



# TOWN OF OCCOQUAN

Circa 1734 | Chartered 1804 | Incorporated 1874

314 Mill Street  
PO BOX 195  
Occoquan, VA 22125  
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## Occoquan Town Council Town Council Meeting December 5, 2023 | 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. Request to Approve November 8, 2023, Town Council Meeting Minutes
  - b. Request to Reappoint Walt Seiberling to the BZA
  - c. Request to Adopt Ordinance to Amend Title VII of the Town Code
  - d. Request to Adopt Arbor Day 2023 Proclamation
5. **Mayor's Report**
6. **Councilmember Reports**
7. **Boards and Commissions**
8. **Administrative Reports**
  - a. Administrative Report
  - b. Town Treasurer's Report
  - c. Town Attorney
9. **Public Hearing**
  - a. Public Hearing and Action to Award Franchise to Own and Operate EV Charging Stations at the Town-Owned Parking Lot on the 100 Block of Mill Street for Commercial Use
10. **Regular Business**
  - a. Request to Authorize the Town Manager to Select a Contractor for a New Town Seal and Approve a Selection Process
  - b. Request to Approve Agreement with Visit Occoquan
11. **Discussion Items**
  - a. Discussion on Limiting Sales of Certain Products in Town
12. **Closed Session**
13. **Adjournment**

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.  
A copy of this agenda with supporting documents is available online at [www.occoquanva.gov](http://www.occoquanva.gov).



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>4. Consent Agenda</b>	<b>Meeting Date:</b> December 5, 2023
Request to Approve Consent Agenda	

**Attachments:** See below

**Submitted by:** Adam C. Linn  
Town Manager

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**Explanation and Summary:**

This is a request to approve the consent agenda:

- a. Request to Approve November 8, 2023, Town Council Meeting Minutes
- b. Request to Reappoint Walt Seiberling to the BZA
- c. Request to Adopt Ordinance to Amend Title VII of the Town Code
- d. Request to Adopt Arbor Day 2023 Proclamation

**Staff Recommendation:** Recommend approval as presented.

**Proposed/Suggested Motion:**

"I move to approve the consent agenda."

OR

Other action Council deems appropriate.



**OCCOQUAN TOWN COUNCIL**  
**Meeting Minutes - DRAFT**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, November 8, 2023**  
**7:00 p.m.**

**Present:** Mayor Earnie Porta; Vice Mayor Loges, Councilmembers Cindy Fithian, Nancy Freeborne Brinton (remote), Theo Daubresse, and Eliot Perkins

**Absent:** None

**Staff:** Adam Linn, Town Manager / Chief of Police; Matt Whitmoyer, Deputy Town Manager; Philip Auville, Town Clerk; Julie Little, Events Director; Jason Forman, Deputy Chief of Police; Liz Quist, Interim Town Treasurer (remote); Martin Crim, Town Attorney (remote); Bruce Reese, Town Engineer (remote)

**1. CALL TO ORDER**

Mayor Porta called the meeting to order at 7:00 p.m.

As a result of personal matters, Councilmember Freeborne Brinton attended remotely from Columbus, OH.

**2. PLEDGE OF ALLEGIANCE**

**3. CITIZENS' TIME**

No one spoke during citizens' time.

**4. CONSENT AGENDA**

- a. October 3, 2023, Meeting Minutes
- b. Request to Adopt Veterans' Day Proclamation

**Councilmember Perkins moved to approve the Consent Agenda. Vice Mayor Loges seconded. Motion passed unanimously by voice vote.**

Mayor Porta asked for unanimous consent to move item 10A Discussion on Limiting Sales of Certain Products in Town to the December 5<sup>th</sup> Town Council Meeting. There being no objection, the item was tabled until the December 5<sup>th</sup> Town Council Meeting.

Mayor Porta asked for unanimous consent to add to the agenda a Request to Reappoint a Member to the Architectural Review Board (ARB). There being no objection, the item was added to the agenda to be approved under the Boards and Commissions Report.

Mayor Porta asked for unanimous consent to move up on the Administrative Reports the Town Treasurer Report. There being no objection, the item was moved up on the agenda.

**5. ADMINISTRATIVE REPORTS**

**b. Town Treasurer's Report**

The interim Town Treasurer, Mrs. Quist, provided a written report as part of the agenda packet.

Mayor Porta noted that the cash flow issue has been resolved and that if straight lining the budget about twenty-five percent (25%) has been spent and anything greater than that are from upfront costs.

Mayor Porta asked on the revenues if there has been an increase in park rentals.

Mr. Linn replied that the number of rentals are similar to last year's, with more rentals occurring before the winter period.

## 6. MAYOR'S REPORT

Mayor Porta reported the following:

- On October 4<sup>th</sup>, he attended the dedication of a new bench in River Mill Park by the Woodbridge Women's Club.
- On October 17<sup>th</sup>, he was interviewed by Caleb Eklund for a Boy Scout Project.
- On October 19<sup>th</sup>, he served as the Program Day lead for the annual Leadership Prince William History & Government Day session.
- On October 19<sup>th</sup>, he attended the Good Scout Award Dinner.
- On October 20<sup>th</sup>, he emceed Trivia Night in River Mill Park.
- On October 21<sup>st</sup>, he attended the ribbon-cutting for Occoquan Outfitters.
- On October 24<sup>th</sup>, he attended the annual Arbor Foundation Tree Planting event in town.
- On October 25<sup>th</sup>, he assisted with the painting of the Haunted Maze.
- On October 26<sup>th</sup>, he gave a walking historic tour of town to two AARP groups.
- On October 27<sup>th</sup>, he attended the end of the Murder Mystery event in River Mill Park and assisted with cleanup and breakdown.
- On October 28<sup>th</sup>, he led the annual Costume Parade down Mill Street and emceed the costume judging contest.
- On October 28<sup>th</sup>, he staffed the Haunted Maze from 5:00 - 10:00 p.m. as a skull-lit zombie.
- On November 3<sup>rd</sup>, he emceed the last Trivia Night of the year in River Mill Park.
- On November 7<sup>th</sup>, he met again with WETA for some additional filming on a segment they are doing on Occoquan.

## 7. COUNCILMEMBER REPORTS

Councilmember Perkins noted that he along with Planning Commissioner Somma attended the 2023 Northern Virginia Recreational Trail Summit. He also expressed his appreciation to the police department for the large amount of volunteer hours provided to the Town.

Councilmember Daubresse noted the outreach for the Spirits & Spirits events in Town appeared to draw more people from outside the area into Town.

Vice Mayor Loges noted that she assisted a resident on addressing some trees that were overhanging on the resident's property. She thanked staff for their quick response to the issue. She also noted that she helped Town Staff by reviewing the ad and criteria for a part time treasurer.

Councilmember Fithian noted that she attended and enjoyed the Hollywood Murder Mystery event in River Mill Park.

Councilmember Freeborne Brinton noted her appreciation to staff for the outreach on Town events, and is looking forward to the events being held on November 18<sup>th</sup>.

## 8. BOARDS AND COMMISSIONS

Councilmember Perkins reported that the Planning Commission met on October 26<sup>th</sup>. He noted that the Planning Commission has been focused on Strategic Planning. He further indicated that the Planning Commission had been holding subcommittee meetings on individual topics of the Strategic Plan (Riverwalk Vision Plan, Parking Solutions, Occoquan as a Trail Town, Beautification and Public Arts Program, and Environmental Sustainability). He further noted that he and Councilmember Daubresse have been working on a Volunteer Corp Program for events in Town.

Councilmember Daubresse reported that the Architectural Review Board (ARB) did not meet on October 24<sup>th</sup>.

A Request to Reappoint Member to the Architectural Review Board (ARB) was added to the agenda to reappoint Ms. Merial Curren as a Regular Member of and the Business Representative to the Architectural Review Board (ARB).

**Councilmember Perkins moved to reappoint Ms. Merial Curren for a three-year term, effective November 8, 2023 and ending December 31, 2026. Councilmember Fithian seconded. Motion passed unanimously by voice vote.**

## 9. ADMINISTRATIVE REPORTS

### a. Administrative Report

Mr. Linn provided a written report as part of the agenda packet.

Mr. Linn noted that at the next Council Meeting staff will present to Council a process for creating a new Town Seal including potential vendors for the design of the seal.

Mayor Porta noted the number of Meals Tax Delinquencies and was appreciative that staff was staying on top of the delinquencies.

Vice Mayor Loges suggested a possible option for designing a new Town Seal through the use of CrowdSpring.com. Vice Mayor Loges indicated her willingness to assist staff on the project.

Councilmember Daubresse asked when the SLFRF funds must be allocated. Mr. Linn replied that the SLFRF funds have to all be allocated by December of 2024. Mr. Linn further discussed the possibility of allocating remaining SLFRF funds to the General Fund since the remaining funds are considered "lost revenue."

Councilmember Fithian asked why the site plan for the Mill at Occoquan wasn't approved. Mr. Reese replied that not all the comments to the Developer were addressed, and it is common to go through multiple site plans on a large project.

Councilmember Perkins asked if there was a timeline on the crosswalk safety concern on Washington Street. Mr. Linn replied that the light heads at the crosswalk were replaced, and the County is currently waiting on Dominion Power for a quote on getting a new streetlight installed. Once received staff plans to approach Supervisor Boddye's office for funding.

Councilmember Fithian asked about the increase in traffic summons from September 2022 to September 2023. Mr. Linn noted that the auxiliary officers had completed the academy and were working more traffic. He also indicated that there has been more enforcement on Washington

Street especially during school bus hours adding to the increase in traffic summonses being issued.

Councilmember Freeborne Brinton asked about the timeline for Tanyard Hill Road to be reopened. Mr. Linn replied that the current date for the end of the road closure is scheduled for November 10<sup>th</sup>.

Vice Mayor Loges asked if Town Staff could do a walkthrough around the gaslights to see which ones needed to be repaired or relit. She also noted that she had spoken to the Town Manager about an event held in River Mill Park on a Saturday in October where the number of attendees exceeded the amount on the reservation application, and noted she was concerned about the parking. She noted that parking that day was completely full by 12 when the event started, and that event went on for 5 hours. She asked if something should be done regarding the parking associated with large events in the park. After discussion, it was decided that when there are large events held in the Town parks, the police department should plan on making sure that timed parking enforcement is monitored in the free timed parking district.

#### **b. Town Attorney**

Mr. Crim provided a written report as part of the agenda packet. There were no questions.

### **10. REGULAR BUSINESS**

Mayor Porta asked for unanimous consent to move up on the Regular Business agenda the Request to Approve Services Funding Agreement with Visit Occoquan. There being no objection, the item was moved up on the agenda.

#### **d. Request to Approve Services Funding Agreement with Visit Occoquan**

Sarah Burzio, owner of Visit Occoquan, and Merial Curren, member of Occoquan Business Partners, came up to answer questions from Council in regard to the Services Funding Agreement.

Vice Mayor Loges asked if Visit Occoquan is currently registered as a 501 (c)(3). Mr. Linn and Ms. Burzio indicated that Visit Occoquan is not yet a 501(c)(3) organization but is applying for that designation. Mr. Linn noted that the Town is looking to support a non-profit organization so that the Town can start moving towards having a Virginia Main Street Program.

Vice Mayor Loges asked if an addendum can be added to acknowledge the intent of Visit Occoquan to become a 501 (c)(3). Mr. Crim agreed that an addendum could be added.

Vice Mayor Loges asked for clarification on the rationale for the fixed price contract with Visit Occoquan including only two payments, instead of more frequent payments. Mr. Linn responded that the first contract period was 6 months (the remainder of the existing fiscal year) and that for a full year the payments would be quarterly.

Vice Mayor Loges asked why section 3B of the agreement requires coordination with Public Works and Public Safety. Mr. Linn replied that Visit Occoquan may still be run events that the Occoquan Business Partners (OBP) organization ran and although they would be outside of the scope of this agreement, staff believed reiterating the need for coordination with the town on such events was warranted.

Vice Mayor Loges asked about the Item 3C, which indicates that Visit Occoquan shall have the opportunity to participate in any studies, packets, or boards for commissions that may impact the

continued vitality of the Town's Business District. Mr. Linn replied that this language originally came from the City of Manassas' funding agreement for a corresponding non-profit. It does not provide Visit Occoquan with any special access to information beyond that enjoyed by any citizen, but is simply designed to encourage cooperation in moving toward participation in the Virginia Main Street program.

Vice Mayor Loges noted that Item 3C says that the Town Mayor is to appoint a representative to its Board of Directors. Mr. Linn noted that this has been changed to indicate that the Town Manager will make the appointment.

Vice Mayor Loges asked for clarification on Item 10F of the agreement. Mr. Linn replied that it was added to make it clear that the agreement is with Visit Occoquan and not to be used as a pass-through to a single subcontractor.

Vice Mayor Loges asked why Item 11, the Termination Clause, requires 120-days minimum notice and asked if it could be moved it to a lower number. Mayor Porta recommended the minimum notice be reduced to 60 days, noting that work already done by Visit Occoquan would nevertheless need to be reimbursed.

Vice Mayor Loges asked to confirm that there isn't an increase of the budget line item for Visit Occoquan. Mr. Linn replied that Town Budget remains the same and that the cost of the Agreement would come from currently-budgeted funds.

After discussion the Town Council moved to have Town Staff make minor adjustments to the Agreement and to have the Agreement on the agenda for December's Town Council Meeting.

**a. Request to Approve a Resolution of Appreciation and Recognition to Althea Marie Robinson**

**Councilmember Freeborne Brinton moved to adopt Resolution R-2023-15 recognizing Alethea Marie Robinson for sharing her time and talents with the Occoquan Community in the design and installation of a mural at the intersection of Route 123 and Commerce Street. Councilmember Fithian seconded. Motion passed unanimously by voice vote.**

Mayor Porta asked for unanimous consent to move up on the agenda the Request to approve the Reimbursement of the Hollows Section II HOA for the Installation of a Streetlight at West Locust and Frayer's Farm Court and the Request to Execute Agreement with Axon Enterprise for New Body-Worn Cameras System. There being no objection, the items were moved up on the agenda.

**c. Request to Approve the Reimbursement of the Hollows Section Town HOA for the Installation of a Streetlight at West Locust and Frayer's Farm Court**

Vice Mayor Loges asked if the road the streetlight is going on is private or public. Mayor Porta noted that it is on a private road but will serve a public purpose since the road is the only access to a Town-owned road.

