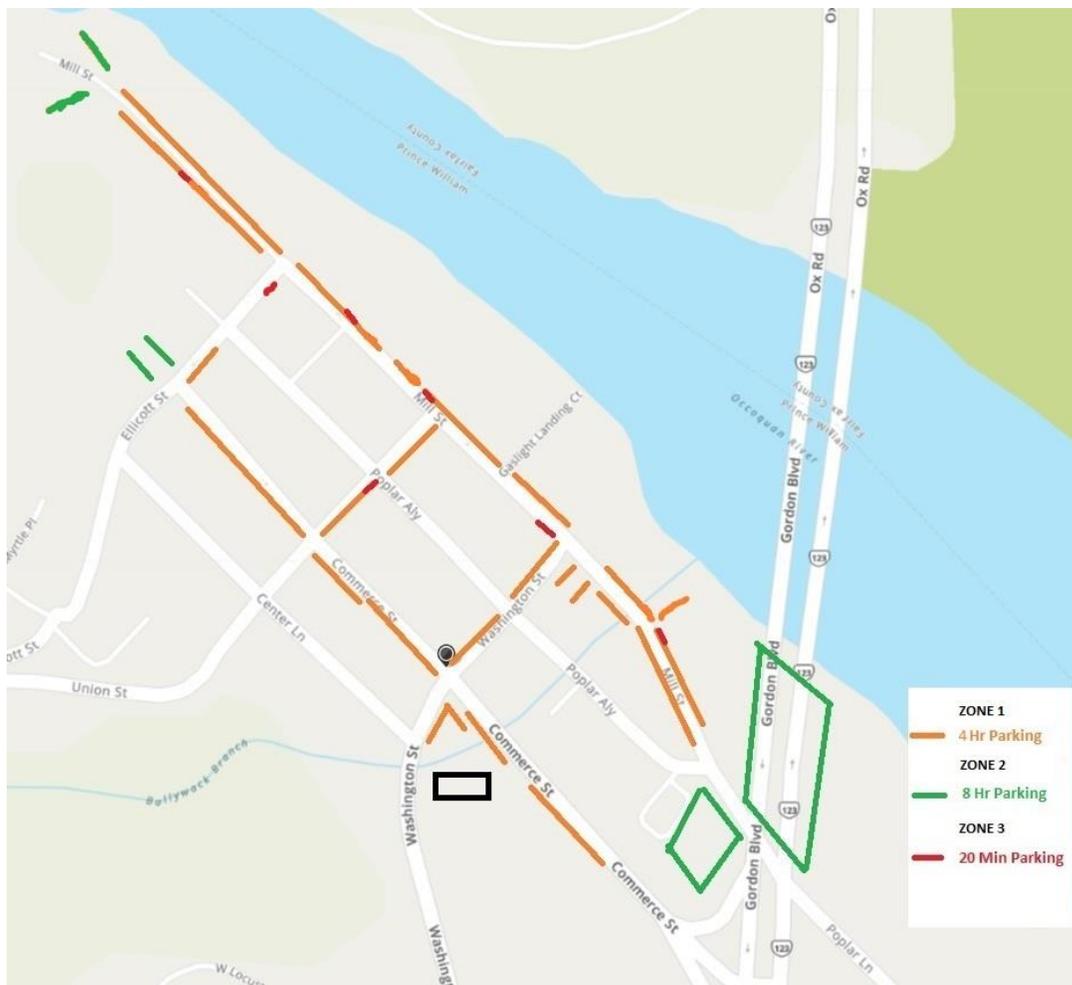
This Timed Parking District Plan is proposed as requested by the Town Council. The proposed plan creates a timed parking district with three zones within the downtown business district. The timed parking district would increase availability of on-street parking spaces, reduce the practice of long-term parking in the district, and reduce non-patron use of prime business parking during peak business hours within the district. The timed parking district is generally depicted below as portions of the Town's Old and Historic District.



Proposed Hours and Time Restriction

Staff is recommending setting restricted parking hours from 7 a.m. to 7 p.m. daily, within three parking zones: Zone 1 restricted to four (4) hour parking; Zone 2 restricted to eight (8) hour parking; and Zone 3 restricted to 20-minute parking (approximately eight (8) spaces).

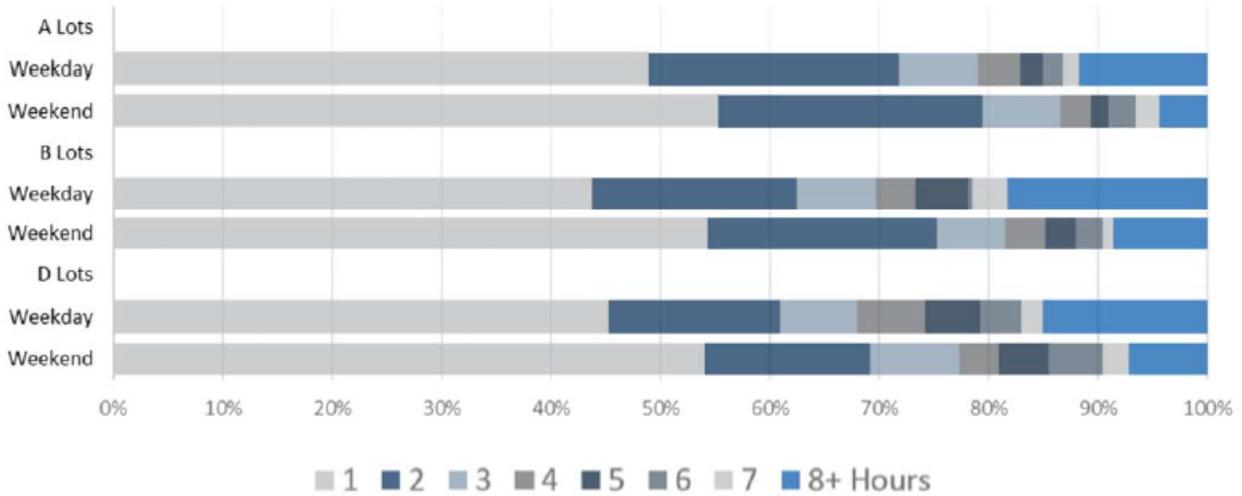
Generally, on-street parking is Zone 1, town parking lots and identified spaces at the Mill Street cul-de-sac is Zone 2, and Zone 3 parking is located strategically within the district to promote carry-out business activities. The map below identifies general locations of the 4-hour, 8-hour and 20-minute parking zones.



Data Collection and Detail

The Town of Occoquan Parking Study prepared by JMT in November 2017, with staff support, collected and analyzed parking data during the month of August 2017. The data was collected in four groups: on-street public parking, off-street town-owned parking, private residential parking, and private commercial parking. The data sample showed that on average, vehicle parking duration is 2.2 hours.

Figure 8: Parking Duration by Lot

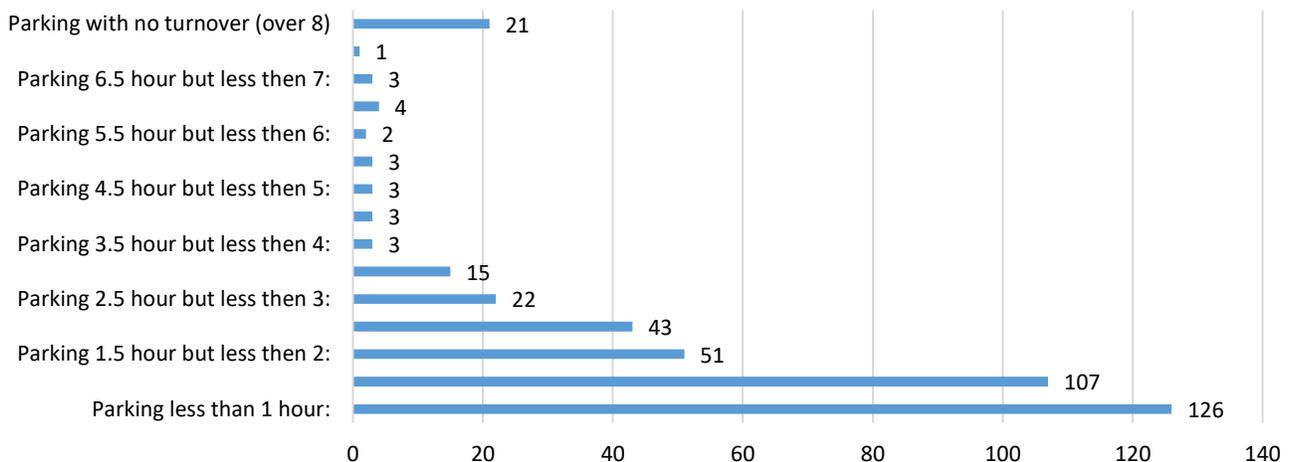


A Lots = on-street public parking
 B Lots = off-street town-owned parking
 D Lots = private, mostly commercial (includes lots closest to Mill Street area)

In addition, staff and volunteers recently completed sample collections on Saturday, December 5, 2020 from 9 a.m. to 4:45 p.m. and December 13, 2020 from 10:00 a.m. to 4:30 p.m. Staff collected data on vehicle parking only in on-street parking spots on Mill Street.