**Vice Mayor Loges moved to approve the reimbursement of up to \$1,712.03 from the Capital Improvement Program's Streetscape Budget to the Hollows Section Town HOA for the installation of a streetlight at the intersection of Frayer's Farm Court and West Locust Street. Councilmember Daubresse seconded. Motion passed unanimously by voice vote.**

**e. Request to Execute Agreement with Axon Enterprise for New Body-Worn Cameras System**

Mr. Linn noted that the cost for body-worn cameras has gone up and was originally budgeted in

the CIP Funds for \$7,000. The cost has since gone up to just under \$10,000 a year for the system. He also noted that the cost is not only for the cameras but for video storage and system costs. Mayor Porta noted that he believes it necessary for their own protection for the Police Department to have body-worn cameras.

**Councilmember Perkins moved to authorize the Town manager to execute an agreement with Axon Enterprise to provide a body-worn camera system for the Occoquan Police Department for an amount not to exceed \$50,000.00. Councilmember Fithian seconded. Motion passed unanimously by voice vote.**

**b. Riverwalk Vision Plan Report and Next Steps**

Councilmember Perkins presented and briefly discussed The Berkley Group Riverwalk Vision Report. Councilmember Perkins also provided a PowerPoint Presentation from the Planning Commission's Riverwalk Subcommittee.

**Vice Mayor Loges moved to authorize the Mayor to appoint and chair a special committee for the purpose of planning the expansion of the Town Riverwalk and providing a report thereon by May 21, 2024. Councilmember Freeborne Brinton seconded. Motion passed unanimously by voice vote.**

Mayor Porta appointed Vice Mayor Loges, Councilmember Fithian, Councilmember Freeborne Brinton, Councilmember Daubresse, Councilmember Perkins, Town Manager Adam Linn, Town Resident and Planning Commissioner Bob Love, and Town resident Nick Roper, to the Riverwalk Expansion Special Committee.

**11. DISCUSSION ITEMS**

**b. Discussion on EV Charger Agreement**

Mr. Linn noted that the Town was working with Greenspot as a potential vendor for a franchise but noted that the town attorney had advised that section 13.1 of the draft franchise agreement would be unenforceable against the town under Virginia law.

After discussion Council directed staff to post an notice to potential bidders of an EV Charging Franchise for the installation of EV Charging Stations in Town at 170 Mill Street.

**c. Discussion on Tree Lighting**

Councilmember Perkins discussed expanding the 2023 Tree Lighting Event at cost of up to \$1,000 to purchase luminary bags with candles to line Mill Street, additional decorations, food related items, and additional fire pits for roasting marshmallows and nuts. Staff may approve such costs unilaterally but wanted the matter discussed by the Town Council. After discussion the Council indicated it had no objection.

**12. CLOSED SESSION**

**Vice Mayor Loges moved that the Council convene in closed session to discuss the following as permitted by Virginia Code § 2.2-3711 (A)(1), a personnel matter involving: assignment, appointment, promotion, performance, demotion, salaries, discipling, or resignation of specific public officers, appointees, or employees of the Town; specifically dealing with the Town Manager / Chief of Police. And as permitted by Virginia Code § 2.2-3711 (A)(3), a matter involving: discussion or consideration of the acquisition of real property for a public purpose; specifically involving**



**Property within Town, because discussion in an open meeting would adversely affect the City's bargaining position or negotiating strategy. And as permitted by Virginia Code § 2.2-3711 (A)(7), consultation with legal counsel or briefing by staff members or consultants pertaining to: probable litigation involving ADA Matters; where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the city. And as permitted by Virginia Code § 2.2-3711 (A)(8), consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, relating to ADA Matters. And as permitted by Virginia Code § 2.2-3711 (A)(19), a matter involving: Comprehensive Emergency Management Response including tactical plans. Councilmember Fithian seconded. Motion passed unanimously by voice vote.**

The Council went into closed session at 9:40 p.m.

The Council came out of closed session at 11:07 p.m.

Vice Mayor Loges moved to certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed in a closed session under the provisions of the Virginia Freedom of Information Act as cited in that motion. Seconded by Councilmember Fithian. The motion passed unanimously by roll call vote.

Ayes: Vice Mayor Loges, Councilmember Daubresse, Councilmember Freeborne Brinton,  
Councilmember Perkins

Nays: None

### 13. ADJOURNMENT

The meeting was adjourned at 11:08 p.m.

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Philip Auville, Town Clerk



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>4. Consent Agenda</b>	<b>Meeting Date:</b> December 5, 2023
<b>4B: Request to Reappoint Member to the Board of Zoning Appeals</b>	

**Attachments:** a. Draft Resolution

**Submitted by:** Adam C. Linn  
Town Manager

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**Explanation and Summary:**

This is a request to adopt the attached draft resolution to request reappointment of Mr. Seiberling for a term through January 31, 2029. The Prince William County Circuit Court makes appointments to the Board of Zoning Appeals; however, the Town Council is asked to recommend names to the Court for consideration and appointment of one individual for each vacancy.

The Board is to consist of five residents of the town, who are appointed by the Circuit Court for a five-year term. Members are able to serve consecutive terms.

In September 2021, the Town Council recommended five individuals to serve on the Board, who were then appointed by the Circuit Court:

- Jim Drakes (January 31, 2022)
- Nick Roper (January 31, 2023)
- Liz Quist (January 31, 2024)
- Walt Seiberling (January 31, 2024)
- Vicky Somma (January 31, 2026)

In April 2022, the Town Council recommended the reappointment of Jim Drakes, who the Circuit Court appointed to a term ending January 31, 2027. In February 2023, the Town Council recommended the reappointment of Nick Roper, who the Circuit Court appointed to a term ending January 31, 2028.

**Staff Recommendation:** Recommend adoption of the attached resolution.

**Proposed/Suggested Motion:**

"I move to adopt Resolution R-2023-16 to submit the following name to the Prince William County Circuit Court for appointment to the Occoquan Board of Zoning Appeals: Walt Seiberling for a term through January 31, 2029."

OR

Other action Council deems appropriate.

**TOWN OF OCCOQUAN, VIRGINIA  
RESOLUTION**

**RESOLUTION FOR AN APPOINTMENT TO BOARD OF ZONING APPEALS**

**WHEREAS**, in September 2021, at the recommendation of the Town Council, the Prince William County Circuit Court appointed five members to the Occoquan Town Board of Zoning Appeals; and

**WHEREAS**, Board Member Walt Seiberling filled the remainder of a previous member’s term through January 31, 2024; and

**WHEREAS**, the Town Council wishes the Circuit Court to reappoint Walt Seiberling to a new five year term on the Occoquan Town Board of Zoning Appeals.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council directs the Town Attorney to submit the following name and term to the Prince William County Circuit Court as the Town Council’s recommendation for appointment to the Occoquan Town Board of Zoning Appeals: Walt Seiberling for a term ending January 31, 2029.

**Adopted by the Town Council of the Town of Occoquan, Virginia this 5<sup>th</sup> Day of December 2023.**

**MOTION:**

**DATE: December 5, 2023  
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**

\_\_\_\_\_  
**Philip Auville, Town Clerk**



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>4. Consent Agenda</b>	<b>Meeting Date:</b> December 5, 2023
<b>4C: Request to Adopt Ordinance to Amend Title VII of the Town Code</b>	

**Attachments:** a. Draft Ordinance

**Submitted by:** Adam C. Linn  
Town Manager

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**Explanation and Summary:**

This is a request to adopt an ordinance to amend Title VII of the Town Code.

Title VII of the Town Code is the Town's Traffic Code. It outlines traffic and parking related regulations, establishes the Town's snow emergency routes, and sets out the vehicle license fee, or auto decal, regulations.

The amendments include various changes to Chapters 70 through 78 of the Town Code, including amendments to help clarify traffic and parking regulations and the vehicle license fee.

**Background**

As part of a months-long review process, Town staff is reviewing each title of the Town Code to ensure consistency with the new Town Charter and make any other revisions that improve Town processes and services. Town staff will bring amended titles to Town Council for adoption on an approximately quarterly basis.

**Staff Recommendation:** Recommend adoption of the attached ordinance.

**Proposed/Suggested Motion:**

"I move to adopt Ordinance O-2023-16 to amend Title VII of the Town Code as presented."

OR

Other action Council deems appropriate.

**ORDINANCE # 0-2023-16**

**AN ORDINANCE TO AMEND TITLE III OF THE TOWN CODE**

**BE IT ORDAINED** by the Council for the Town of Occoquan, Virginia meeting in regular session this 5<sup>th</sup> day of December, 2023:

1. That the Occoquan Town Council hereby amends Title VII of the Occoquan Town Code as follows:

**TITLE VII: TRAFFIC CODE**

Chapter

- 70. GENERAL PROVISIONS**
- 71. MOTOR VEHICLE DECALS**
- 72. TRAFFIC REGULATIONS**
- 73. PARKING REGULATIONS**
- 74. REMOVAL OF UNATTENDED OR IMMOBILE VEHICLE**
- 75. KEEPING OF INOPERABLE VEHICLES**
- 76. SNOW EMERGENCY ROUTES**
- 77. PARKING SCHEDULES**
- 78. SHARED MOBILITY SYSTEMS**

***Statutory reference:***

*Abandoned vehicles, see VA Code §§ 46.2-1200 et seq.*

*General powers of local governments as to motor vehicles, see VA Code §§ 46.2-1300 et seq.*

*Identification of disabled parking spaces by above grade signage, see VA Code § 36-99.11*

*Local vehicle license, see VA Code §§ 46.2-752 et seq.*

*Motor vehicles, see VA Code §§ 46.2-100 et seq.*

*Parking regulations in cities, towns, and certain counties, see VA Code § 46.2-1220*

*Removal of vehicles involved in accidents, see VA Code § 46.2-1212*

*Removal or immobilization of motor vehicles against which there are outstanding parking violations, see VA Code § 46.2-1216*

## CHAPTER 70: GENERAL PROVISIONS

### Section

- 70.01 Compliance with chapter
- 70.02 General powers of Council relative to parking
- 70.03 Adoption of state law
- 70.04 Operation of miscellaneous vehicles
  
- 70.98 Additional assessment for electronic summons system
- 70.99 Penalty

### § 70.01 COMPLIANCE WITH CHAPTER.

It shall be unlawful for any person to refuse, fail, or neglect to comply with any of the provisions of this chapter or any rule or regulation promulgated pursuant to this chapter.  
(1998 Code, § 62-1) (Ord. O-2002-04, passed 2-12-2002) Penalty, see § 70.99

### § 70.02 GENERAL POWERS OF COUNCIL RELATIVE TO PARKING.

(A) The Council hereby delegates to the Town Manager or the Manager's designee the authority to enforce the regulations found in Chapters 70, 73, 76 and 77 of the Town Code and to make and enforce any additional regulations concerning on-street and off-street parking that may be required, including, but not limited to, penalties for violations, deadlines for the payment of fines, and late payment penalties for fines not paid when due.

(B) When any parking regulation is established pursuant to this article, the Town Manager or the Manager's designee shall cause to be erected appropriate signs or markers sufficient to attract the attention of an ordinarily observant person who may be affected by such regulation.  
(1998 Code, § 62-1) (Ord. O-2002-04, passed 2-12-2002; Ord. O-2021-01, passed 2-2-2021)

### § 70.03 ADOPTION OF STATE LAW.

(A) (1) Pursuant to the authority of ~~Chapter 2§11~~ of the Town Charter (~~2021+1998~~), as amended, and pursuant to VA Code §§ 1-220, 18.2-268.12, and Title 46.2 Chapter 13, specifically §§ 46.2-1300 and 46.2-1313, as amended, all of the provisions and requirements of the laws of the state, effective as of July 1, 2004, including future amendments to those state statutes as may from time to time be adopted by the state's General Assembly, effective upon the same date as the effective date of such state statutes and not before, contained in VA Code Title 46.2, and VA Code Title 18.2, Chapter 7, Article 2, as amended, as well as those provisions and requirements of VA Code Title 16.1, Chapter 11, Article 9 (§§ 16.1-278 et seq.), pertaining to the disposition of juveniles charged with violations of misdemeanors and traffic infractions contained in the previously referenced portions of VA Code Titles 18.2 and 46.2, and the ordinances of the town, are adopted and incorporated by reference and made applicable within the town: except those provisions and

requirements the violation of which constitutes a felony; except those provisions and portions which specifically authorize the adoption of a local ordinance but do not provide for direct incorporation of specific provisions and requirements, requiring instead, the local governing body to provide provisions and requirements; and, except those provisions and requirements which, by their very nature, can have no application to or within the town. The provisions and requirements of VA Code §§ 46.2-1247 through 46.2-1253 are specifically incorporated by reference as provided for separately in each of those sections.

(2) Such provisions and requirements are hereby adopted, *mutatis mutandis*, and made part of this section as fully as those set forth at length herein; and it shall be unlawful for any person within the town to violate, fail, neglect, or refuse to comply with any provision of VA Code Title 46.2, VA Code Title 18.2, Chapter 7, Article 2, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under VA Code Title 16.1, Chapter 11, Article 9 (§§ 16.1-278 et seq.), VA Code Title 18.2, Chapter 7, Article 2 (§§ 18.2-266 et seq.), or of VA Code Title 46.2.

(B) (1) When such provisions and requirements of VA Code Title 46.2; VA Code Title 18.2, Chapter 7, Article 2; and VA Code Title 16.1, Chapter 11, Article 9, incorporate and adopted herein, make reference to or in turn incorporate other provisions of the VA Code, rules or regulations promulgated by an arm or agency of the state or the United States, the United States Code, the United States Code of Federal Regulations, the State Administrative Code, federal or state motor carrier safety regulations, regulations promulgated by the Superintendent of State Police pertaining to commercial motor vehicle safety pursuant to the United States Motor Carrier Act of 1984, regulations promulgated by the State Division of Motor Vehicles, or to other provisions, standards, specification, regulations, or uniform codes, they shall apply, *mutatis mutandis*, as if set forth herein.

(2) All definitions of words and phrases contained in such provisions and requirements hereby adopted shall apply, *mutatis mutandis*, to such words and phrases when used in this chapter unless clearly indicated to the contrary. References to “highways of the state” or “Commonwealth” contained in such provisions and requirements hereby adopted shall be deemed to refer to the streets, highways, and other public ways within the town.