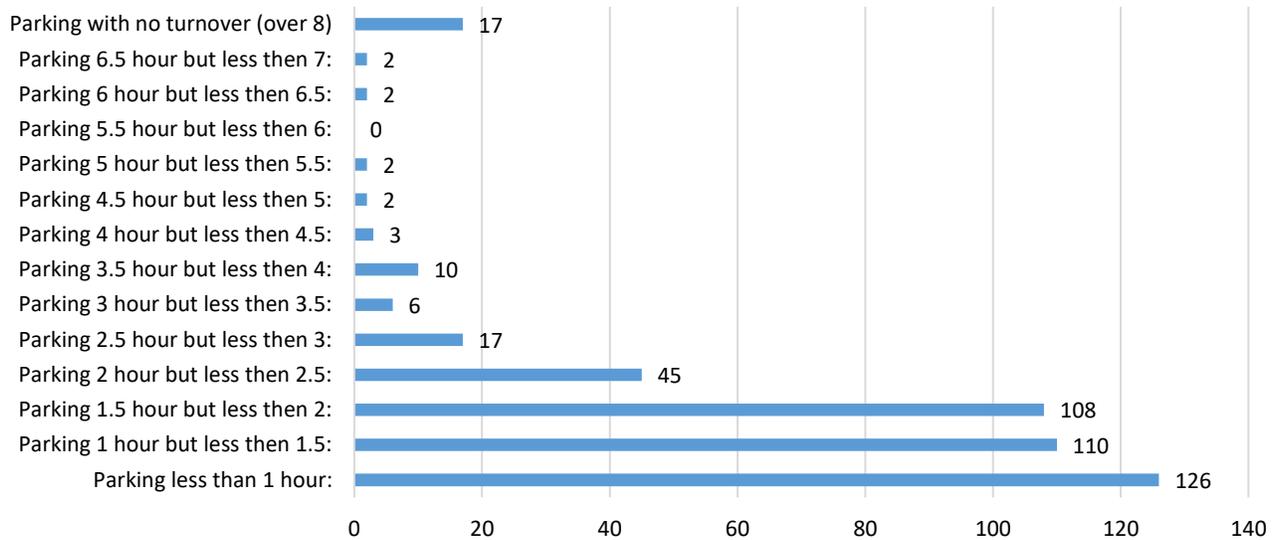
On December 5, the sample survey of 119 parking spaces and 407 vehicles indicated that 91% of the vehicles surveyed stayed for four hours or less, with 80% staying for two hours or less. There were 21 vehicles that did not move during the entire survey period, equaling 18% of all surveyed parking spaces. In addition, a majority of the vehicles parked over five hours were noted as residents and business employees or owners.

Mill Street Parking Survey - December 5, 2020



Similar to the previous week’s collection, on Sunday, December 13, the sample survey of 119 parking spaces and 450 vehicles indicated that 94% of the vehicles surveyed stayed for four (4) hours or less, with 86% staying for two (2) hours or less. Four percent (4%) of the vehicles observed did not move during the survey period; however, those 17 vehicles accounted for 14% of the available parking on Mill Street.

Mill Street Parking Survey - December 13, 2020



Staff recognizes that these are only sample surveys and are a snapshot of parking use during a weekend day of the peak business season. However, in addition to the previous parking surveys performed in 2017, this data provides a snapshot of use to aid in the decision-making process regarding timed parking.

While the December 5 and December 13 data snapshots indicate that most vehicles were parked for less than three (3) hours (86% and 92%, respectively), based on recent community feedback and given the limited number of people impacted (between 3% and 5% of vehicles surveyed parked between three (3) and four (4) hours), staff is recommending that the Timed Parking Plan initially set Zone 1 parking to a four (4) hour limit. This will address concerns expressed recently by members of the business community regarding the hour limitation and with the implementation of zones, will reduce opportunity for parking spot changes by individuals utilizing 4-hour parking for longer durations. In addition, given the likelihood of continued growth within the Town, staff is recommending an annual review of the Timed Parking District time limits utilizing regularly collected data.

Residential Permit Parking Program

Recognizing that the Old and Historic District is a mixed-use community with both business and residential uses, staff is proposing a Residential Permit Parking Program be implemented as part of the Timed Parking Program. Residents who live within the Timed Parking District

are eligible for an annual permit that would allow them to park unrestricted, with the exception of Zone 3 (20-minute parking.) Permits will be issued to occupants based on off-street parking availability for the residence. There is no fee and no restriction on number of vehicles per eligible household for an annual permit. Temporary visitor passes may be obtained from Town Hall, effective for a 48-hour period.

Businesses are not eligible to obtain a permit to park unrestricted anywhere within the restricted zones. Staff will maintain a list of eligible addresses and proof of residency and compliance with the Town's vehicle license fee program is required to obtain a permit(s). This is a staff managed program.

Implementation and Education

Staff is proposing that the Timed Parking District Plan go into effect after February 1, 2021. Staff has purchased and has been trained on the necessary enforcement equipment. Upon approval of the Timed Parking District Plan, staff would begin an education program before enforcement commences. This would include installation of signage, program education materials provided to affected businesses and residents, rollout of the residential parking permit program, and information provided through the Town's traditional and electronic communication platforms.

Next Steps

Upon approval of this plan, including any policy adjustments proposed by the Town Council, staff would move forward with the implementation phase, including purchasing signage, staff training, residential permit program launch, and business and residential education program. In addition, staff is preparing Code updates needed for enforcement to be presented at the February 2, 2021 Town Council meeting.

With approval of the Plan, staff anticipates complete roll-out of the program can begin March 1, 2021.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: January 5, 2021
9 B: Request to Approve Draft RFP for 200 Mill Street (Visitor's Center)	

Attachments: a. Draft RFP and Lease

Submitted by: Kirstyn Jovanovich
Town Manager

Explanation and Summary:

At the October 20, 2020 Town Council meeting, staff was directed to prepare a draft Request For Proposals (RFP) to seek a commercial tenant for the town-owned building located at 200 Mill Street, formerly known as the Visitor's Center.

Attached is a draft RFP and lease. Main points of the draft RFP and lease include:

- Building leased in as-is condition
- Initial three (3) year lease
- Restrooms open to public
- Business/restrooms open at least Thursday - Sunday, 9 a.m. - 5 p.m.
- Shared cost of water and sewer utility
- Shared cost of restroom cleaning/stocking

Staff is seeking direction from Town Council on next steps.

Town Attorney's Recommendation: Recommend adopt motion as presented.

Town Manager's Recommendation: Recommend adopt motion as presented.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to direct the Town Manager to issue the RFP [as amended] for lease of the building located at 200 Mill Street. I further move to direct the Town Manager to establish a committee to evaluate the proposals, negotiate as needed, and make a lease award recommendation to the Town Council."

OR

Other action Council deems appropriate.