(C) The penalties imposed for the violation of any provision or requirement adopted by this section shall be and are, *mutatis mutandis*, as provided by general law for the same or similar offenses under general state law, particularly, VA Code Title 46.2 or under VA Code Title 18.2, Chapter 7, Article 2 (§§ 18.2-266 et seq.) or as provided for juveniles pursuant to VA Code Title 16.1, Chapter 11, Article 9 (§16.1-278 et seq.); effective as of July 1, 2004; including future amendments to those state statutes as may from time to time be adopted by the general assembly, effective upon the same date as the effective date of such state statutes and not before.

(D) Except as otherwise directed by the Town Manager, It shall be the duty of the Police Department to has the responsibility to enforce this section.

~~(D)~~(E) (1) Each of the foregoing provisions of this section has been adopted in an endeavor to preserve and extend the public welfare and safety, it is declared to be the legislative intent that, if any portion, division, sentence, clause, or provision of this section is held invalid or unconstitutional, or the application thereof to any person or circumstances, the remainder of this section shall not be affected or impaired by such judgment, decision, or order of any court of competent jurisdiction and shall be interpreted, if necessary, so as to give a meaning consistent with the purpose and intent of this section. For this purpose, the provisions of this section are severable from the particular portion or provision so declared to be unconstitutional or invalid and the remaining portions thereof shall remain in full force and effect where not inseparably connected in meaning and effect with the portion or provision of this section so declared to be unconstitutional or invalid. This division (D) reiterates § 10.05 of this code.

(2) If any portion of this section is found to be in conflict with any other provision of this code, the provisions of this section shall prevail. Adoption of this section, however, shall not affect nor prevent any pending or future prosecution of any violation of said code occurring prior to the effective date of this section; nor any violation of said code that is merely alternative to this section.  
(1998 Code, § 62-2) (Ord. passed 5-13-1997; Ord. O-2004-14, passed 6-8-2004) Penalty, see § 70.99

#### **§ 70.04 OPERATION OF MISCELLANEOUS VEHICLES.**

(A) It shall be the duty of the Police Department to enforce this section.

(B) No person shall play on a highway designated for vehicular traffic within the town. No person shall use roller skates, skateboards, toys, or other devices on wheels or runners, except bicycles, mopeds, motorcycles, and other vehicles licensed by the state on highways where play is prohibited.

(C) No person riding on any bicycle, moped, roller skates, skateboards, toys, or other devices on wheels or runners shall attach the device or himself or herself to any vehicle on a roadway. This division (C) is not intended to prohibit the lawful attachment or towing of trailers and the like.  
(1998 Code, § 62-3) Penalty, see § 70.99

#### **§ 70.98 ADDITIONAL ASSESSMENT FOR ELECTRONIC SUMMONS SYSTEM.**

(A) There is hereby assessed an additional sum of \$5 as part of the costs in each criminal or traffic case in the district or circuit courts located within Prince William County in which a defendant is charged with a violation of any statute or ordinance, which arose within the town.

(B) The assessment shall be collected by the Clerk of the Court in which the action is filed, remitted to the Treasurer of the town, and held by the Treasurer subject to disbursements by the Town Council to the Police Department solely to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system.  
(Ord. O-2019-02, passed 4-2-2019)



**§ 70.99 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed in this code or in parking regulations adopted under § 70.02 shall be subject to § 10.99 of this code of ordinances. Violations of parking regulations adopted under § 70.02 shall be parking infractions subject to a fine not to exceed \$250.

(B) (1) Whenever a penalty is provided in the VA Code for the violation of any section of the VA Code adopted by reference in § 70.03, the penalty for a violation of § 70.03 shall be the same as the penalty provided by state statute for a like offense.

(2) Every person convicted of a violation of any of the provisions of this chapter or rule or regulation promulgated pursuant to this chapter, for which no other penalty is provided and which is not defined as a misdemeanor, shall be punished by a fine of not more than \$250; however, in no event shall any penalty imposed for a violation of any of the provisions of this chapter or rule or regulation promulgated pursuant to this chapter exceed the penalty prescribed by general law of the state for a like offense.

(1998 Code, § 62-1)

(C) If any person rides any bicycle or skateboard on any sidewalk in the town, such person shall be guilty of a traffic infraction and, upon conviction, shall be fined not less than \$5 nor more than \$250.

(1998 Code, § 62-3)

(Ord. O-2002-04, passed 2-12-2002; Ord. O-2021-01, passed 2-2-2021)

## CHAPTER 71: MOTOR VEHICLE DECALS

### Section

- 71.01 Definitions
- 71.02 Licenses
- 71.03 Military personnel
- 71.04 Proration of license fee and deadline for application for license
- 71.05 Fees; transfer; duplicate
- 71.06 Licensing requirements for parked vehicles

- 71.99 Penalty

### Statutory reference:

*Local vehicle license, see VA Code §§ 46.2-752 et seq.*

### § 71.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**LICENSE YEAR.** A period of time that shall commence on November 16 and shall expire on the following November 15 in each year.

**MOTOR VEHICLE.** Any land vehicle that is self-propelled or designed for self-propulsion, except mopeds.  
(1998 Code, § 62-36) (Ord. passed 5-13-1997)

### § 71.02 LICENSES.

(A) The situs for the imposition of local vehicle licensing fees is in all cases, except as hereinafter provided, the county, city, or town in which the motor vehicle, trailer, or semitrailer is normally garaged, stored, or parked. If it cannot be determined where the personal property is normally garaged, stored, or parked, the situs shall be the domicile of its owner. If the owner of the motor vehicle is a full-time student attending an institution of higher education, the situs shall be the domicile of such student, provided the student has presented sufficient evidence that he or she has paid a personal property tax on the motor vehicle in his or her domicile. The owner of any motor vehicle described in this division (A) shall obtain

from the town a license, in the form of a motor vehicle decal, for such motor vehicle.

(B) Application for such license shall be made to the Treasurer of the town or his or her duly appointed agent. Such application shall contain a brief description of the motor vehicle to be licensed, including make and serial-license plate number, together with such other pertinent information as the Treasurer or his or her authorized agent may require. The applicant shall ~~may be required to~~ show a valid vehicle registration card ~~showing an address within the limits of the town or,~~ proof of a business licensed by the town, or other documentation deemed necessary for verifying the situs of the vehicle by the Treasurer or his or her authorized agent. Upon payment of the license fee, the Treasurer or his or her authorized agent shall issue a decal for each vehicle for which proper application has been made. The decal shall bear a suitable number and shall be attached to the vehicle in such a manner as to be visible at all times. Such decal shall be affixed to the windshield at a location designated by the Superintendent of the Department of State Police.

(C) Vehicles with Virginia Department of Motor Vehicles issued antique plates shall be exempt from the requirement to obtain from the town a license in the form of a motor vehicle decal.  
(1998 Code, § 62-37) (Ord. O-2019-03, passed 2-5-2019)

### **§ 71.03 MILITARY PERSONNEL.**

Military personnel, who are exempt from the provisions of this chapter under the provisions of the Soldier's and Sailor's Civil Relief Act, being 50 U.S.C. §§ 3901 et seq., as amended, shall be required to pay a handling charge of \$1.  
(1998 Code, § 62-38)

### **§ 71.04 PRORATION OF LICENSE FEE AND DEADLINE FOR APPLICATION FOR LICENSE.**

Half of the annual license fee shall be paid if application for such license is made on or after May 15 of the license year. Application for license under this chapter shall be made within 30 days after such motor vehicle is principally garaged, stored, or parked in the town.  
(1998 Code, § 62-39) (Ord. O-2005-05, passed 6-14-2005)

### **§ 71.05 FEES; TRANSFER; DUPLICATE.**

(A) The license fee shall be established annually by the Town Council for the ensuing license year during its budget adoption process, the amount not to exceed the license fee of the state on the vehicle.

(B) Transfer of license by an owner to a replacement vehicle shall be permitted upon payment of a fee of \$5.

(C) If any motor vehicle decal issued under the provisions of this chapter is lost or mutilated or becomes illegible, the owner shall make immediate application for and obtain a duplicate or substitute decal, upon furnishing information of such fact satisfactory to the Treasurer and upon payment of \$5. A person, having once applied for and received a duplicate or substitute motor vehicle decal, shall not be entitled to apply again for and receive a duplicate decal during the license year for which the original motor vehicle decal was issued.

(1998 Code, § 62-40) (Ord. O-2005-05, passed 6-14-2005) Penalty, see § 71.99

**§ 71.06 LICENSING REQUIREMENTS FOR PARKED VEHICLES.**

~~It shall be unlawful for any motor vehicle to be parked on any public property, thoroughfare, street, alley, or parking area within the town limits unless such vehicle has a valid state license plate, state emissions, or other inspection sticker if required by law and, if otherwise required by the provisions of this chapter, a valid town decal. If such violation continues for more than two consecutive days, such motor vehicle may be towed away by the town at the owner's expense.~~

(a) It shall be unlawful for any person to park, keep or permit to be parked or kept any motor vehicle, trailer or semitrailer, in or on any public highway, street, alley, public easement or other public thoroughfare in the town, or any other area in the town subject to regulations by the town, unless:

- (1) The motor vehicle shall be currently inspected and approved in accordance with the provisions of the laws of the state.
- (2) The vehicle shall be currently registered and licensed to be operated upon the highways of this state in accordance with the provisions of the laws of this state, and a valid state license plate shall be visibly displayed.
- (3) The vehicle shall be currently licensed to be operated upon the highways of the town in accordance with the laws of the town, and the provisions of this chapter including displaying a valid town decal.

(b) Subsection (a) of this section shall not apply to a vehicle on which a valid license plate of another state shall be visibly displayed.

(c) If any such violation under this subsection continues for more than two consecutive days, such motor vehicle may be towed away by the town at the owner's expense.

(1998 Code, § 62-42) (Ord. O-2020-01, passed 3-4-2020) Penalty, see § 71.99

**§ 71.99 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 70.99 of this code of ordinances.

(B) Pursuant to § 71.05, it shall be unlawful for any owner of a motor vehicle to fail to obtain and display upon the vehicle the decal of the town. Failure to do so shall constitute a misdemeanor, the penalty for which shall not exceed that of a class 4 misdemeanor. A violation may not be discharged by payment of a fine except upon presentation of satisfactory evidence that the required license has been obtained.

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## CHAPTER 72: TRAFFIC REGULATIONS

### Section

- 72.01 Operator to give full time and attention to driving
- 72.02 Vehicle to be kept under proper control
- 72.03 No blocking of intersection
- 72.04 Noise from muffler and exhaust systems in vehicles operated on a highway
  
- 72.99 Penalty

### **§ 72.01 OPERATOR TO GIVE FULL TIME AND ATTENTION TO DRIVING.**

No person shall operate a motor vehicle upon the highways of the town without giving his or her full time and attention to the operation of the vehicle. Violation of this provision shall constitute a traffic infraction punishable under § 72.99.

(1998 Code, § 62-76) (Ord. O-2021-01, passed 2-2-2021) Penalty, see § 70.99

### **§ 72.02 VEHICLE TO BE KEPT UNDER PROPER CONTROL.**

No person shall operate a motor vehicle upon the highways of the town, failing to keep the vehicle under proper control at all times. Violation of this provision shall constitute a traffic infraction punishable under § 72.99.

(1998 Code, § 62-77) (Ord. O-2021-01, passed 2-2-2021) Penalty, see § 70.99

### **§ 72.03 NO BLOCKING OF INTERSECTION.**

No operator of a vehicle shall enter an intersection or marked crosswalk unless there is sufficient space beyond such intersection or crosswalk in the direction in which such vehicle is proceeding to accommodate the vehicle without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic control signal indication to proceed. Violation of this provision shall constitute a traffic infraction punishable under § 72.99.

(1998 Code, § 62-78) (Ord. O-2017-01, passed 1-3-2017; Ord. O-2019-07, passed 5-21-2019; Ord. 2021-01, passed 2-2-2021) Penalty, see § 70.99

**§ 72.04 NOISE FROM MUFFLER AND EXHAUST SYSTEMS IN VEHICLES OPERATED ON A HIGHWAY.**

(A) Except as provided in division (B) of this section, no person shall operate a vehicle on a highway within the town if that vehicle is not equipped with a muffler and exhaust system conforming to VA Code §§ 46.2-1047 and 46.2-1049.

(B) The provisions of this section shall not apply to any antique motor vehicle licensed pursuant to VA Code § 46.2-730, provided that the engine is comparable to the standard factory exhaust system for that particular vehicle, and the exhaust system is in good working order and in constant operation.  
(Ord. O-2022-02, passed 5-17-2022)

**§ 72.99 PENALTY.**

Violation of any provision of this Chapter 72 is punishable as a traffic infraction with a penalty of up to \$250.  
(Ord. O-2021-01, passed 2-2-2021)

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## CHAPTER 73: PARKING REGULATIONS

### Section

73.01 Enforcement of parking regulations

73.02 Restricted and no parking areas generally

~~73.02~~73.03 Parking prohibited in specific places

~~73.03~~73.04 Parking commercial vehicles, recreational vehicles, and trailers

~~73.04~~73.05 Parking on private property

~~73.05~~73.06 Disabled parking

~~73.06~~73.07 Parking for certain purposes prohibited

~~73.07~~73.08 Presumption as to owner of illegally parked vehicle

~~73.08~~—Stopping on streets or highways generally

73.09

—Arrest for violations of chapter; release on summons and promise to appear; admitting to bail

73.10

~~73.09~~—When arresting officer shall take person before judicial officer in lieu of issuing summons

73.11

~~a.~~73.12 Removal of motor vehicles, vehicles, or trailers against which there are outstanding parking violations

73.99 Penalty

### § 73.01 ENFORCEMENT OF PARKING REGULATIONS.

(A) It shall be the duty of the Police Department to enforce the parking regulations of the town.

(B) The police officer shall attach to the vehicle in violation a notice that such vehicle has been parked in a manner that fails to comply with the provisions of this chapter, and that the appropriate sum, according to the fine schedule, may be paid to the Town Treasurer or his or her duly appointed agent at ~~314 Mill Street, Occoquan, Virginia,~~ within ten days from the time of noncompliance appearing on such notice, exclusive of Saturdays, Sundays, and national holidays, and further notifying such owner that if the appropriate fine is paid within such time, no action shall be taken to prosecute the owner for the excessive or improper parking specified on such notice; otherwise, the owner will be in violation of this chapter, and a summons will be issued.

(C) If any person should fail to pay the appropriate fine, the police officer who issued the citation shall notify the violator on the records of the State Department of Motor Vehicles that the fine provided by law for such violation may be paid within five days of receipt of such notice. The notice to the violator shall be contained in an envelope bearing the words “Law Enforcement Notice” stamped on its face in type at least one-half inch in height.



(D) If a person should fail to respond to the notification, the police officer who issued the citation shall obtain a summons through the magistrate's office. If the officer issuing the original citation does not or cannot cause a summons to be issued in accordance with this section, the chief of police or his designated agent may cause such summons to be issued. Such summons shall be in a form, and shall be served, as provided by law, and the trial shall be a trial of the original parking citation.

(E) If any person should contest a parking citation, a request shall be made in writing to the Town Clerk or his or her duly appointed agent for an appointment for a slot on the issuing officer's court date. If the person cited is under age 18, the case will be heard in juvenile and domestic relations district court; if the person cited is 18 years or older, the case will be heard in general district court.

(F) The Town Treasurer or his or her duly appointed agent is authorized to collect the fines cited in this section and deposit them in the General Fund of the town treasury.  
(1998 Code, § 62-111) (Ord. O-2014-05, passed 12-2-2014)

### **§ 73.02 RESTRICTED AND NO PARKING AREAS GENERALLY.**

The Chief of Police is hereby authorized and directed to make, promulgate and enforce rules and regulations for the parking or stopping of vehicles upon the highways; to classify vehicles with reference to parking or stopping; to designate the time, place and manner in which such vehicles may be allowed to park or stop upon the highways; to designate areas for bus stops, taxistands and loading zones; and to revoke, alter or amend such rules and regulations at any time when, in the Chief's opinion, traffic conditions and the use of the highways require. It shall be the duty of the Chief, upon the promulgation of such regulations and before they shall become effective, to give such public notice thereof, by establishing and posting signs or otherwise as may be reasonably adequate to make clear to the operators of vehicles in no parking or restricted parking areas the existence, nature and requirements of such regulations. From and after the effective date of regulations imposed in any area by virtue of this section, it shall be unlawful for any person to stop or park any vehicle in any restricted or prohibited area otherwise than in accordance with these regulations.

### **§ 73.02-03 PARKING PROHIBITED IN SPECIFIC PLACES.**

(A) When parking in locations other than marked parking space, no person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer ~~or in marked parking spaces:~~

- (1) On or blocking a sidewalk;
- (2) In front of a public or private driveway;
- (3) On a pedestrian crosswalk;
- (4) Alongside or opposite any street excavation or obstruction when such parking would obstruct traffic;
- (5) On the roadway side of any vehicle parked at the edge or curb of a street (double parking);
- (6) In a restricted zone where such zone is marked by official signs or markings unless the

vehicle properly falls within the permitted class for the restricted zone;

- (7) In a marked fire lane;
- (8) Upon any bridge;
- (9) At any place where signs prohibit parking;
- (10) In any location or manner which operates to obstruct traffic;
- (11) On the wrong side of the street (left wheel to curb);
- (12) Across marked lines of a parking space unless the parking space is too small to avoid such manner of parking;
- (13) Over the top of the curb;

(14) In a restricted zone in excess of the permitted time limit, where such zone is marked by official signs or markings, unless the vehicle properly falls within the permitted class for the restricted zone; ~~and/or~~

(15) Alongside a yellow curb; and/or

(16) At or in the vicinity of a fire, vehicle accident, or other area of emergency, in such a manner as to create a traffic hazard or interfere with law-enforcement officers, fire fighters, rescue workers, or others whose duty it is to deal with such emergencies. Any vehicle found unlawfully parked in the vicinity of a fire, accident, or area of emergency may be removed by order of a law-enforcement officer or, in the absence of a law-enforcement officer, by order of the uniformed fire or rescue officer in charge, at the risk and expense of the owner if such vehicle creates a traffic hazard or interferes with the necessary procedures of law-enforcement officers, fire fighters, rescue workers, or others whose assigned duty it is to deal with such emergencies. The charge for such removal shall not exceed the actual and necessary cost. Vehicles being used by accredited information services, such as press, radio, and television, when being used for the gathering of news, shall be exempt from the provisions of this section, except when actually obstructing the law-enforcement officers, fire fighters, and rescue workers dealing with such emergencies.

(B) No person other than a police officer or a person acting at the direction of the Police Department shall move a vehicle onto any such prohibited area or away from a curb such distance as is unlawful, or start or cause to be started the motor of any motor vehicle, or shift, change, or move the levers, brake, starting device, gears, or other mechanism of a parked motor vehicle to a position other than that in which it was left by its owner or driver, or attempt to do so.

(1998 Code, § 62-112) Penalty, see § 73.99

**Statutory reference:**

*Parking in certain locations, see VA Code § 46.2-1239*

**§ 73.03—04 PARKING COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, AND TRAILERS.**

~~No person shall park any vehicle, including recreational vehicles, exceeding 10,000 pounds gross vehicle weight or any trailer of any type, whether or not connected to a tow vehicle, on or alongside the roads, highways, and streets in the town for a continuous period of more than four hours. This section shall not be applicable to school buses or to business vehicles when parked at the established commercial business or motor vehicle carriers while picking up or delivering passengers or merchandise or to vehicles parked pursuant to the performance of work or service at such location.~~

~~(a) No person shall park any commercial vehicle, recreational vehicle, boat, or any trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle, on or alongside roads, highways and streets in any area of the town except that, during regularly scheduled school hours, school buses may be parked in town by their drivers for a continuous period not to exceed four hours.~~

~~(b) This section shall not be applicable to vehicles picking up or discharging passengers or merchandise or stopped for less than 15 minutes to make necessary repairs or pursuant to the performance of work or service in residential areas or utility generators located on trailers and being used to power network facilities during a loss of commercial power.~~

~~(c) For the purpose of this section, the term "commercial vehicle" shall mean every motor vehicle with a gross weight of more than 6,500 pounds, or in excess of 246 inches (20 feet, five inches) in length or in excess of 84 inches (seven feet) wide, or in excess of 100 inches (eight feet, four inches) tall. The term shall also include all construction dump trucks, equipment, cranes, well-digging apparatus and other heavy equipment, except when such equipment is being used for construction activities at sites where building permits are in force. For purposes of this section, vehicle dimensions shall include all attachments, accessories or load on the vehicle except rear view mirrors.~~

~~(d) For the purpose of this section, the term "recreational vehicle" shall mean every vehicle in excess of 16 feet in length or eight feet in height, which is designed primarily for use as living quarters for human beings.~~

~~(e) For purposes of this section, the term "boat" shall include boats mounted on trailers.~~

~~(f) Any person found guilty of violating the provisions of this section shall pay a fine as set forth in Town Code § 73.99.~~

(1998 Code, § 62-113) Penalty, see § 73.99

### **§ 73.04-05 PARKING ON PRIVATE PROPERTY.**

No person shall stand or park a vehicle on any private lot or lot area without the express or implied consent of the owner of such lot or area. Whenever signs or markings have been erected on any lot or lot area contiguous or adjacent to a street, thoroughfare, or alley indicating that no vehicles are permitted to stand or park thereon, it shall stand or park thereon, it shall be unlawful for any person to drive a vehicle across any curb or lot line or over any driveway from a street or alley into such lot or area for the purpose of standing or parking such vehicle, or for any person to stop, stand, or park any vehicle in such lot or area.

(1998 Code, § 62-114) Penalty, see § 73.99

### **§ 73.05-06 DISABLED PARKING.**

(A) It shall be unlawful for any nondisabled operator of a motor vehicle to park in a parking space reserved and marked for the disabled with an above-grade sign distinctly indicating that the space is

reserved for disabled parking at privately owned shopping centers, business offices, or other commercial place of business, or to park in a disabled parking zone unless a disabled person is a passenger in the motor vehicle. If any vehicle so parked is not properly marked with disabled license plates or decals issued pursuant to VA Code §§ 46.2-731 or 46.2-739, or pursuant to any similar law of the state in which it is registered, it shall be deemed to be prima facie evidence of a violation of this section. A summons for this offense may be issued by a member of the town's Police Department without the necessity of a warrant's being obtained by the owner of such shopping center or business office, or other commercial place of business.

(B) It shall be unlawful for any person to block spaces reserved and marked off for the disabled by placing, or causing to be placed, snow, dirt, construction material, or any other items that effectively deny access to the disabled parking space.

(1998 Code, § 62-115) Penalty, see § 73.99

### **§ 73.06-07 PARKING FOR CERTAIN PURPOSES PROHIBITED.**

(A) It shall be unlawful for any person to park or place any automobile, truck, trailer, or other vehicle upon or in any street or alley for the purpose of selling or offering the vehicle for sale or rent. No sign or lettering shall be attached or placed upon any automobile, truck, trailer, or other vehicle parked in or upon any public street or alley of the town indicating that such vehicle is offered for sale or for rent. It shall also be unlawful to park any vehicle from which any merchandise is being sold upon any street in the town.

(B) It shall be unlawful to stop a vehicle at any time upon a street or highway for the purpose of advertising any article of any kind, or to display upon such vehicle advertisements of any article or advertisement for the sale of the vehicle itself.

(C) It shall be unlawful for any person to park a vehicle upon any street or highway for the principal purpose of greasing or repairing the vehicle, except minor repairs necessitated by emergency.

(1998 Code, § 62-116) Penalty, see § 73.99

### **§ 73.07-08 PRESUMPTION AS TO OWNER OF ILLEGALLY PARKED VEHICLE.**

In any prosecution charging a violation of any section of this chapter or any ordinance of the town governing the standing or parking of a vehicle, proof that the particular vehicle involved in such stated offense was parked in violation of such section or ordinance, together with proof that the defendant named in the summons or warrant was, at the time of such standing or parking, the registered owner of such vehicle, shall constitute, in evidence, a prima facie presumption that such registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

(1998 Code, § 62-117)

### **§ 73.08-09 STOPPING ON STREETS OR HIGHWAYS GENERALLY.**

(A) No vehicle shall be stopped in such a manner as to impede or render dangerous the use of a street or highway by others, except in the case of an emergency as the result of an accident or mechanical breakdown, in which case a report shall be made to the nearest police officer as soon as practicable; and the vehicle shall be removed from the roadway to the shoulder as soon as possible and removed from the shoulder without unnecessary delay; and, if such vehicle is not promptly removed, such removal may also

be ordered by a police officer at the expense of the owner if the disabled vehicle creates a traffic hazard or impedes the flow of traffic.

(B) (1) Except upon streets or portions of streets where angle parking is permitted, and except when actually loading or unloading merchandise, no vehicle shall be stopped except close to and parallel with the right-hand curb.

(2) In no instance shall such vehicle be parked with the curbside wheels farther than 12 inches from the curb.

(C) (1) No vehicle shall be stopped at or in the vicinity of a fire, accident, or other area of emergency in such a manner as to create a traffic hazard or interfere with the necessary procedures of police, firefighters, rescue workers, or others whose duty it is to deal with such emergencies.

(2) Any vehicle found unattended in the vicinity of such fire, accident, or area of emergency may be removed by order of a police officer at the risk and expense of the owner if such vehicle creates a traffic hazard or impedes the flow of traffic, or interferes with the necessary procedures of police, firefighters, rescue workers, or others whose assigned duty it is to deal with such emergencies.

(D) The provisions of this section shall not apply to any vehicle owned or controlled by the State Department of Transportation or the town, while actually engaged in the construction, reconstruction, or maintenance of streets or highways.

(1998 Code, § 62-118) Penalty, see § 73.99

### **§ 73.09—10 ARREST FOR VIOLATIONS OF CHAPTER; RELEASE ON SUMMONS AND PROMISE TO APPEAR; ADMITTING TO BAIL.**

(A) Whenever any person is arrested for a violation of any provision of this subchapter, the arresting officer shall, except as otherwise provided in § 73.10, take the name and address of such person and the license number of his or her motor vehicle and issue a summons or otherwise notify him or her in writing to appear at a time and place to be specified in such summons or notice. Such time shall be at least five days after such arrest unless the person arrested shall demand an earlier hearing. Such person shall, if he or she so desires, have a right to an immediate hearing or a hearing within 24 hours at a convenient hour, and before a court having jurisdiction within the town. Such officer shall thereupon and upon the giving by such person of his or her written promise to appear at such time and place forthwith release him or her from custody.

(B) Any person refusing to give such written promise to appear shall be taken immediately by the arresting or other police officer before the nearest or most accessible judicial officer or other person qualified to admit to bail having jurisdiction under this chapter.

(1998 Code, § 62-119) Penalty, see § 73.99

### **§ 73.10—11 WHEN ARRESTING OFFICER SHALL TAKE PERSON BEFORE JUDICIAL OFFICER IN LIEU OF ISSUING SUMMONS.**

If any person is believed by the arresting officer to have committed a felony or be likely to disregard a summons issued under § 73.09, the arresting officer, unless a summons was issued, shall take such

person forthwith before the nearest or most accessible judicial officer or other person qualified to admit to bail in lieu of issuing the summons required by § 73.09, who shall determine whether or not probable cause exists that such person is likely to disregard a summons, and may issue either a summons or warrant as deemed proper.  
(1998 Code, § 62-120)

**§ 73.11—12 REMOVAL OF MOTOR VEHICLES, VEHICLES, OR TRAILERS AGAINST WHICH THERE ARE OUTSTANDING PARKING VIOLATIONS.**

(A) Any motor vehicle, vehicle, or trailer parked on a public highway or public ground against which there are three or more unpaid or otherwise unsettled parking citations may be removed by towing to a place within Prince William County designated by the Chief of Police for the temporary storage of such vehicles at the owner's expense.

(B) Any motor vehicle, vehicle, or trailer parked upon private property, including privately owned streets and roads, may be removed in the manner provided in division (A) above, provided the following conditions are met:

(1) No motor vehicle, vehicle, or trailer may be removed from property that is owned or occupied as a single-family residence.

(2) The owner of the property or an association of apartment or condominium owners formed pursuant to VA Code §§ 55-79.1 *et seq.*, or VA Code §§ 55-79.39 *et seq.*, has given written authorization to enforce this section.

(C) The removal of the motor vehicle, vehicle, or trailer shall be by or under the direction of an officer or employee of the Police Department.