REQUEST FOR PROPOSAL

ISSUE DATE: **TBD**

RFP No.: RFP-2021-01

TITLE: Commercial Lease of 200 Mill Street

The Town of Occoquan is seeking proposals for commercial lease of the Town-owned building located at 200 Mill Street, Occoquan, VA 22125.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on **DATE. Proposals by telephone, electronic mail or facsimile will not be accepted.**

All inquiries for information regarding Proposal Submission requirements or Proposal Review Process shall be directed to the Town Manager. The Town shall not be responsible for verbal clarification of information provided by any party. Respondents may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Kirstyn Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER THAT IS CLEARLY MARKED WITH "PROPOSAL RFP-2021-01" AND DELIVERED TO:

**Town of Occoquan Town Hall
PO Box 195, 314 Mill Street, Occoquan, VA 22125
ATTN: Town Manager**

The Town of Occoquan does not discriminate against any Respondent because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in government action.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to enter into a lease on the terms mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature In Ink:

Print/Type

I. ABOUT THE TOWN

A Town Council consisting of five council members and the Mayor govern the Town of Occoquan. The Town is administered by a Town Manager who reports to the Town Council. The Town Manager directs and oversees all activities of the Town. The Town of Occoquan has a population of approximately 1,174 residing within .2 square miles. In addition, the Town has a downtown historic district that is home to a business district and includes both residential and commercial activities. Currently, approximately 120 businesses operate within the Town of Occoquan, with almost 100 being brick and mortar restaurant, retail, and service businesses within the business district.

II. GENERAL INFORMATION:

The Town of Occoquan is seeking proposals for commercial lease of the Town-owned building located at 200 Mill Street, Occoquan, VA 22125.

- a. **Property Address:** 200 Mill Street, Occoquan, VA 22125
- b. **Proximity/RSF:** This building is located within the Town's Business District (B-1) and in the Old and Historic District Overlay. Approximately 325sf rentable square feet (RSF).
- c. **Parking/ADA Access:** The lease of the building/property includes the use of two dedicated parking spaces at the rear of the property accessible from Poplar Alley. One space is designated handicap parking with ADA access to the building located at the rear of the building.
- d. **Public Restrooms:** The building includes a women's restroom and a men's restroom. The tenant will ensure that the restrooms are available for general public use while the building/business is open.
- e. **Operations:** Tenant will have the building/business open at minimum Thursday through Sunday, 9 am to 5 pm.

III. **BUSINESS PLAN:** Please provide a business plan that includes at minimum the type of proposed business, operating hours, and estimated gross revenue. Please also indicate if this is an existing or new business, and if this will be a primary or secondary business location.

IV. **LEASE TERMS AND CONDITIONS:** See attached form lease titled "Draft Lease Agreement" for the Town's terms and conditions. The Town expects to enter into a lease for an initial term of three (3) years based on the attached form lease. However, all lease terms are negotiable except those required by law. The Town cannot grant a lease for a term of greater than five years (including any renewal periods) unless it undertakes the bidding process set out in Virginia Code § 15.2-2100 (B); the Town has determined not to use that process for this commercial lease.

V. **EVALUATION CRITERIA:** A committee appointed by the Town will evaluate each proposal and make one or more recommendations regarding award of a lease based on the anticipated benefit to the Town, including:

- Net Income to the Town
- Viability of the Proposed Business Plan/Business Type
- Anticipated Benefits or Detriments of Requested Revisions to the Form Lease

VI. PROPOSAL REVIEW PROCESS

1. **SUBMITTAL INSTRUCTIONS:** One (1) original and two (2) copies of each proposal must be submitted on the attached proposal form and received by the Town of Occoquan, Town Manager, at the address shown on the cover page of this solicitation. Proposals must be received no later than the date and time listed on the cover page of this solicitation. Proposals in the form of telegrams, telephone, facsimiles, or email messages will not be accepted.

Respondents shall complete and submit as their proposal, the following documents:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Business authorized to bind the firm into a lease.
- b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this

solicitation can be easily accessed on the Town of Occoquan website – www.occoquanva.gov. Respondents are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.

- c. Base rental rate structure.
 - d. Include any additional information the Respondent believes to be essential to a thorough evaluation of its proposal.
 - e. Include a minimum of three (3) references. Include the business name, address, and name and telephone number of the lease administrator. The Town shall have the option of checking discovered references in addition to references provided by the Respondent. The Town must be able to contact references without notification to the Respondent
2. **LATE PROPOSALS:** Proposals received after the submission deadline will be returned, unopened, provided a return address is visible. Otherwise, they will be discarded.
 3. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this lease.
 4. **COMPETITION INTENDED:** It is the Town’s intent that the Request for Proposal permit competition.
 5. **VARIATION OF TERMS:** The proposal must include the proposed text of any revision to the form lease that the Respondent requires as a condition of entering into the lease.
 6. **NEGOTIATIONS:** With any proposal that seeks to alter the terms of the form lease, the Town Manager may engage in negotiations with the Respondent prior to the review by the review committee to determine whether the Town and Respondent can agree on a set of terms and conditions.
 7. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications contained herein must be received by the Town Manager at least five (5) days prior to Proposal Due Date. Any interpretation deemed to be material in nature or that alters the scope of the proposal will be expressed in the form of a written addendum. Such addendum will be sent to all prospective Respondents no later than three (3) days prior to the due date. Verbal communications will not be binding.
 8. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, or be legally bound nor financially obligated.
 9. **DISPOSITION OF PROPOSALS:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of lease. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town.
 10. **LICENSE REQUIREMENT:** All businesses with a business location within the Town of Occoquan are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Questions concerning the BPOL Tax should be directed to the Town Manager at (703) 491-1918. Each business responding must be fully licensed to do business in Virginia.
 11. **LEASE AWARD:** The Town reserves the right to refrain from making any award. The Town Council, after considering the recommendations of the review committee, the results of any negotiations, and public input at a public hearing pursuant to Virginia Code § 15.2-1800 (B), may award a lease to the Respondent it finds to provide the most benefit to the Town. If a lease cannot be successfully negotiated with the recommended Respondent within a reasonable time, the Town may enter into negotiations with a lower-rated Respondent and award it a lease after a public hearing.

DRAFT
LEASE AGREEMENT

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into as of the ____ day of _____, 2021, by and between **TOWN OF OCCOQUAN**, a municipal corporation of the Commonwealth of Virginia (as the “*Landlord*”) and _____ a Virginia limited liability company (as the “*Tenant*”), and is made and entered into pursuant to Section 15.2-2100 of the Code of Virginia, as amended.

1. ***Defined Terms.*** The following basic and defined terms are hereby incorporated into this Lease by reference (collectively, the “*Basic Lease Terms*”):

Landlord’s Mailing Address:	Occoquan Town Hall PO Box 195 Occoquan, Virginia 22125
Landlord’s Physical Address:	314 Mill Street Occoquan, Virginia 22125
Tenant’s Mailing Address:	
Demised Premises:	200 Mill Street, Occoquan, VA 22125
Leasable Square Footage:	
Commencement Date:	April 1, 2021
Rent Commencement Date:	Lease Commencement Date
Lease Term:	Initial term three years; up to two one-year extensions by mutual agreement
Expiration Date:	
Rent:	
Additional Rent:	
Rent Escalation:	3% per year
Security Deposit:	One month’s rent
Use:	
Delivery of Premises:	Upon Lease Execution
Delivery Date:	Upon Lease Execution

2. **Demised Premises.**

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the following terms and conditions, the Demised Premises.

The Tenant is taking the Demised Premises in its "AS IS" and "WHERE-IS" condition. Tenant has made its own inspection of the Demised Premises and is not relying on any representations of Landlord. Unless otherwise expressly provided in this Lease to the contrary, Landlord is making no representations or warranties concerning the conditions of the Demised Premises or its suitability for Tenant's intended use.

3. **Term.**

A. The Lease Term shall commence on the Rent Commencement Date and shall continue for the number of months (and/or year(s)) defined in the Basic Lease Terms. The first "***Lease Year***" during the term hereof shall be the period commencing on the Rent Commencement Date, and shall terminate twelve (12) full calendar months thereafter. Each subsequent Lease Year during the term hereof shall commence on the day immediately following the last day of the preceding Lease Year, and shall continue for a period of twelve (12) full calendar months, except that the last Lease Year during the term hereof shall terminate on the day that this Lease expires or is otherwise terminated.