(D) Upon removal of the motor vehicle, vehicle, or trailer, the Police Department shall inform as soon as practicable, the owner of the removed motor vehicle, vehicle, or trailer of the nature and circumstances of the unsettled parking citations for which the vehicle was removed.

(E) The owner of a removed motor vehicle, vehicle, or trailer, or other person acting on his behalf, shall be permitted to repossess or to secure the release of the motor vehicle, vehicle, or trailer by tendering payment for the outstanding parking citations for which the motor vehicle, vehicle, or trailer was removed, including all costs incidental to the removal, and storage of the motor vehicle, vehicle, or trailer, and the efforts to locate the owner of the motor vehicle, vehicle, or trailer.

(F) If the owner fails or refuses to pay the fines and costs identified in division (E) above, or should the identity or whereabouts of the owner be unknown and unascertainable, the motor vehicle, vehicle, or trailer may be sold in accordance with the procedures set forth in the VA Code § 46.2-1213, after giving notice to the owner at his last known address and to the holder of any lien of record with the office of the Virginia Department of Motor Vehicles.

(Ord. O-2022-03, passed 5-17-2022)

**§ 73.99 PENALTY.**

(A) Any person violating any provision of this chapter or of a parking regulation adopted pursuant to Town Code § 70.02 shall be subject to the fines and penalties set out in the parking regulation adopted pursuant to Town Code § 70.02.

(B) Any person who willfully violates his or her written promise to appear, given in accordance with 73.09, shall be guilty of a class 1 misdemeanor and treated in accordance with the provisions of VA Code § 46.2-938.

(1998 Code, § 62-119)

(Ord. O-2014-05, passed 12-2-2014; Ord. O-2020-01, passed 2-2-2021)

DRAFT

## CHAPTER 74: REMOVAL OF UNATTENDED OR IMMOBILE VEHICLE

### Section

- 74.01 Provision for removal
- 74.02 Removal by police officer
- 74.03 Written request
- 74.04 Presumption of abandonment
- 74.05 Removal, disposal of vehicle involved in accident

### § 74.01 PROVISION FOR REMOVAL.

The police may remove for safekeeping any motor vehicle, trailer, semitrailer, or parts of such vehicle if it is:

(A) Left unattended on a public highway or other public property and constitutes a traffic hazard;

(B) Illegally parked;

(C) Left unattended for more than ten calendar days either on public property or on private property without the permission of the property owner, lessee, or occupant; and/or

(D) Immobilized on a public roadway by weather conditions or other emergency situation.  
(1998 Code, § 62-151)

### § 74.02 REMOVAL BY POLICE OFFICER.

Removal of unattended or immobile vehicles shall be carried out by or under the direction of a police officer.

(1998 Code, § 62-152)

### § 74.03 WRITTEN REQUEST.

Motor vehicles, trailers, or semitrailers or parts of such vehicles shall not be removed from private property without written request of the owner, lessee, or occupant of the premises.

(1998 Code, § 62-153)



#### **§ 74.04 PRESUMPTION OF ABANDONMENT.**

It shall be presumed that such vehicle is abandoned if it lacks either a current license plate, a current town license decal, or a valid Commonwealth safety inspection certificate or sticker~~state emissions~~ or other inspection sticker if required by law and if it has been in a specific location for four days without being moved.

(1998 Code, § 62-154)

#### **§ 74.05 REMOVAL, DISPOSAL OF VEHICLE INVOLVED IN ACCIDENT.**

(A) Whenever a motor vehicle, trailer, or semitrailer involved in an accident is found upon any highway and is so located as to impede the orderly flow of traffic, the police officer may:

(1) At no cost to the owner or operator, remove the vehicle, trailer, or semitrailer to some point in the vicinity where it will not impede the flow of traffic; or

(2) Have the vehicle removed to a storage area for safekeeping and shall report the removal to the State Department of Motor Vehicles and to the owner of the vehicle, as promptly as possible.

(B) If the vehicle is removed to a storage area under division (A)(2) above, the owner shall pay to the parties entitled thereto all costs incidental to its removal and storage.

(1998 Code, § 62-155)

## CHAPTER 75: KEEPING OF INOPERABLE VEHICLES

### Section

- 75.01 Definitions
- 75.02 Exceptions to provisions of chapter
- 75.03 Regulated
- 75.04 Removal
- 75.05 Disposal
- 75.06 Reasonable notice

### **Statutory reference:**

*Keeping of inoperable motor vehicles, see VA Code §§ 15.2-904, 15.2-905*

### **§ 75.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***INOPERABLE MOTOR VEHICLE.*** Any motor vehicle, trailer, or semitrailer that is not in operating condition, or does not display valid license plates, a state safety inspection sticker, or a town motor vehicle decal.

***SHIELDED OR SCREENED FROM VIEW.*** Hidden from sight from adjoining or nearby properties or streets by plantings or fences.  
(1998 Code, § 62-186)

### **§ 75.02 EXCEPTIONS TO PROVISIONS OF CHAPTER.**

The provisions of this chapter shall not apply to a licensed business regularly engaged as an automobile dealer, salvage dealer, or scrap processor.  
(1998 Code, § 62-187)

### **§ 75.03 REGULATED.**

It shall be unlawful for a property owner to keep, except in a fully enclosed building or structure or otherwise shielded or screened from view, on any property zoned for residential, commercial, or

agricultural purposes, any motor vehicle, trailer, or semitrailer as such is defined in VA Code § 46.2-100, which is inoperable.

(1998 Code, § 62-188) Penalty, see § 70.99

#### **§ 75.04 REMOVAL.**

The owners of property zoned for residential, commercial, or agricultural purposes shall, at such times as the town may prescribe, remove from their property any inoperable motor vehicle that is not kept within a fully enclosed building or structure or otherwise fully shielded or screened from view. The town may remove the inoperable motor vehicle whenever the owner of the premises, after reasonable notice, has failed to do so.

(1998 Code, § 62-189)

#### **§ 75.05 DISPOSAL.**

If the town removes an inoperable motor vehicle, after having given reasonable notice, the town may dispose of the vehicle after giving additional notice to the owner of the premises. The cost of the removal and disposal may be charged to either the owner of the inoperable vehicle or the owner of the premises, and the cost may be collected by the town as taxes and levies are collected. Every cost authorized by this section with which the owner of the premises has been assessed shall constitute a lien against the property from which the inoperable vehicle was removed, and the lien shall continue until actual payment of the cost has been made to the town.

(1998 Code, § 62-190)

#### **§ 75.06 REASONABLE NOTICE.**

Whenever reasonable notice of removal to a property owner is required, the reasonable notice shall be satisfied by the methods set forth below.

(A) Reasonable notice of the date fixed by the town for removal of inoperable vehicles shall be given by mail or personal delivery to each property owner by written notice or by newspaper publication.

(B) Upon failure of such property owner to remove such inoperable vehicles, by the date fixed, the town shall notify the property owner, by certified and by regular mail, that he or she has 15 days from the date of the notice to remove the inoperable vehicles; and upon his or her failure to so remove, the town shall have the vehicles removed and shall charge the cost to the owner. The requirement of notification by certified mail shall be satisfied by mailing of such certified letter to the property owner's current address, listed in the real estate tax records of the county.

(1998 Code, § 62-191)

## CHAPTER 76: SNOW EMERGENCY ROUTES

### Section

- 76.01 Posting of signs
- 76.02 Parking; obstructing traffic by failure to have snow tires or chains
- 76.03 Removal of stalled, abandoned, and the like vehicles

- 76.99 Penalty

### **Cross-reference:**

*Parking schedules, see Ch. 77 Sch. I*

### **§ 76.01 POSTING OF SIGNS.**

All snow emergency routes designated in Ch. 77, Sch. I shall be posted with appropriate signs indicating their designation as snow emergency routes. Such signs shall be placed not more than 2,500 feet apart in either direction.

(1998 Code, § 62-193) (Ord. O-2015-06, passed 10-6-2015)

### **§ 76.02 PARKING; OBSTRUCTING TRAFFIC BY FAILURE TO HAVE SNOW TIRES OR CHAINS.**

(A) In the event of snow, sleet, hail, freezing rain, ice, water, flood, high wind, or storm, or the threat thereof, it shall be unlawful for any person to park any vehicle on any snow emergency route designated in Chapter 77, Schedule I or to obstruct or impede traffic on any such snow emergency route by reason of failure to have any vehicle operated thereon equipped with adequate snow tires or chains.

(B) The drivers of the following vehicles shall be exempt from the provisions of this section:

- (1) Commercial vehicles making emergency deliveries of fuel and motor oils, coal, gasoline, goods, milk, and medicines;
- (2) Emergency vehicles of public service corporations;
- (3) Ambulances and vehicles carrying sick or injured persons;
- (4) Vehicles engaged in snow removal operations or sanding streets;

- (5) Tow trucks;
- (6) Vehicles of physicians responding to sick calls;
- (7) Vehicles carrying Unites States mail for delivery;
- (8) Police vehicles;
- (9) Fire vehicles;
- (10) Government emergency vehicles; and

(11) Hearses and motor vehicles in funeral processions.

(1998 Code, § 62-194) (Ord. O-2015-06, passed 10-6-2015) Penalty, see § 76.99

### **§ 76.03 REMOVAL OF STALLED, ABANDONED, AND THE LIKE VEHICLES.**

In the event of snow, sleet, hail, freezing rain, ice, water, flood, high wind, or storm, or the threat thereof, the Police Department may remove, or cause to be removed, any vehicle that is stalled, stuck, parked, or abandoned on or along any snow emergency route designated in Chapter 77, Schedule I. Such vehicle may be removed, stored, and disposed of in accordance with VA Code § 46.2-1209.

(1998 Code, § 62-195) (Ord. O-2015-06, passed 10-6-2015)

### **§ 76.99 PENALTY.**

Each violation of any provision of this chapter shall be punishable by a fine of \$50 in addition to any removal, storage, or disposal charges, charged by the tow operator.

(1998 Code, § 62-196) (Ord. O-2015-06, passed 10-6-2015)

## CHAPTER 77: PARKING SCHEDULES

### Schedule

- I. Designated snow emergency routes

#### **SCHEDULE I. DESIGNATED SNOW EMERGENCY ROUTES.**

Designated snow emergency routes are as follows:

- (A) Commerce Street, from Gordon Boulevard (Route 123) to Ellicott Street;
  - (B) Ellicott Street, from Mill Street to Union Street;
  - (C) Mill Street, from town line (Poplar Lane) to River Mill Park (cul-de-sac);
  - (D) Union Street, from Mill Street to town line (Tanyard Hill Road); and
  - (E) Washington Street, from town line (Occoquan Road) to Mill Street.
- (Ord. O-2015-06, passed 10-6-2015) (1998 Code, § 62-192) Penalty, see § 76.99

## CHAPTER 78: SHARED MOBILITY SYSTEMS

### Section

- 78.01 Policy statement and purpose
- 78.02 Definitions
- 78.03 License requirement
- 78.04 Operating regulations
- 78.05 Transfer of licenses

### § 78.01 POLICY STATEMENT AND PURPOSE.

The purposes of this chapter are:

(A) To establish rules and regulations governing the operation of shared mobility systems within the town to protect the health, safety, and welfare of customers and the general public; and

(B) To gather data relating to the risks associated with shared mobility systems. These provisions apply to any deployment of shared mobility systems (to include direct rental or similar programs) within the town's jurisdictional boundaries or on town-owned property outside its boundaries.

(Ord. O-2019-08, passed 11-7-2019)

### § 78.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CUSTOMER.** The end user who is riding a device.

**GEO-FENCING.** A virtual perimeter that operates with a device's onboard GPS to authorize parking of the device, to prevent or limit operation of the device, and/or to provide an alert notice to the licensee or customer, whenever the device crosses the perimeter.

**OPERATING REGULATIONS.** The regulations imposed on a shared mobility system as provided in this chapter or in a license issued under this chapter.

**LICENSE.** A license issued by the town to operate a shared mobility system under this chapter.

**LICENSEE.** Any person who holds a license under this chapter.

**SHARED MOBILITY DEVICES or DEVICES.** Any docked or dockless bicycle or electric power-assisted bicycle, motorized skateboard, motorized scooter, or other device specified in VA Code § 46.2-1315.

**SHARED MOBILITY SYSTEM.** A system for sharing devices for compensation.

**THIS CHAPTER.** Chapter 78 of the Town Code.

**TOWN MANAGER.** The Town Manager or their designee.  
(Ord. O-2019-08, passed 11-7-2019)

### § 78.03 LICENSE REQUIREMENT.

~~(B)~~(A) Any person (or entity) seeking to operate a shared mobility system within the town shall first obtain a license from the town, conditioned on compliance with the operating regulations issued by the Town Manager pursuant to this chapter. Each licensee must obtain a business license and will be responsible for all applicable local fees and taxes as a condition of retaining their license. The Town Manager shall set and may modify the fee for application for a license.

~~(C)~~(B) The Town Manager may set and modify an annual registration fee per device.

~~(D)~~(C) No person (or entity) shall operate a shared mobility system within the town without a license. Any person who operates a shared mobility system without a license shall be subject to a civil penalty not to exceed \$1,000 for each violation. Each day of violation shall constitute a separate offense.

~~(E)~~(D) The Town Manager may revoke any license after notice reasonable under the circumstances for failure to comply with the operating regulations.

~~(F)~~(E) Any person (or entity) whose license application has been denied, or whose license has been revoked or terminated, may file an appeal with the Town Council by submitting a written statement to the Town Manager within ten business days of the denial or revocation. The written statement shall describe the basis of the objection. Any licensee whose license has been revoked may not apply for another license within six months of the revocation effective date.

(Ord. O-2019-08, passed 11-7-2019; Ord. O-2023-13, passed 7-18-2023)

### § 78.04 OPERATING REGULATIONS.

Operating regulations, issued by the Town Manager, shall set forth the minimum requirements required for any license issued by the town. After the initial operating regulations, any changes or additions to the operating regulations by the Town Manager shall be effective after 30 days notice to permit comments by those affected.

(Ord. O-2019-08, passed 11-7-2019; Ord. O-2023-13, passed 7-18-2023)

### § 78.05 TRANSFER OF LICENSES.



No licensee may transfer any license without the advance written consent of the Town Manager. The Town Manager may deny a transfer of a license if the transferee has violated a license or violated a similar ordinance in another locality, or if the transferee does not have proof of proper insurance coverage. A transferee shall accept responsibility for all outstanding violations, removal and storage fees for removed devices, bonds, and operating conditions applicable to the transferring licensee.  
(Ord. O-2019-08, passed 11-7-2019)

2. That this ordinance is effective upon passage.

**BY ORDER OF THE TOWN COUNCIL**

**Meeting Date: December 5, 2023**  
**Town Council Meeting**  
**Ord No. O-2023-16**

**RE: An Ordinance to Amend Title VII of the Town Code**

**MOTION:**  
**SECOND:**  
**ACTION:**

**Votes:**  
**Ayes:**  
**Nays:**  
**Absent from Vote:**  
**Absent from Meeting:**

**CERTIFIED COPY** \_\_\_\_\_  
**Town Clerk**



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>4. Consent Agenda</b>	<b>Meeting Date:</b> December 5, 2023
<b>4D: Request to Adopt Arbor Day 2023 Proclamation</b>	

**Attachments:** a. Proclamation

**Submitted by:** Adam C. Linn  
Town Manager

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**Explanation and Summary:**

This is a request to proclaim Tuesday, October 24, 2023 as Arbor Day in the Town of Occoquan. A short tree planting ceremony was held on the day.

**Staff Recommendation:** Recommend approval of the attached proclamation as presented.

**Proposed/Suggested Motion:**

"I move to adopt the 2023 Arbor Day proclamation."

OR

Other action Council deems appropriate.



# Proclamation

**WHEREAS**, in 1872, J. Sterling Morton proposed that a special day be set aside for the planting of trees, and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

**WHEREAS**, conservation of our natural resources and beautification of the Occoquan community are both very important to the quality of life enjoyed by residents; and

**WHEREAS**, trees enhance the beauty of Occoquan, increase property values, enhance the economic vitality of business areas, improve our environment, and provide important educational experiences; and

**WHEREAS**, the planting of new trees will be the expression of our commitment to future generations; and

**NOW, THEREFORE**, I, Earnest W. Porta, Jr., Mayor of the Town of Occoquan, and on behalf of the Occoquan Town Council hereby proclaim Tuesday, October 24, 2023 as

## ARBOR DAY

in the Town of Occoquan and urge all individuals, groups, and businesses to celebrate and enjoy Occoquan’s outdoors and the richness of our town through the planting and preservation of trees.

Adopted this 5th day of December 2023.

\_\_\_\_\_  
Earnest W. Porta, Jr.   MAYOR  
On behalf of the Town Council of  
Occoquan, Virginia

ATTEST:

\_\_\_\_\_  
Philip Auville, Town Clerk



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
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**TOWN COUNCIL**  
Earnest W. Porta, Jr., Mayor  
Jenn Loges, Vice Mayor  
Cindy Fithian  
Eliot Perkins  
Nancy Freeborne Brinton  
Theo Daubresse

**TOWN MANAGER**  
Adam C. Linn, J.D.

**TO:** The Honorable Mayor and Town Council

**FROM:** Adam C. Linn, Town Manager

**DATE:** December 5, 2023

**SUBJECT:** Administrative Report

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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

**ARPA(SLFRF) Project Updates:** The Town Council approved the Town's SLFRF Spending Plan during their July 19, 2022 meeting. The Spending Plan is available on the Town's website at [www.occoquanva.gov/american-rescue-plan-act](http://www.occoquanva.gov/american-rescue-plan-act). An update and review of the Spending Plan occurred at the March 7, 2023, Town Council Meeting. The revised plan has been integrated into the FY24 Capital Improvements Program Budget. As such, in FY24, Town staff will continue to update the Town Council on the SLFRF funded projects and solicit feedback but will no longer be seeking any approvals or appropriations of funds, unless changes are required.

Below is an overview of actively implemented SLFRF-funded projects:

- **Community Flood Preparedness Fund (CFPF) Grant:** In April 2022, town staff prepared and submitted a grant application for the third round of the Virginia Community Flood Preparedness Fund administered by the Virginia Department of Conservation and Recreation (DCR). In January 2023, town staff received notification that the grant was awarded in the amount of \$84,902.50 with a total project cost of \$169,805 and a required match of 50% by the Town. The awarded grant funds a study by Weston & Sampson that will evaluate the Town's stormwater and flood resilience. Ultimately, the grant will fund the creation of an actionable plan that, when implemented, will increase the town's overall resiliency and response to the impacts of climate change within the community and region. The contractor is currently collecting and analyzing data on existing stormwater systems (Best Management Practices or BMPs) in the Town. On July 28<sup>th</sup>, Town staff sent notice to affected property owners and received signed permission from almost all property owners. Field inspections started the week of September 25<sup>th</sup>. The field team was able to inspect and collect data on most stormwater BMPs in the Town. Minimal follow up field work was completed in late October. The study will continue throughout the remainder of the calendar year with multiple opportunities for staff and community engagement.
- **Riverwalk Planning Project - UPDATED:** At the September 20, 2022, meeting, Town Council set a not-to-exceed amount of \$41,000 SLFRF funding to support the Planning Commission on its Riverwalk Visioning process. With the approval of Town Council, Town staff secured a contract

with the Berkley Group. The Group delivered a final draft of the report to Town staff on September 20<sup>th</sup>, 2023. The Planning Commission conducted an initial review of the report in October and the report along with their initial comments was presented to Town Council at the November 8<sup>th</sup> meeting. The Town Council has appointed a committee, the Riverwalk Expansion Special Committee (RESC), that will evaluate and report on the next steps for the project.

- Riverwalk Access Extension Project – UPDATED: At the September 19<sup>th</sup> meeting, Town Council directed Town staff to search for potential contractors to create an access point to the Riverwalk at the end of the Gaslight Landing segment at 301 Mill Street. The recently formed Riverwalk Expansion Special Committee (RESC) will consider any potential access extensions. Future updates will be contained in the Riverwalk Planning Project.
- River Mill Playground and Picnic Area: Town Council has paused this project for the foreseeable future due to cost and logistical concerns. Town staff will update Council on any developments that could address those concerns.
- Town Signage Updates - UPDATED: Town staff is preparing to install two welcome signs, a wayfinder at Mamie Davis Park, and an events kiosk at River Mill Park. The River Mill Park sign is undergoing permitting with the County. The welcome signs on Commerce Street and Tanyard Hill Road and the wayfinder at Mamie Davis Park are expected to be installed by the start of the new year.
- Stormwater Improvements - UPDATED: On March 17<sup>th</sup> Town staff submitted an application to Congressperson Spanberger’s office for the FY2023 Community Project Funding Program to fund remediation to the Town’s stormwater system. Staff does not expect any updates on funding until Spring 2024.
- Route 123 and Commerce Street Mural – UPDATED: Using funds for town signage and beautification, Town staff held a mural design contest for a mural to be painted on the retaining wall at the intersection of Route 123 (Gordon Boulevard) and Commerce Street. At its July 18<sup>th</sup> meeting, Town Council selected Alethea Marie Robinson’s submission as the winner. At its September 5<sup>th</sup> meeting, Town Council approved a final design and contract. The mural installation was completed on October 30<sup>th</sup>, 2023. A dedication ceremony was held on Saturday, November 18<sup>th</sup> at 3 pm. For more information, please visit [www.occoquanva.gov/public-art](http://www.occoquanva.gov/public-art).
- Other Projects: Further SLFRF funded projects were incorporated into the FY24 CIP Budget. As projects are implemented, more updates will follow.

**FY2024 Capital Project Updates:** Updates on FY2024 capital projects will be available at [www.occoquanva.gov/construction-updates](http://www.occoquanva.gov/construction-updates).

#### **Development Project Updates:**

The Mill at Occoquan: The Mill at Occoquan project’s revised site plan has been submitted and second round comments have been sent to the applicant. Approval of the floodplain study was provided by FEMA on November 4, 2022. The developer is currently preparing for the demolition permitting process.

More information on both projects can be found in the Engineering Section.

**Signage Education and Code Updates:** Town Council approved amendments to the sign code at its June 6, 2023 meeting. The changes limit businesses and residents to one, unpermitted A-frame sign amongst other changes. The full ordinance with the changes is available at [www.occoquanva.gov/business/sign-permits](http://www.occoquanva.gov/business/sign-permits). Town staff is currently updating signage education literature to reflect those changes. To review your current signage and ask any questions please email [signpermits@occoquanva.gov](mailto:signpermits@occoquanva.gov).

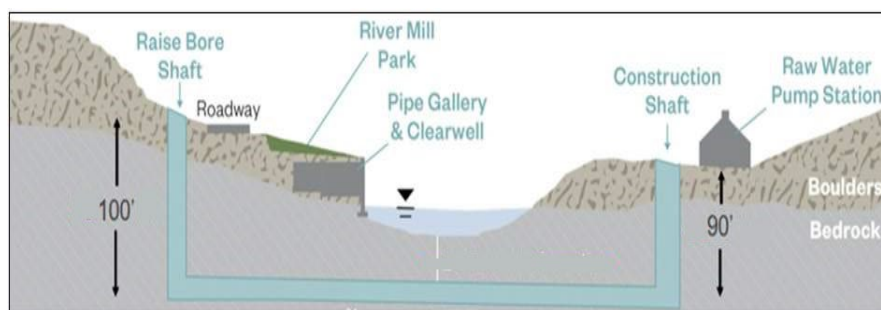
**VDOT TAP Grant Project – UPDATED:** In early May 2022, Town received notification that additional funding for the Transportation Alternatives Set-Aside Program was received through the federal

infrastructure bill and that the Ellicott Street Sidewalk (Occoquan Greenway Connection) project was selected. This funding is available for fiscal years 2023-2024 and will be a coordination project with the Town, PWC Transportation and Parks Departments. The project includes trail installation on Union Street to connect a planned off-road trail section of the Occoquan Greenway Trail, sidewalk improvements along Ellicott Street, and construction of a sidewalk section between Poplar Alley and Mill Street along Ellicott Street. The Town Council adopted a resolution of support for the project at its September 21, 2021 meeting. Surveying along McKenzie, Union, and Ellicott Streets was completed in November 2023. PWC staff is currently working on the design of the project. Staff were advised that construction start dates will begin sometime in 2026. Updates will be available at [www.occoquanva.gov/construction-updates](http://www.occoquanva.gov/construction-updates).

**Mill Street Water Issue:** Town staff reinstalled the temporary pipe to direct water from the pipe at 426/430 Mill Street to the Ellicott Street stormwater inlet. The recrowning work completed by VDOT contractors in June along the section of Mill Street near the Ellicott Street intersection did not adequately address the longtime water flow issues in this area. As a result, water is continuing to flow across Mill Street instead of traveling along the curb line to the Ellicott Street inlet. Town staff is actively reviewing better temporary solutions as well as permanent solutions. Updates will be available at [www.occoquanva.gov/construction-updates](http://www.occoquanva.gov/construction-updates).

**DEQ ARPA Wastewater Funds 2022 Appropriation:** The Town received through the Department of Environmental Quality (DEQ) up to \$325,000 in ARPA funding for wastewater and stormwater remediation as a result of a funding request made by Mayor Porta in November 2021. Town staff submitted an initial program application on September 28, 2022, for part of the funding for storm water remediation through sediment removal from the Occoquan River in the areas of 101 Poplar Lane and Mill Street, Gaslight Landing (locations where stormwater has created significant sediment buildup). On November 4, 2022, Town staff submitted a revised application to include other related stormwater projects for the full \$325,000. As part of the DEQ stormwater remediation, Town also obtained an environmental endangered animal study update for the applicable area. The first component, dredging, was completed as of February 24, 2023. Staff is now working with DEQ to fund other stormwater related projects with the remainder of the \$325,000 grant and has met on site with potential contractors. Staff submitted quotes to DEQ in early June and provided additional documentation in September. DEQ representatives advised Town staff that grant documentation is expected shortly.

**Fairfax Water Construction:** The boring project under the Occoquan River continues, and the contractor has made improvements to the roadway and property to assist traffic flow. Completion of the project is expected by summer of 2024. The contractor completed the blasting phase of the project on October 30<sup>th</sup> and no more blasting events are anticipated. The remaining part of the project involves drilling down on the Prince William side of the River to the tunnel and then preparing for and installing the new pipes. To stay up to date on construction, please sign up for AlertOccoquan at [www.occoquanva.gov/living-here/alertoccoquan](http://www.occoquanva.gov/living-here/alertoccoquan). Below is a rendering of the project:



**Crosswalk Safety Project:** On May 31, 2023, Town staff meet with VDOT engineers and staff from Prince William County Department of Transportation regarding crosswalk safety of the Washington Street Crosswalk between E. Locust Street and Edge Hill Drive. Town staff, VDOT engineers and

PWCDOT recommended: (1) the addition of a streetlight near the crosswalk and changing of old streetlight heads to newer LED which would enhance the visibility at dusk/dawn for pedestrians and drivers (PWCDOT agreed to take the lead on this immediate solution); (2) a PWCDOT study to see if a speed reducing feature such as a chicane, chocker, or perhaps a mini roundabout could be installed at the adjacent intersection; and (3) the extension of the sidewalk across the undeveloped frontage and the removal of the mid-block crosswalk to be funded under the County's Safe Sidewalk grant. Dominion Electric installed new LED streetlight heads in September. Staff is waiting to receive notice from PWCDOT on the Dominion Electric cost quote to place a new streetlight at the crosswalk.

**Tanyard Hill Closure - UPDATED:** Tanyard Hill Road was originally scheduled to be closed for 28 days from October 2<sup>nd</sup>, 2023, through October 31<sup>st</sup>, 2023. Due to testing delays, the road remained closed through November 10<sup>th</sup>. The closure was a result of the Fairfax Water Occoquan River Crossing Project and related to the replacement of an off-site water main along Tanyard Hill Road/Union Street, between Old Bridge Road and the Town of Occoquan. Tanyard Hill Road is now fully open again.

**Real Estate Taxes:** This is a reminder that the Town Council adopted an Ordinance that changes the Real Estate Tax due date to December 5<sup>th</sup> each year. Real Estate tax bills will be mailed to each property owner in October, unless a mortgage services company has requested the tax bill. If a property owner does not utilize a mortgage services company, then they must pay their tax directly to the town. Payments can be sent to "Town of Occoquan" at P.O. Box 195, Occoquan, VA 22125 or paid online. For more information go to [occoquanva.gov/living-here/tax-information](https://occoquanva.gov/living-here/tax-information).