B. Landlord shall deliver to Tenant possession of the Demised Premises on or before the Delivery Date, to enable Tenant to perform, at its sole cost, such work as is necessary to prepare the Demised Premises for Tenant's occupancy. Any alterations shall be in accordance with Section 9 of this Lease and require Landlord's prior written consent. Tenant's occupancy of the Demised Premises under this Section 3.B. shall be upon all the terms, covenants and conditions contained in the Lease, and the payment of Rent shall commence on the Rent Commencement Date, regardless of whether or not Tenant has begun or completed its work in the Demised Premises as of such date.

C. Both Landlord and Tenant shall have the absolute right and option to terminate this Lease (the "***Termination Option***"), provided however, that the party wishing to exercise the Termination Option (the "***Terminating Party***"), shall first provide the party not terminating the Lease (the "***Non-Terminating Party***"), with a notice of Termination (the "***Termination Notice***"). For the Termination Notice to be effective, it must have been received by the Non-Terminating Party not less than one hundred eighty (180) days prior the termination date specified in the Termination Notice. In the event that this Lease is terminated pursuant to the exercise of the Termination Option by either Landlord or Tenant, the termination date specified in the Termination Notice shall be deemed to be the Expiration Date under this Lease. The conditions in this provision apply only to the Termination Option herein; where other provisions of this Lease permit a party to terminate under certain conditions, those specific provisions apply.

4. **Rent.**

A. Commencing with the Rent Commencement Date, Tenant covenants to pay to Landlord the Rent for the Demised Premises except that first month's rent shall be paid at Lease execution. All such monthly installments of Rent shall be payable in advance on the first day of each month or part thereof commencing on the Rent Commencement Date. If the Rent Commencement Date is a date other than the first day of a month, the rent for that month shall be prorated and paid based on the days in such month after and including the Rent Commencement Date. The Rent shall increase each year in the amount of the Rent Escalation.

B. All rent shall be payable, without demand and without setoff or other reduction, at Landlord's Address or such other place as Landlord designates in writing. In the event that any Rent or Additional Rent is not received by Landlord by the fifth (5th) day of each month, Tenant agrees to pay Landlord a late charge equal to five (5%) of the amount which is not timely received by Landlord.

C. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

5. Security Deposit.

Tenant shall pay to Landlord the Security Deposit as required by the Basic Lease Terms upon execution of this Lease, as a security on the Demised Premises. The Security Deposit shall be held, without interest, as security for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. In the event that Tenant defaults in respect of any of the terms, provisions, covenants and conditions of this Lease, including but not limited to the payment of any Rent or Additional Rent, Landlord may use, apply or retain the whole or any part of the security so deposited. In the event that the Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security deposit, without interest, shall be returned to Tenant within thirty (30) days after it surrenders the Demised Premises at the expiration of the Lease Term.

6. Use.

The Demised Premises shall be used by Tenant for the specific Use as defined in the Basic Lease Terms and for no other purpose whatsoever. Tenant shall, at its sole cost and expense, promptly comply with all governmental laws, ordinances and regulations (Federal, state and municipal) applicable to the Demised Premises and Tenant's use of the Demised Premises in its business operations, including any structural alterations which may be required. Tenant agrees to obtain necessary permits and licenses to commence its business operation at its sole cost and expense. Landlord shall have no responsibility for Tenant's ability or inability to obtain such permits and licenses, said permits and licenses being the sole responsibility of Tenant.

Tenant shall not permit any excessive odors, smoke, dust, gas, noise or vibration to emanate from the Demised Premises, nor take any other action which would constitute a nuisance. Tenant shall not receive, store or otherwise handle, any product, material or merchandise which is explosive or highly flammable. Tenant will not permit the Demised Premises to be used for any purpose or in any manner (including, without limitation, any method of storage) which would render the insurance thereon void or increase the premiums therefore or the insurance risk. Landlord makes no representations that the Demised Premises are properly zoned for the prescribed Use.

Tenant shall not permit the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous. No waste or other materials shall be disposed of by Tenant 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 municipal) or to incur expenses of any sort to correct any such condition. Tenant shall indemnify and hold Landlord harmless from and

against any claims, fines, penalties or causes of action arising out of Tenant's failure to comply with the provisions of this Section.

7. Surrender.

Tenant agrees that it will keep the Demised Premises and the fixtures therein, in good order and condition and will at the expiration or termination of the Lease Term, surrender and deliver up the Demised Premises in as good a condition as they were at the commencement of the Lease Term, ordinary wear and tear and damage by insured casualty not due to the negligence of Tenant excepted. Tenant further agrees that upon surrender of the Demised Premises Tenant will provide the labor and materials to paint the Demised Premises a color that is selected by Landlord.

8. Tenant's Inspection, Repairs and Maintenance.

Tenant represents that it has inspected the Demised Premises and takes the Demised Premises and all equipment therein including, but not limited to, the plumbing and electrical systems, and HVAC "as is", and that Landlord has made no representations or warranties in connection therewith. All repairs to and maintenance of such plumbing and electrical systems, and HVAC are the sole responsibility of the Tenant. Tenant understands and acknowledges that Landlord shall have no responsibility or obligation for any maintenance or repairs to the interior of the Demised Premises.

Tenant agrees that it will take care of the Demised Premises and fixtures and equipment therein and that, upon the expiration or termination of this Lease agreement or any extension thereof, Tenant will leave the Demised Premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Tenant shall, at its own cost and expense, maintain the interior of the Demised Premises, structural and non-structural items, in good condition, promptly making all necessary repairs and replacements, including, but not limited to windows, glass and plate glass, doors, interior walls and finish work, floors and floor coverings, as well as all other plumbing work and fixtures, termite and pest extermination, regular removal of trash and debris and keep the Demised Premises in a clean and sanitary condition.

Tenant further agrees that it will give the Landlord prompt written notice of any defects in the Demised Premises or in any of the equipment, appliances, or parts thereof as soon as Tenant is aware of them notwithstanding that it is Tenant's responsibility to make such repairs under this Lease. Tenant agrees to pay for all expenses caused by its failure to promptly report any defect, and to pay for all necessary repairs in the Demised Premises or in the equipment thereof including those caused by Tenant's own negligence or that of its invitees, employees or agents.

9. Alterations.

Without Landlord's prior written consent, Tenant shall not make any alterations, additions or improvements to the Demised Premises. All alterations, additions and improvements erected by Tenant shall be the property of Tenant during the term of this Lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all such alterations, additions and improvements and restore the Demised Premises to their original condition by the termination of this Lease; provided, however, that if Landlord so elects prior to the termination of this Lease, such alterations, additions and improvements shall become the property of Landlord as of the date of the termination of this Lease, and shall be delivered to Landlord with the Demised Premises. Provided that damage shall not be caused to the Demised Premises or that any damage caused is immediately repaired by Tenant, all shelves, bins, machinery, trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease, if Tenant so elects,

and shall be removed by the date of the termination of this Lease if required by Landlord. Upon any such removal, Tenant shall restore the Demised Premises to their original condition, reasonable wear and tear excepted. All such removals and restorations shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Demised Premises.

All of the alterations, additions, improvements, repairs and maintenance required of or made by, Tenant must conform to all regulations and requirements of Federal, state and local governments. Notwithstanding the foregoing, any such alterations, additions, improvements, repairs and maintenance required of or made by Tenant shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Demised Premises to any mechanic's or materialmen's liens which may be filed in connection therewith.

10. Landlord's Maintenance and Inspection.

Landlord shall pave, arrange, and adequately maintain in good and usable condition during normal business hours throughout the term of the Lease all exterior common areas of the total premises, including landscaping and snow removal. Landlord shall be responsible for cleaning and stocking of the bathrooms on a commercially reasonable schedule and to a commercially reasonable standard. Tenant shall pay the Landlord, as Additional Rent, 25% of the Landlord's actual cost of cleaning and stocking of the bathrooms within ten (10) days of presentation by the Landlord of an invoice for such costs. Landlord (or its agents and employees) shall have the right to enter and inspect the Demised Premises at any time with advance notice to Tenant, unless due to emergency in which case no notice shall be necessary, for the purpose of ascertaining the condition of the Demised Premises or in order to make repairs. Landlord shall not be liable to Tenant for any damages of any kind whatsoever caused by Landlord's inspection, repair, or maintenance of the Demised Premises, unless caused by the gross negligence of Landlord. Landlord shall also have the right to enter the Demised Premises at any reasonable time during business hours for the purpose of showing the Demised Premises to prospective new tenants or potential buyers, and shall have the right to erect on the Demised Premises a suitable sign indicating the Demised Premises are available for rent and/or sale. Landlord shall use its best efforts to minimize disruption to Tenant's business operations during such entry or inspection. Tenant shall give written notice to Landlord at least sixty (60) days prior to vacating the Demised Premises and shall arrange to meet with Landlord for a joint inspection of the Demised Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Demised Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. Landlord may also enter the Demised Premises to treat the premises with pesticides and/or pest control devices. Landlord shall give Tenant at least forty-eight (48) hours prior notice prior to the application of pesticide in the Demised Premises. If Tenant requests the application of the pesticide, no notice shall be required.