**SHIELD and New Online Public Safety Resources:** Occoquan Police Department (OPD) and Town staff have collaborated to update the Public Safety section of the Town website and launch a new SHIELD platform to help OPD link and connect with the community. For more information go to [www.occoquanva.gov/government/public-safety](https://www.occoquanva.gov/government/public-safety).

**Development of New Town Seal:** The Town Council at the September 5, 2023, Town Council meeting directed staff to research the creation of a new design for the Town Seal. After internal discussions and consultation with the Town Attorney, staff is seeking a contractor to work with Town Council and the public to create a new Town Seal. Town staff envision a multiple month process that would conclude in early 2024.

**Mill Street and Ellicott Street Intersection - NEW:** Staff received a request to place signage at the intersection on Mill St. and Ellicott St. advising the eastbound traffic that oncoming traffic does not stop. Staff created a request with VDOT and met with VDOT traffic engineers. After discussion, VDOT decided to place a dashed double yellow line in the intersection showing the lane of travel for eastbound traffic. The line was installed the week of November 27<sup>th</sup>. After evaluating the impact of the improvement, VDOT will consider other changes such as adding a stop sign to westbound traffic or removing all stop signs.

## Treasurer Report - Supplemental Information

The October 2023 Financial Report is included in the Town Council agenda packet. Highlights from the current report are below, as well as additional information regarding current delinquencies.

BPOL Tax Delinquencies		
Business Name	Years of Delinquency	Date of Last Notice/Status
HAVANA BOUTIQUE*	2	7/7/2023

\*Business closed as of August 2023

Transient Occupancy Tax Delinquencies		
Business Owner	Months of Delinquency	Date of Last Notice/Status

Meals Tax Delinquencies		
Business Name	Months of Delinquency	Date of Last Notice/ Status
BABBANME LLC	5	11/1/23
BLACK MAGIC	3	11/1/23
MILL STREET DRAFT GARDEN	2	11/1/23

Real Estate Delinquencies			
Property Owner	Years of Delinquency	Date of Last Notice	Notes
GRANNY'S COTTAGE INC	7	12/1/2022	
HOUGHTON RONALD W ETAL	5	12/1/2022	

Meals Tax by Fiscal Year			
Month	FY22	FY23	FY24
July	27,749	28,956	30,936
August	25,668	27,894	31,014
September	24,585	25,730	25,711
October	24,952	24,180	24,011



## Engineering

**FEMA Flood Insurance Rate Map (FIRM) - no change from last report:** Multiple appeals by residents in Prince William County will delay adoption until spring 2024, assuming no additional appeals. Town residents can use the new map since it is the “best available data” even though not yet officially adopted by FEMA. Following resolution of any other comments FEMA will issue a Letter of Final Determination, with an effective date. May require update of ordinance.

**Rivertown Overlook Project - no change from last report:** Land Disturbance Permit issued – construction complete. Erosion inspections recommended to cease. Awaiting submission of as-built plans and request for bond reduction/release.

**Mill at Occoquan - no change from last report:** Site plan submitted June 4, 2022, with Town and VDOT comments provided to Applicant’s engineer on July 19, 2022. Revised site plan submitted on May 25, 2023. All agency and Town comments returned to Applicant’s engineer by June 26, 2023. Approval not recommended at this time.

### State Local Fiscal Recovery Funds (SLFRF)

- **Playground Structure in River Mill Park - no change from last report:** Met with Town Manager and Fairfax Water on June 21, 2022, to begin discussions on engineering design for potential future installation of a playground structure in River Mill Park. Town Manager working to establish playground type and fixtures to determine impact on FCWA infrastructure. Previous structural calculations for stage reviewed with option to use outside consultant under consideration. Sketch plan will be required.
- **Community Flood Preparedness Fund (CFPF) Flood Protection Study - no change from last report:** Resiliency Plan grant consultant coordination of tasks including storm as-builts and infrastructure evaluation. Permission letters to enter property to gather as-built storm information received from property owners. Field crews on site week of 9/25/2023.

**FCWA River Crossing Construction - no change from last report:** Project underway. Blasting completed as of end of October.

**Town Shed on Commerce Street - no change from last report -** VDOT Land Use Permit obtained for shed. Zoning Administrator approved zoning application following VDOT permit issuance.

**Riverwalk Extension beyond Gaslight Landing - no change from last report -** Town staff to review contractors for construction of steps from current terminus to adjoining parking lot.

**Ellicott Sidewalk Extension Project - update from last report -** Contacted by Prince William County to notify Town some initial work proceeding.

### Site Plans/Plats Under Review or Being Discussed with Owner/Tenant:

Address	Plan Number	Use	Status
Mill at Occoquan	SP2022-001	Mixed Use project	First submission 6/4/22, comments provided 7/19/22; second submission 5/25/23, comments provided 6/26/23
105 Poplar Lane	Not assigned	Single family detached	Modifications to house and lot for final Occupancy Permit
406 McKenzie Drive	SUB2023-036	Subdivide existing lot into two parcels	Comment letter sent to applicant on Nov. 27, 2023

## Zoning

**IMPORTANT NOTICE:** On June 6, 2023, Town Council amended the Zoning Code to grant the Zoning Administrator the authority to make modifications from the Code with respect to certain physical requirements on lots. As such, a new list of zoning modification requests has been added to this section of the report. Residents can learn more about zoning modifications at [www.occoquanva.gov/government/zoning-land-development-and-building](http://www.occoquanva.gov/government/zoning-land-development-and-building).

A. The following is a list of **zoning reviews** from November 1 to November 30, 2023:

	Zoning Application #	Property Address	Activity
1	TZP2023-037	1402 Occoquan Heights Ct	Install Solar
2	TZP2023-038	200 Mill Street	Install Above Ground Propane Tank
3	TZP2023-039	301 Poplar Alley	Stair Repair
4	TZP2023-040	204 Union St	New Business
5	IAP2023-005	212 West Locust St	Water Heater Replacement
6	TZP2023-041	201 Union St	New Business
7	IAP2023-006	216 West Locust	Replace Gas Water Heater
8	TZP2023-042	103 Washington St	AC, Kitchen Remodel, Siding
9	TZP2023-043	131 Washington St	New Home Business

B. The following is a list of **zoning modification requests** from November 1 to November 30, 2023:

	Zoning Application #	Property Address	Activity
1			

C. The following is a list of **new violation letters** from November 1 to November 30, 2023:

	Property Address	Violation #	Violation	Town Action
1				

A. The following is a list of **active/previous violations** from November 1 to November 30, 2023:

	Property Address	Violation #	Violation	Town Action
1	302 Poplar Alley	OZV-2023-01	Signage	Notified via certified mail 3/22/23; Courtesy email 3/23/23; Receipt of mail 4/4/23; Violation not resolved by deadline 4/22/23; Email from Town staff on 5/11/23; No response and matter referred to Town Attorney on 5/24/23; new NOV sent on 8/22/23; Meeting with Zoning Administrator on 9/28/23; owner given 45 days, until 11/13/23 to respond to Town and abate violations; no abatement or response by 11/13/23; email and call giving final opportunity sent on 11/20/23; no response as of 11/30/23

## Building and Property Maintenance

**Building:** The Building Official monthly permit report as well as the building code violation reports provided by Prince William County are attached.

For more information on building permits and building code violations go to <https://www.pwcva.gov/department/building-development-division>.

**Property Maintenance:** The Property Maintenance monthly report provided by Prince William County is attached.

Starting in July 2023, Prince William County now provides property maintenance enforcement for the Town of Occoquan. All complaints for property issues, excluding signage and yard and landscaping concerns, should be filed with the Prince William County Neighborhood Services at [www.pwcva.gov/department/neighborhood-services](http://www.pwcva.gov/department/neighborhood-services).

## Public Safety

### Mission:

The mission of the Occoquan Police Department (OPD) is to: protect the lives and property of our residents, visitors, and businesses; to reduce the incidence and fear of crime; and to enhance the public safety of our historic waterfront community. To that end, we will hire and maintain a professional staff who through education, mentoring, and community policing will maintain a supportive partnership between our community and this Department. We will respect the rights and dignity of all people and always remain approachable and professional.



### Monthly 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 pedestrian and vehicular traffic within the Town of Occoquan.
- Goal 4: Prepare for and respond to all threats and hazards facing the Town of Occoquan.

Deputy Chief Jason Forman graduated from the Professional Executive Leadership School (PELS) which is a partnership between the School of Professional & Continuing Studies at the University of Richmond and the Virginia Association of Chiefs of Police (VACP).



PELS is an intensive leadership education program that takes place over 3 months designed for individuals who currently serve in executive and upper-level positions within their organizations.

The objective of PELS is to acquaint participants with best practices in leadership, challenge them to reflect upon their own leadership competency, and examine ways of achieving both personal and professional growth. With Deputy Chief Forman's graduation, all members of the Occoquan Police Department's leadership are PELS and FBI/LEEDA graduates.

### OPD Division Reports:

#### Professional Standards Division

The Professional Standards Division (PSD) is responsible for internal affair investigations, criminal investigations, and background investigations. Additionally, the OPD Training Unit is housed within the PSD and is responsible for identifying training needs, designing, and implementing training for OPD Officers.

The OPD did not receive any complaints against officers within the Department during the month of November.

#### Field Operations Division

The Field Operations Division (FOD) is responsible for day-to-day operations throughout the Town.

Officers engaged in foot patrols throughout the residential district, historic district, and the Town Riverwalk.

Officers provided public safety support for Town events such as Trivia Night, Holiday Tree Lighting, and dedication ceremonies for the newly named island and entrance mural into Town.

Officers continued to use DMV Grant enforcement funds for impaired driving, pedestrian safety, and speed to reduce crashes and promote safe vehicular and pedestrian traffic movement within the Town as well as in support of safer roads within Fairfax and Prince William Counties.

### Special Operations Division

The Special Operations Division (SOD) consists of OPD Officers who have a dual role within the FOD. The SOD consists of Auxiliary Patrol Officers, the Homeland Security and Emergency Management (HSEM) Unit, Marine Patrol Unit, Bicycle Patrol Unit and UTV Patrol Unit.



SOD Officers deployed for several special events within the town over the month enhancing visibility to the public and employing technology and specialized equipment to keep everyone safe.

SOD Officers assisted in hanging Christmas decorations throughout Town in preparation of the Town Tree Lighting Event. Additionally, SOD Officers assisted in temporarily replacing parts of the Mill St. water drainage pipe.

SOD Officers assigned to the HSEM Unit addressed several Cybersecurity issues aimed at Town systems. The HSEM Unit completed security assessments, planning, and resource deployment in preparation of the Town Tree Lighting event and upcoming Artisan Market.

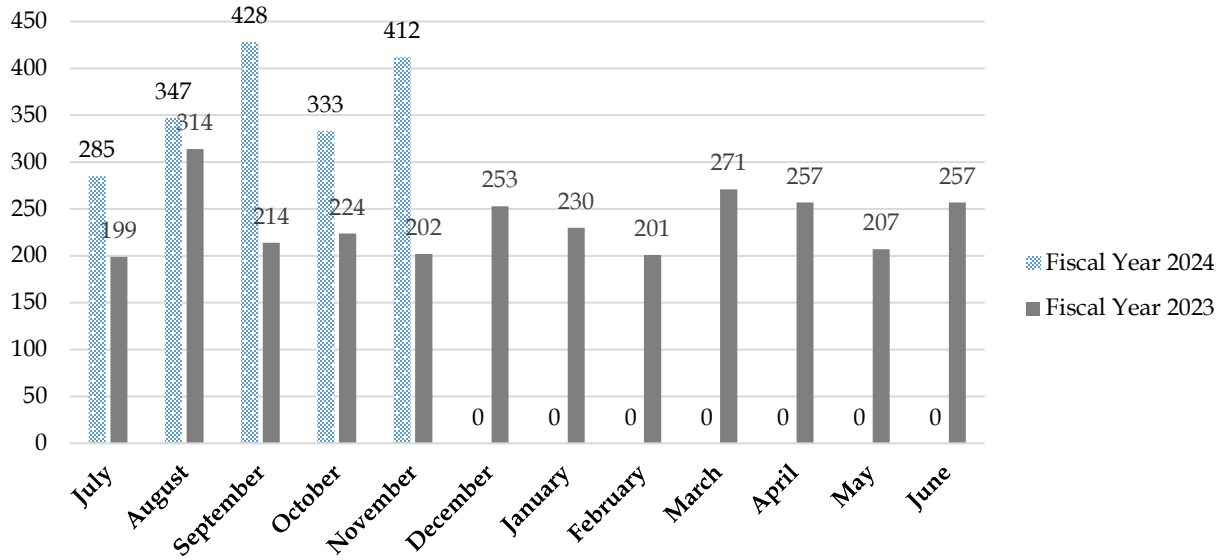
The OPD continued to participate in the monthly Northern Virginia Emergency Response (NVERS) UAS, High Threat Response, and Emergency Managers committees to include the Northern Virginia Regional Intelligence Center monthly briefing.



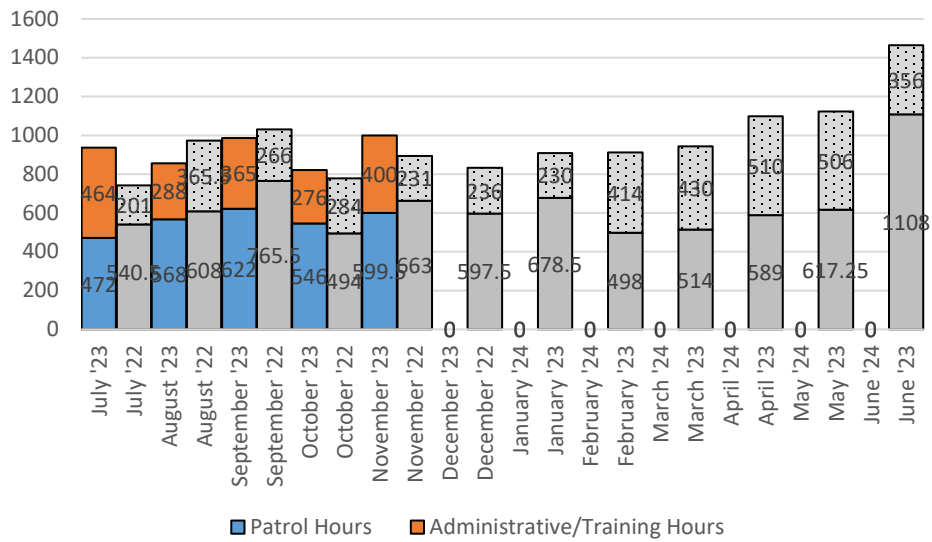
### **Patrol and Enforcement Activities:**

As of November 29, 2023, for the month of November, Police had 94 calls for service, with 12 vehicle crashes, 10 suspicious person/vehicle/circumstance calls, 7 traffic control calls, 5 medical/mental health calls, 5 animal calls, 4 alarm calls, 4 trespassing calls, 3 disabled vehicles/motorist assist calls, 2 attempted suicide calls, 2 domestic in progress calls, 2 roadway obstruction calls, 2 burglary calls, 2 hit and run calls, 1 larceny call, 1 noise complaint, 1 parking complaint call, 1 destruction of property/vandalism call, 1 landlord/tenant call, 1 found/returned property call, 1 fleeing & eluding call, 1 disorderly call, 1 Medical/DOA call, 1 DUI arrest, multiple service/assist calls, and made 1 custodial arrest, issued 412 traffic summonses, 40 parking violations, and 76 warnings.