11. Utilities.

Landlord shall be responsible for the payment of 75% of the normal and reasonable charges for sewer and water used by Tenant in the Demised Premises. Tenant shall be responsible for any abnormal or excessive use as determined by the Landlord based on the usage in calendar year 2019. The Landlord shall, no less often than annually, provide a true-up accounting for abnormal or excessive use. All other utilities shall be the responsibility of the Tenant. Tenant acknowledges that the Demised Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive energy or which may, in Landlord's reasonable judgment, overload the wiring or interfere with electrical service to other tenants. The parties specifically agree that if rent shall remain unpaid for five (5) days or more after its due date, the Landlord may at its option discontinue any

or all of the above utilities until such time as the rent and all other charges due under this Lease are paid in full. Failure to exercise this option shall not be deemed a waiver hereof. Tenant shall maintain a level of heat in the Demised Premises which shall insure that the inside pipes and plumbing fixtures will not freeze and break, and Tenant shall be responsible for any repairs and replacements to said pipes and fixtures and any damage to the Demised Premises and personal property arising from freezing pipes and fixtures. Any failure in the services of utilities provided in or on the Demised Premises shall not render Landlord liable in any respect for damages to either person or property or the business of Tenant, nor be construed as an eviction of Tenant, nor work an abatement of any Rent, or Additional Rent, nor relieve Tenant from Tenant's obligations hereunder. In no event shall Landlord be obligated to provide any such services or utilities in any manner or to any extent.

12. Operating Expenses.

Tenant shall pay to the Landlord, as Additional Rent, commencing on the Rent Commencement Date, and thereafter on the first day of each calendar month throughout the Lease Term, a pro rata share of the estimated cost of operating expenses, determined in Landlord's sole discretion. At the end of each calendar year, if the estimated pro rata share of the operating expenses paid by the Tenant is less than the actual cost for the previous calendar year, the Tenant shall pay the additional sum due within fifteen (15) days after receipt of a statement from the Landlord; if the Tenant's estimated pro rata share of the operating expenses is more than the actual cost for the previous calendar year, Landlord shall notify the Tenant of the amount of the overpayment and give it a credit for such amount on the cost of operating expenses due for the following year.

The term "***Operating Expense***" is defined as meaning any and all expenses incurred by the Landlord in connection with servicing, operation, utilities, management, maintenance and repair of the building of which the Demised Premises are a part, parking areas, and related exterior areas and appurtenances; painting or decorating public areas; and the amount of any insurance premiums paid by Landlord.

Landlord's failure to collect estimated Operating Expense shall not be deemed a waiver of Landlord's right to demand and fully collect the same at later time.

13. Real Property Taxes.

To the extent that the Demised Premises is currently or hereafter may be subject to property taxes, Tenant agrees to pay to Landlord throughout the term of this Lease, as Additional Rent, any and all real property taxes, assessments, and levies assessed against the Demised Premises during each tax year ("***Real Property Taxes***"). Tenant covenants and agrees to deposit monthly, in advance, and if requested by Landlord, with Landlord on the first day of each calendar month throughout the Lease Term an amount equal to one-twelfth (1/12th) of Landlord's estimate of the Real Property Taxes for the next succeeding tax fiscal year. The first installment shall be due and payable by Tenant on the Rent Commencement Date, without proration, and the next installment shall be paid on the first day of the next calendar month. Any underpayment of Tenant's obligations not covered by the accumulation of monthly deposits shall be paid by Tenant within fifteen (15) days of Landlord's demand and any overpayment shall be credited against the installments next coming due. Any interest earned on the escrow deposits payable hereunder shall be and remain the property of Landlord. Tenant shall, on or before the Rent Commencement Date, reimburse Landlord for its share of the then current fiscal year's taxes, covering the period from the Rent Commencement Date through the end of the then current tax fiscal year together with an amount sufficient to bring current Landlord's real estate tax escrow fund as aforesaid.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the Rent, or any part of it, payable by Tenant to Landlord, either by way of substitution (in whole or in part) for or in addition to any existing tax on the Demised Premises or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof within thirty (30) days of demand, as the case may be.

Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Property Taxes shall be added to and included as Additional Rent. Real Property Taxes which are being contested by Landlord shall nevertheless be included for purposes of computing Tenant's liability hereunder, but if Tenant shall have paid any amount of Additional Rent pursuant to this Section 13, and thereafter Landlord shall receive a refund of any portion of any Real Property Taxes on which such payment shall have been based, Landlord shall pay to Tenant such refund. Landlord shall have no obligation to contest, object to or litigate the levy or imposition of any Real Property Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Property Taxes without the consent or approval of Tenant.

In the event any governmental authority includes in the tax base upon which the Real Property Taxes are levied or assessed the value of any improvements made by Tenant, or of any machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall pay the entire portion of the Real Property Taxes attributable to or based upon such items in addition to the portion of the Real Property Taxes payable by Tenant as otherwise provided in this Section.

Landlord's failure to collect the estimated Real Estate Taxes shall not be deemed a waiver of Landlord's right to demand and fully collect the same at later time.

Tenant agrees to pay before delinquency all taxes imposed on or incidental to the personal property of Tenant, the conduct of its business and its use and occupancy of the Demised Premises.

14. Signage.

Subject to Landlord's prior written consent, Landlord shall permit Tenant to install a sign identifying the premises on the exterior of the Demised Premises. Tenant shall obtain Landlord consent as to the size, design, color, location and type of signs, thirty (30) days prior to the installation. All signage shall be subject to the approval of all applicable governmental authorities and is at Tenant's sole cost and expense, including any cost of permitting.

Except as provided herein, Tenant will not place or suffer to place on the exterior or visible from the exterior of the premise any sign, advertising matter, decoration or any other thing, nor shall the Tenant paint or decorate any part of the exterior of the Demised Premises without first obtaining Landlord's written consent. Tenant shall at its sole cost and expense maintain any sign, decoration, advertising matter or other thing permitted by Landlord in good condition and repair at all times to the satisfaction of the Landlord. It is further agreed that Tenant shall not use sidewalks, parking areas and alleys for displays of wares or signs of any kinds.

Tenant shall if requested by Landlord remove its signs at the expiration and termination of this Lease, it being expressly understood that any damage to the building as a result of the above removal, will be repaired at the sole cost to the Tenant.

15. Tenant's Improvements and Trade Fixtures.

Tenant shall submit all plans for installation of its improvements and trade fixtures to the Demised Premises to Landlord for Landlord's written approval prior to beginning installation or construction. Landlord shall also have the right to approve Tenant's contractor. Landlord shall not be responsible for any delay in the improvements of the Demised Premises or the quality of workmanship in the improvements. Tenant shall look solely to the contractor for any liability arising from delay or quality of workmanship.

16. Assignment and Subletting.

Tenant shall not mortgage this Lease or any estate or interest therein. Tenant shall not assign this Lease, in whole or in part, or sublet all or any portion of the Demised Premises, without first obtaining the Landlord's written consent, which consent may be granted or denied at Landlord's sole discretion. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or any assignment or subletting to or by a receiver or Trustee in any bankruptcy, insolvency, or other proceedings. Any change in ownership or power to vote a majority of the issued and outstanding voting stock of Tenant shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord as provided in this Section. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for Landlord's consent to any subsequent assignment or subletting. The acceptance by Landlord of the payment of rent following any assignment or subletting shall not be deemed to be a consent by Landlord to such assignment or subletting.

It is expressly understood and agreed that in the event Landlord approves a sublease or an assignment by Tenant such approval shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of any rent from any such assignee or subtenant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assigning or subletting be construed to relieve Tenant from giving Landlord notice or from obtaining the consent in writing of Landlord to any future assigning or subletting. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. In addition, if the rents and other amounts due and payable under any sublease for any period shall exceed the rents and other amounts payable for the Demised Premises pursuant to this Lease, then Tenant shall pay one hundred percent (100%) of such excess to Landlord, as Additional Rent, as and when received by Tenant.

Landlord may freely and fully assign its interest hereunder. In the event of any transfer of title to the Demised Premises or of Landlord's interest in the Demised Premises occurs, the Landlord shall be relieved of all obligations as landlord under this Lease accruing after such transfer and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease and further, it is hereby agreed that Tenant shall be bound to such transferee, as landlord, in accordance with all of the obligations as Tenant as set out in this Lease.

17. Fire and Casualty Damage.

In the case of the total destruction or the destruction of a substantial part of the Demised Premises by fire, other casualty, the elements, or other cause, or of such damage thereto as shall render the Demised Premises or a substantial part thereof totally unfit for occupancy by Tenant, this Lease, at the option of

Landlord, by giving of written notice to the Tenant within ninety (90) days after the date of such destruction or damage, shall terminate and be at an end. In the event of termination, Tenant shall surrender and deliver to Landlord the Demised Premises together with payment of the Rent and Additional Rent to the date of such occurrence. For purposes of this Section, a “substantial part” shall mean thirty-five (35%) or more of the Demised Premises as reasonably determined by the Landlord.

If the Lease does not terminate pursuant to the foregoing provisions or there is only a partial destruction of the Demised Premises, Landlord shall commence to restore the Demised Premises with all reasonable diligence, but only to the extent that Landlord has available to it insurance proceeds and then only to the extent of such insurance proceeds actually paid to Landlord and available, and the Rent shall be abated proportionately based upon the square foot area of the Demised Premises still tenantable, from the date of casualty to the date that the Demised Premises are restored by the Landlord; provided, however, if Tenant cannot conduct its intended business use in the remaining portion of the Demised Premises, rent shall totally abate until the Demised Premises are restored by the Landlord. Landlord, however, shall not under any circumstances be required to expend any sums in excess of insurance proceeds received for purposes of such restoration. No compensation, claim or diminution of Rent will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Demised Premises. In no event shall Landlord be required to rebuild, repair, or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Demised Premises by Tenant. Notwithstanding the foregoing, if the restoration of the Premises is not completed within nine (9) months from the date of destruction or damage, then either party shall have the right to terminate this Lease by notice given within thirty (30) days thereafter; otherwise the Lease shall continue.

18. Liability and Indemnification.

Landlord shall not be liable for any losses, damages, injuries or accidents of any kind however or by whatever or whomever caused, arising from any occurrence on or about the Demised Premises or the occupancy or uses by Tenant of the Demised Premises or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance. Notwithstanding any other provision of this Lease to the contrary, except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or any officer, employee or agent of Landlord, for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant. In addition, Tenant agrees only to look to Landlord’s interest in the Demised Premises for recovery of any judgment from Landlord, it being specifically agreed that Landlord shall not be personally liable for any such judgment.

Tenant shall indemnify Landlord, and shall save it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys’ fees, in connection with loss of life, personal injury or damage to property arising from any occurrence in or about the Demised Premises, or from the occupancy or uses by Tenant of the Demised Premises, or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, including, but not limited to, the filing of any mechanics’ or materialmen’s liens against the Demised Premises, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance.

19. Attorney’s Fees.

Tenant shall pay all costs and expenses, including reasonable attorneys' fees and court costs that may be incurred by Landlord in enforcing any of the covenants and agreements in this Lease, in enforcing a termination of this Lease, or in pursuing collection of any amounts owed to Landlord under this Lease.

20. Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain at Tenant's sole cost and expense:

A. Public liability insurance with respect to the Demised Premises, to afford protection with limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 per year with respect to personal injury or death, and \$500,000.00 with respect to property damage.

B. If and to the extent required by law, workers' compensation or similar insurance in form and amounts required by law;

C. Fire, vandalism and extended coverage insurance with respect to Tenant's improvements and fixtures, equipment and other property in the Demised Premises written on a replacement cost basis;

The insurance policies evidencing such insurance shall be maintained with insurance companies approved by Landlord and authorized to conduct business in the Commonwealth of Virginia, shall name Landlord as an additional named insured and shall also contain a provision by which the insurer agrees that such policies shall not be cancelled except after thirty (30) days written notice to Landlord. Upon execution of this Lease and annually thereafter, and upon request by Landlord, Tenant shall deliver to Landlord proof of insurance evidencing each such policy to be in effect.

Each Insurance policy carried by Tenant pursuant to this Section 20, shall provide, if agreed to by the insurance company, that the insurance company waives all rights of recovery by way of subrogation against Landlord in connection with all matters included within the scope of such policies.

21. Condemnation.

In the event less than a substantial part of the Demised 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 shall pay Rent and Additional Rent covering only that part of the Demised Premises not so taken; the Rent for such space shall be that portion of the total Rent and Additional Rent which the amount of square foot area remaining bears to the total square foot area of all of the Demised Premises. Tenant agrees that if the entire Demised Premises, or the building of which the Demised 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 Demised 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. Upon such condemnation or taking, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, leasehold improvements or goodwill. For purposes of this Section, a "substantial part" shall mean twenty five percent (25%) or more of the Demised Premises or the building of which the Demised Premises are a part.

Notwithstanding the foregoing provisions of this Section, Tenant shall be entitled to make a

separate claim against the condemning authority for loss of its leasehold interest or other damages provided that the amount of Landlord's award shall not be reduced thereby.

If less than a substantial part of the Demised Premises be taken by condemnation, or the Lease is not terminated in accordance with the foregoing provisions, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Demised Premises so as to constitute the Demised Premises a complete architectural unit, but Landlord shall not in any event be required to spend for such work more than the amount received by Landlord as damages. Tenant, at its sole cost and expense, shall, with respect to all signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant restore such part of the Demised Premises as is not taken to as near to its former condition as possible.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Demised Premises requires that the condemnation proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations under this Lease shall terminate.

22. Holding Over.

Tenant will, at the termination of this Lease, yield immediate possession to Landlord. Unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than thirty (30) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice. However, in the event of nonpayment of Rent or Additional Rent or any other payments required to be made by Tenant hereunder, when due, or of the breach of any other covenant herein contained by Tenant, Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby waived. All of the other terms and provisions of this Lease shall be applicable during the holdover period, except that Tenant shall pay Landlord from time to time upon demand as rental for the period of any holdover, an amount equal to twice the rent in effect on the Lease termination date, computed on a daily basis for each day of the holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided herein or in a written amendment to this Lease. This Section shall not be construed as Landlord's consent for Tenant to hold over.

In the event Tenant shall hold over after the expiration of the term hereby created, and if Landlord shall desire to regain possession of the Demised Premises promptly at the expiration of the term aforesaid, then at any time prior to Landlord's acceptance of Rent from Tenant as a monthly tenant hereunder, Landlord may forthwith re-enter and take possession of the Demised Premises without process, or by any legal process in force.

23. Quiet Enjoyment.

Landlord covenants that it now has good title to the Demised Premises and represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of the Lease without hindrance or molestation from Landlord, subject, however, to the terms and provisions of this Lease.

24. Lien for Rent.

Tenant hereby grants to Landlord a lien on all personal property of Tenant now or hereafter placed in or on the Demised Premises and such property shall be and remain subject to such lien of Landlord for payment of all Rent, Additional Rent and all other sums agreed to be paid by Tenant herein or for costs relating to the Demised Premises that Tenant may hereafter agree to pay to Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.

25. Events of Default.

The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the Rent, Additional Rent, or any other payment or reimbursement to Landlord required herein, when due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States, the Commonwealth of Virginia or a petition is filed against Tenant and such petition is not dismissed within thirty (30) days of filing.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant. If said receiver shall be appointed pursuant to the petition of someone other than Tenant, if such appointment is not terminated within thirty (30) days of appointment.

E. Tenant shall vacate or abandon the Demised Premises for ten (10) consecutive days, unless such vacating or abandonment is a result of alteration, renovation, fire or condemnation and Tenant manifests an intention to return.

F. The taking of this Lease or the Demised Premises or any part thereof upon execution or by other process of law directed against Tenant, or upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, which shall not be discharged or disposed of within forty-five (45) days after the levy thereof.

G. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, Additional Rent and other charges, and shall not cure such failure, within thirty (30) days after written notice thereof to Tenant.

H. A breach by Tenant of any other agreement Tenant has entered into with Landlord.

26. Remedies.

Upon the occurrence of any of the events of default, then, at the option of Landlord, Tenant's right of possession shall thereupon terminate, and Landlord shall be entitled to possession of the Demised Premises. Landlord may proceed to recover possession either by forcible reentry without process of law or by process of law. Any notice to quit, or of intention to reenter the Demised Premises, is hereby expressly waived by Tenant. In the event of such reentry by process of law or otherwise, Tenant nevertheless agrees to remain answerable for any and all damages, including, but not limited to, reasonable attorneys' fees, brokerage fees, expenses of placing the Demised Premises in first class rentable condition and deficiency

or loss of rent which Landlord may sustain by such reentry, whether or not Landlord re-lets the Demised Premises, plus interest from the date due to date of payment in the amount of one percent (1%) per month. In the event of reentry, Landlord shall have full power, which is hereby acceded to by Tenant, to re-let the Demised Premises for and on behalf of Tenant. Whether or not Landlord re-lets the Demised Premises, Landlord shall have the right both to sue each month for loss of Rent, Additional Rent, and monthly deficits and to sue immediately for all Rent, Additional Rent and monthly deficits due as of the date of default and due for the remaining term of the Lease, such rentals for the remainder of the term to be accelerated at Landlord's option. The commencement or maintenance of any one or more actions shall not bar Landlord from bringing subsequent actions for further accruals pursuant to provisions of this Section. Anything to the contrary notwithstanding, Landlord may, at its option, await the expiration of the term of this Lease before seeking to recover any such Rents, Additional Rents and monthly deficits, in which event the causes of action shall not be deemed to have accrued until the date of expiration of said term.

Tenant on behalf of itself and all persons claiming through Tenant, including all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law (i) to the service of any notice of intention to reenter, (ii) to reenter or repossess the Demised Premises, or (iii) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court, whether such dispossession, reentry, expiration or termination be by operation of law or pursuant to the provisions of this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or by law, nor shall pursuit of any remedy herein provided constitute, a forfeiture or waiver of any Rent or Additional Rent due to Landlord or of any damages accruing to Landlord by reason of the violation of any of the other terms, provisions and covenants of this Lease. No act or thing done by Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Demised Premises, and no agreement to terminate this Lease or accept a surrender of the Demised Premises shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed a waiver of any other violation or breach of any of the terms, provisions and covenants of this Lease. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of its remedies upon an event of default shall not constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

27. Landlord's Cure of Default by Tenant; Reimbursement of Expenses.

If Tenant defaults in making any payment or in doing any act herein required, then Landlord may, but need not, make such payment or do such act. If Landlord makes any such payment or incurs any charge or expense, on behalf of Tenant under the terms of this Lease, the amount of the payment or expense, shall constitute, Additional Rent hereunder, and shall, unless otherwise provided herein, be due and payable within ten (10) days after Landlord sends a written invoice therefor; provided, however, that the making of any such payment or the doing of such act by Landlord shall not cure such default by Tenant, or estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

28. Subordination.

This Lease is subject and subordinate to all ground or underlying leases, and to any mortgage or

deed of trust (which terms shall include both construction and permanent financing) that may now or hereinafter encumber or otherwise affect the Demised Premises or Landlord's leasehold interest therein, and to all renewals, extensions, modifications, consolidations, replacements, and/or refinancings thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or trustee to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any certificates or documents on behalf of Tenant. Tenant further covenants and agrees that it will, at the written request of the party secured by a mortgage or deed of trust, execute, acknowledge and deliver any instrument to effect the subordination of this Lease to such mortgage or deed of trust. Tenant agrees that in the event that any proceedings are brought for the foreclosure of such mortgage or deed of trust, Tenant shall attend to the purchaser at such foreclosure sale, if requested to do so by the Purchaser, and to recognize the purchaser as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give Tenant any right to terminate this Lease in the event that any such foreclosure proceeding occurs.

29. Estoppel Certificates.

Tenant agrees, upon not less than five (5) days written notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating any such modifications; (ii) certifying that Tenant has accepted possession of the Demised Premises; (iii) stating that no rent under this Lease has been paid more than thirty (30) days in advance of its due date (other than the security deposit); (iv) stating the address to which notices to Tenant should be sent; (v) certifying that Tenant, as of the date of any such certification, has no charge, lien or claim of set-off under this Lease, or otherwise, against rents or other charges due or to become due hereunder; and (vi) stating whether or not to the best of Tenant's knowledge, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. Any such statement delivered pursuant hereto maybe relied upon by any owner of the Demised Premises, any prospective purchaser of the Demised Premises, any mortgagee, or prospective mortgagee of the Demised Premises or of Landlord's interest, or any prospective assignee of any sub-mortgagee.

30. Mechanics' Lien.

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor or any construction or repairs. Tenant covenants and agrees to pay all sums legally due and payable by it on account of any labor performed or materials furnished on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises. If any mechanics' or materialmen's lien is filed against the Demised Premises for work furnished to Tenant such lien shall be discharged by Tenant within ten (10) days, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant fails to discharge any such mechanics' or materialmen's lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due. In no event, however, shall such payment by Landlord cure such default by Tenant or estop landlord from pursuing any remedy to which Landlord would otherwise be entitled.

31. Financing Requirements.

In the event that any bank, insurance company, or other financial institution providing mortgage financing for the Demised Premises requires, as a condition of such financing, that modification to this Lease be obtained, and provided that such modifications (a) are reasonable, (b) do not adversely affect Tenant's use of the Demised Premises as herein permitted under the terms of the Lease, and (c) do not increase the rentals and other sums required to be paid by Tenant hereunder, Landlord shall submit such required modifications to Tenant, and Tenant shall execute an Amendment hereto incorporating such modifications within ten (10) days after the same has been submitted to Tenant. If Tenant shall fail to so execute such an amendment, then Landlord shall thereafter have the right to terminate this Lease, by giving Tenant written notice of such termination, and Landlord shall thereupon be relieved from any further obligations hereunder.

32. Notices.

A. All Rent, Additional Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth in the Basic Lease Terms or at such other address as Landlord may specify from time to time by written notice.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties at the respective addresses set forth in the Basic Lease Terms, or at such other address as they have specified by written notice delivered in accordance herewith.

33. No Partnership.

Nothing contained in this Lease shall be construed to create a partnership or joint venture of or between Landlord and Tenant, or create any other relationship between those parties other than that of Landlord and Tenant. Any intention to create a joint venture, partnership or agency relationship between the Landlord and Tenant is hereby expressly disclaimed. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

34. No Representations by Landlord.

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Demised Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Tenant except as herein set forth. Tenant, by taking possession of the Demised Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Demised Premises is in good and satisfactory condition at the time of such taking of possession.

35. Brokers.

Landlord and Tenant shall be solely responsible for compensating such brokers as they may from time to time engage.

36. Waiver of Trial by Jury.

Tenant hereby waives its right to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto on any matters in any way connected with this Lease, the relationship of

Landlord and Tenant, and/or Tenant's use or occupancy of the Demised Premises.

37. Waiver of Redemption.

Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Demised Premises as provided herein.

38. Net Lease.

This section intentionally omitted.

39. Binding Effect of Lease.

It is agreed that all rights, remedies and liabilities of the parties hereto shall extend to their respective heirs' executors, administrators and, except as otherwise expressly provided in this Lease, their successors and permitted assigns.

40. Rules and Regulations.

Tenant, its agents, employees, invitees, licensees, customers, clients, and guests shall at all times abide by and observe all rules or regulations as may be promulgated from time to time by Landlord for the operation and maintenance of the Demised Premises, as the same may be in effect from time to time. Any default by Tenant, its agents, employees, invitees, licensees, customers, clients, and guests, of any of the provisions of the rules and regulations as amended, from time to time, shall be considered to be a default under the terms of this Lease.

Nothing contained in this Lease shall be construed to impose upon Landlord any obligation to enforce such rules and regulations and Landlord shall have no liability to Tenant or any other party for violation of the Rules and Regulations by any party whatsoever.

41. Applicable Law.

The laws of the Commonwealth of Virginia shall govern the validity, performance and enforcement of this Lease.

42. Time of Essence.

Time is of the essence with respect to the performance of Tenant's obligations under the Lease.

43. Acceptance of Charges.

Tenant's failure to object in writing to any statement, invoice or bill rendered by Landlord within five (5) days of its receipt shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or bill an account stated between Landlord and Tenant and final and binding upon the Tenant. In the event Tenant disputes the amount of any such statement, invoice or bill, Tenant shall nevertheless pay the amount disputed. In the event Tenant prevails in such dispute, Landlord will refund to Tenant the amount overpaid by Tenant.

44. Survival of Terms.

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Rent, and Additional Rent and Operating Expenses and all obligations and indemnifications concerning the condition of the Demised Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Demised Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Demised Premises in good condition and repair, reasonable wear and tear excepted. All such amounts shall be used by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied.

45. Partial Invalidity.

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be held void, unenforceable or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be effected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

46. Corporate Tenant.

If Tenant is a corporation or any other legal entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (i) Tenant is a duly constituted corporation or legal entity, as the case may be; (ii) Tenant is qualified to do business in the state in which the Demised Premises are located; (iii) all of Tenant's franchises and corporate taxes have been paid to date; (iv) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (v) such persons are duly authorized under applicable law by such corporation or other legal entity, as the case may be, to execute and deliver this Lease on behalf of the same.

47. Joint and Several Liability.

Each person and/or entity executing this Lease as a tenant shall be jointly and severally liable for all obligations, covenants, payments, and duties of Tenant hereunder.

48. Entire Agreement.

This Lease contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provision of this Lease shall be deemed to have been made unless it is in writing and signed by both parties hereto.

49. Multiple Copies.

The parties may execute multiple copies of this Lease, each of which shall be deemed an original.

50. Parking.

Tenant shall be entitled to use the onsite parking spaces pro rata with the other building tenants. Tenant shall not overburden the onsite parking available to the building.

51. Miscellaneous.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, in any place in which the context so requires.

B. If Tenant is a corporation or other entity, Tenant agrees to furnish to the Landlord, promptly upon demand, appropriate documentation evidencing the valid creation and existence of Tenant as a corporation or other entity, and proof of due authorization by the Shareholders, Board of Directors and/or owners of Tenant to enter into this Lease.

C. The captions, paragraph numbers and index appearing in this Lease are for convenience of reference only, and in no way define, limit or otherwise describe, explain, modify or amplify the interpretation or construction of any provision of this Lease.

D. Whenever reference is made to Landlord hereunder the same shall include the Landlord's partners, agents, and employees.

E. Landlord and Tenant each acknowledge that they have had full opportunity to obtain legal counsel prior to executing this Lease.

F. This Lease may not be recorded by Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Lease under seal as of the day and year first above written.

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD:

THE TOWN OF OCCOQUAN,
A Municipal corporation of the Commonwealth of Virginia

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Clerk, Town of Occoquan

APPROVED AS TO FORM:

Town Attorney

EXHIBIT "A"

DESCRIPTION/DEPICTION OF DEMISED PREMISES

DRAFT



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: January 5, 2021
9 C: Request to Authorize Occoquan Artisan Market Events	

Attachments: a. Memo dated December 31, 2020

Submitted by: Julie Little
Events and Community Development Director

Explanation and Summary:

It remains uncertain what phase the COVID-19 related gathering restrictions may be in this spring. Staff does not recommend canceling the spring craft show event; however, it may be too soon to host a festival-like event with 200+ vendors and 5,000 patrons per day within our downtown business district. In lieu of again canceling our major spring revenue-generating two-day event, staff proposes hosting a series of smaller craft markets in River Mill Park where there is room to spread out. In addition to being a more cautious approach during the COVID-19 pandemic, this plan lays the groundwork for revenue generation without some of the expenses that a much larger event would require. Indeed, if successful now, smaller, sleeker art markets may in fact be one reliable model to recoup lost revenue at future events in 2021 and beyond.

The attached memo outlines the proposal and requests that the Town Council authorize staff to promote and host three Artisan Markets in River Mill Park this spring and summer.

Town Manager's Recommendation: Recommend approval of retooled spring event as proposed; continue evaluation for Fall event.

Cost and Financing: Estimated Net Revenue \$43,000

Account Number: Public Events Fund

Proposed/Suggested Motion:

"I move to authorize staff to plan and execute the Occoquan Artisan Market events as proposed in the attached memo dated December 31, 2020."

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN

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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Krys Bienia
Cindy Fithian
Laurie Holloway
Eliot Perkins

TOWN MANAGER
Kirstyn Jovanovich

MEMORANDUM

TO : Kirstyn Jovanovich, Town Manager

FROM: Julie Little, Events and Community Development Director

DATE: December 31, 2020

SUBJECT: Spring 2021 Revenue Generating Event

Recognizing that COVID-19 pandemic impacts may not be fully mitigated by our normal Spring craft show season, it is staff's recommendation that in lieu of cancelling the spring show for a second year, we continue to pivot by introducing a redesigned and somewhat abridged version of our larger show. Staff is proposing to host a total of three market weekends, one in May, June and July, each sleek and distinct, and each individually curated from the work of juried artisans.

The goals of this event would be to (1) host a safe event that supports our business and artisan communities, as well as provide a unique experience for residents and visitors to enjoy; and (2) produces revenues similar to our past Spring Craft Show events, which supports our Capital Improvement Program and helps keep our real estate tax rate low.

About the Event - Occoquan Artisans Market

Instead of one large two-day event, staff is proposing holding smaller two-day markets with up to 50 vendors each weekend in River Mill Park on May 8-9, June 5-6, and July 10-11, 2021. This event structure would not require road closures within the downtown, and would reduce expenses and impacts normally incurred when hosting more than 200 vendors at one time.

- Each market weekend would be hosted in River Mill Park and limited in size and scope (up to 50 vendors, depending on space/gathering requirements).
- Roads within the historic district would remain open.
- No shuttles, or if warranted and permitted, would be limited to one 32-passenger and only available at the VDOT lot on Rt 123.
- An entry fee of \$5 for ages 12 and older.
- Volunteer requirements would be reduced per event.
- Reducing expenditures by not incurring major shuttle costs (estimated pre-COVID: \$23,600) and portajohns (estimated pre-COVID: \$2,300).

Proposed Budget

The average net revenue from spring craft show years 2019, 2018 and 2017 is \$51,600. The net revenue for this event is projected to be \$43,000, based on 40 vendors per show and an estimated of 5,000 attendees total. If possible, the plan is to return to the standard structure for the Fall Craft Show being a much larger two-day event in Fall 2021.

Occoquan Artisans Market - Proposed Budget			
Revenue	Item	Cost Per Item	Budget
Booth Rentals	120	\$275.00	\$33,000
Entry Fee	5,000	\$5.00	\$25,000
Total			\$58,000
Expenditures			Budget
Labor			\$3,000
Materials and Supplies			\$2,000
Table Rentals			\$1,000
Shuttle Rental			\$0
Entertainment			\$2,000
Advertising			\$7,000
Total			\$15,000
Net Revenue			\$43,000

Conclusion and Next Steps

Most crafters and artisans begin scheduling their events at the beginning of the year for the full calendar year. In order to ensure we attract and register quality artisans, it is important to begin accepting applications for spring events immediately. Staff is seeking direction to move forward with the Occoquan Artisan Markets as outlined in this memo, given the continued uncertainty regarding the COVID-19 pandemic and what restrictions may continue to be in place during the first half of 2021. As we continue through the year, our hope is that we will be able to host a traditional Fall Craft Show in September, but staff will continue to monitor and make recommendations to Council later in the spring to determine how to move forward with events occurring in the 1st and 2nd quarters of the 2022 fiscal year.