TRAFFIC SUMMONSES FYTD (GRAPH)



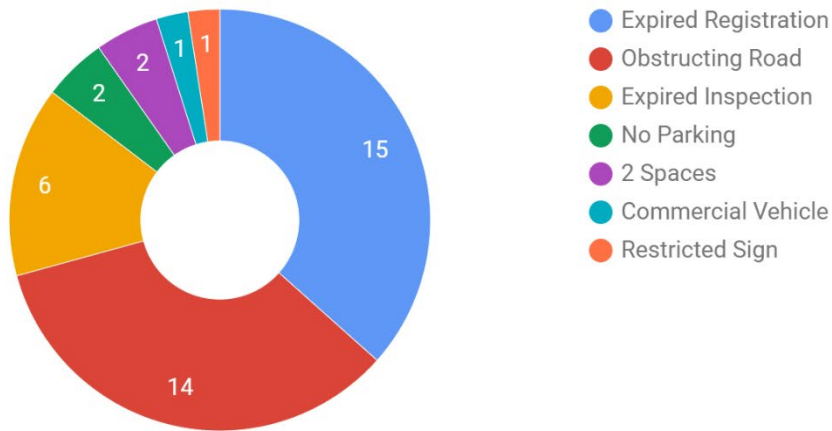
PATROL/ADMINISTRATIVE/TRAINING HOURS FYTD (GRAPH)



PARKING ENFORCEMENT (CHART/GRAPH)

Month	Parking Tickets	Warning
July	32	2
August	87	2
September	113	6
October	20	3
November	40	1

Occoquan VA - Tickets By Violation (Month To Date)

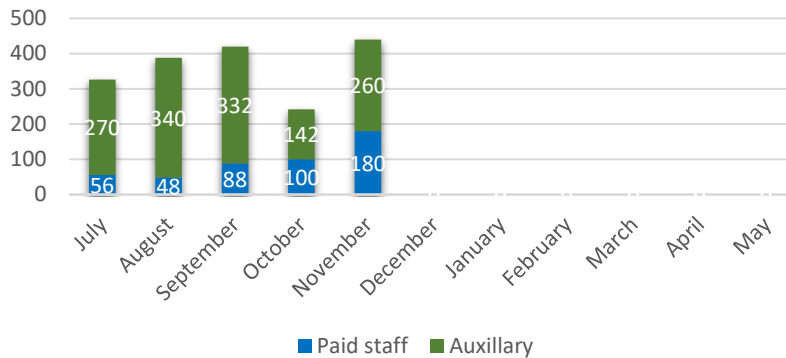


Data as of 11/30/2023, 12:00:00 AM

Volunteer in Police Service

For Fiscal Year 2024, our auxiliary police officers and paid police staff donated a total of 1816 uncompensated hours to the Town. Below is a list of volunteer hours (uncompensated time) provided by our auxiliary police officers and paid police staff.

**Volunteered Hours**



Special Operations Statistics

Marine Patrol					
Month	Hours on Patrol	Training Hours	Stops	Interactions	Calls for Service
July	16	24	3	15	4
August	18	0	4	26	1
September	0	0	0	0	0
October	4	8	0	0	1
November	2	0	0	0	0
<b>FY Total</b>	<b>40</b>	<b>32</b>	<b>7</b>	<b>41</b>	<b>6</b>
UAS Operations					
Month	Operational Hours	Training Hours		Call Outs	Calls for Service
July	1	8		1	1
August	4	48		0	2
September	0	32		0	0
October	8	0		0	1
November	0	0		0	0
<b>FY Total</b>	<b>13</b>	<b>88</b>		<b>1</b>	<b>4</b>
UTV Patrol					
Month	Hours on Patrol	Training Hours	Stops	Special Events	Calls for Service
July	0	0	0	0	0
August	0	0	0	0	0
September	0	18	0	0	0
October	8	0	0	4	0
November	32	0	0	6	1
<b>FY Total</b>	<b>40</b>	<b>18</b>	<b>0</b>	<b>10</b>	<b>1</b>



## Public Works

### Routine Activities

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

Activity	Weekday	Sat/Sun	Weekly	Monthly	Notes
Trash Collection/Check	X	X			Weekend checks during high traffic seasons
Street Sweeping			X		Sweeping Season: April - October
Check/Repair Gaslights	X				Review and schedule repairs as needed
Check/Repair Gaslight Banners	X				
Check/Replace Doggie Bags			X		
Check/Clear Storm drains			X		Weekly + Storm Prep
Check Public Restrooms	X	X			Weekend checks during high traffic seasons
Contractor Cleaning - RMP			X		Contractor cleans Fridays and Mondays
Check Tanyard Hill Park			X		Review and schedule repairs as needed
Check Mamie Davis Park and Boardwalk	X				Review and schedule repairs as needed
Check/Clean Kayak Ramp				X	Monthly to quarterly cleaning
Check River Mill Park	X				Review and schedule repairs as needed
Clean/Maintain RMP Light Poles				X	
Check Furnace Branch Park			X		Review and schedule repairs as needed
Minor Brick Sidewalk Check/Repairs			X		Review and schedule repairs as needed
Maintain Town Buildings			X		Review and schedule repairs as needed
Maintain Town Equipment			X		Vehicle and small engine repair, seasonal and as needed
Clean Town Vehicle			X		Ensure cleanliness and care of town vehicle
Maintain Annex/PW Facility	X				External and Internal clean up and organization
Maintain Events Building at RMP				X	Monthly to quarterly
Check/Maintain Dumpster and storage area				X	
Water Flowers	X				Seasonal
Graffiti Check/Removal	X				
Litter Check/Removal	X				
Install/Repair Event Banners as Needed				X	Seasonal
Maintain Temporary Pipe on Mill Street			X		Until no longer needed

### Public Works Highlights (November 2023)

- Installed holiday lights, wreaths, and decorations throughout the town
- Installed wreaths and new snowflake lights on utility poles (OPD support)
- Outlet installed in RMP for easy power access for holiday lights and events

### Special Public Works Projects

Projects In-Progress: 14      Projects Completed: 9

Below is an updated list of maintenance activities with statuses updated as of October 31, 2023:

Project	Status	Completion Date	Notes
<b>Building Maintenance</b>			
Repair and Paint Town Hall Eaves	Not started		FY24
<b>Craft Show and Events Support</b>			
Artisan Market Support	Not Started		December 2023
Artisan Market Prep	In progress		December 2023
Tree Lighting Prep	Completed	11/17/2023	
Tree Lighting Support	Completed	11/20/2023	
<b>Landscaping</b>			
Plant lirioppe along Mill St buffer in front of 402 Mill	Not started		FY24
Seed and aerate town parks	Not started		FY24
Hardscaping stairs at LOVE sign	In progress		FY24; materials shortage
Landscaping RMP Bench Swing	Completed	11/15/23	
<b>Park Maintenance</b>			
Create Brace for Mill Stone	Not started		2024
RMP Plumbing and Bathroom Upgrades	In progress		Winter 2023-2024
Install LED Lighting on Footbridge	In progress		FY24
Mamie Davis Park Signage Update	In progress		December 2023
River Mill Park Signage Update	In progress		In PWC permitting
Add Outlet to RMP	Completed	11/17/2023	
<b>Special Projects</b>			
Backup Generator Project	Not started		Paused
Poplar Lot Reorganization	Not started		Winter 2023-2024
Transfer box set up at Annex	Not started		Paused – OPD Joint Project
Public Works Inventory	In progress		Creating log sheet and adding PW locations
Town Gateway Updates	In progress		December 2023

Project	Status	Completion Date	Notes
Contractor Install of Tree Lights and Town Hall Tree Decorations	Completed	11/10/2023	
Install Holiday Lights, Wreaths, and Bows	Completed	11/09/2023	
Install Wreaths and Snowflakes on Utility Poles	Completed	11/17/2023	Joint OPD Project
Install Damn Siren Test Banner	Completed	11/17/2023	
<b>Streets, Sidewalks, and Parking</b>			
Replace Benches at Mill House Museum	In progress		Winter 2023-2024
Repair and Readjust Wheel Stops Under 123 Bridge	In progress		December 2023
Seasonal Brick Repair and Replacement	In progress		Winter 2023-2024
Replace toppers on gaslights	In progress		December 2023
Remove stickers from town signs	In progress		December 2023
Remove debris from RMP manhole	In progress		December 2023
Repair Gaslight at 411 Mill Street	Completed	11/01/2023	

**Brick Installation and Maintenance Projects**

Below is the status of the replacement and maintenance of sidewalk bricks:

Location	Status	Notes
Fall Brick Repairs	In progress	Minor fixes to loose or broken bricks has commenced, starting on the 400 block of Mill Street

## Events and Community Development

**Shop, Dine, & Win! - November 18 - December 3:** Visitors may shop and dine at their favorite Occoquan businesses for a chance to win \$100 in Occoquan business gift cards! Over \$1,500 in gift cards to specific Occoquan businesses will be awarded.

**Holiday Artisan Market - December 2, 11:00 a.m.-7:00 p.m. and December 3, 11:00 a.m.-4:00 p.m.:**

- *Arts & Crafts*  
100+ artisans and craft vendors will line Mill Street (from Ellicott) and River Mill Park, December 2 & 3 in a full range of media.
- *Santa Comes to Town, December 2, at 10:45am*  
The big guy arrives Saturday, December 2, at 10:45am via boat at the Town Dock just in time to open the Holiday Artisan Market at 11am. He'll then visit with families in the park till 1pm both days.
- *Annual Gingerbread Contest*  
The community votes on their favorite gingerbread creations during the Artisan Market in River Mill Park on December 2 & 3. Winners are announced on December 3 at 3:45pm.
- *Kid Zone*  
Kids can make crafty gifts at the art table in River Mill Park, write a letter to Santa or stop by the Bracelet Bar for a make and take.
- *Alpaca Time*  
Come meet Connie and Carmella in the park during the Artisan Market. You can visit with them or even give them a snack!
- *Sip & Stroll*  
Saturday, 11:00 a.m. to 8:00 p.m., pick up your favorite alcoholic beverage to carry with you through the market.
- *Shuttle Service*  
Free shuttle service is available for patrons from the Rt 123 and Old Bridge Road commuter lot:
  - Saturday, 10:00am-8:00pm
  - Sunday, 10:00am-5:00pm

**The Occoquan Express:** FREE shuttle bus service is available to visitors during the busy times this holiday season.

Free shuttle bus service is available to visitors in December on the following dates:

- Saturday 12/02/2023 10:00am-8:00pm
- Sunday 12/03/2023 10:00am-5:00pm
- Saturday 12/09/2023 12:00pm-8:00pm
- Saturday 12/16/2023 12:00pm-8:00pm

For a full schedule visit [www.visitoccoquanva.com/express](http://www.visitoccoquanva.com/express).

**TOWN OF OCCOQUAN**  
**FINANCIAL STATEMENTS**  
**AS OF 10/31/2023**

	As of 7/1/23 Unaudited	Unaudited Income/ (Loss) YTD FY24	As of 10/31/2023 Unaudited
<b>Nonspendable:</b>			
<b>Mamie Davis Fund</b>	\$ 100,000.00	\$ -	\$ 100,000.00
<b>Prepaid Items</b>	\$ -	\$ -	\$ -
<b>Restricted:</b>			
<b>E-Summons Fund</b>	\$ 37,353.90	\$ 2,758.72	\$ 40,112.62
<b>Assigned:</b>			
<b>Events Fund</b>	\$ 87,673.54	\$ 20,796.92	\$ 108,470.46
<b>CIP Fund</b>	\$ 28,969.96	\$ (4,726.32)	\$ 24,243.64
<b>Public Safety Grant Fund</b>	\$ 40,020.41	\$ 2,916.49	\$ 42,936.90
<b>Mamie Davis Park Fund</b>	\$ 6,497.85	\$ 63.37	\$ 6,561.22
<b>PEG Fund</b>	\$ 1,955.20	\$ -	\$ 1,955.20
<b>Subtotal Assigned:</b>	\$ 165,116.96	\$ 19,050.46	\$ 184,167.42
<b>Unassigned:</b>			
<b>Operating Reserves</b>	\$ 200,000.00	\$ -	\$ 200,000.00
<b>Other Unassigned</b>	\$ 10,207.69	\$ (263.42)	\$ 9,944.27
<b>Subtotal Unassigned:</b>	\$ 210,207.69	\$ (263.42)	\$ 209,944.27
<b>Total Fund Balance:</b>	<b>\$ 512,678.55</b>	<b>\$ 21,545.76</b>	<b>\$ 534,224.31</b>

**Additional Information:**

<b>SLFRF Balance:</b>	\$ 658,439.63	\$ (74,129.74)	\$ 584,309.89
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# Town of Occoquan

## Budget vs. Actuals

July - October 2023

	Actual	Annual Budget	over Budget	% of Budget
<b>Income</b>				
<b>40000 TAXES</b>				
40010 Real Estate	28,159	288,769	(260,610)	9.75%
40020 Meals Tax	112,950	357,641	(244,691)	31.58%
40030 Sales Tax	15,985	40,000	(24,015)	39.96%
40040 Utility Tax	12,152	31,000	(18,848)	39.20%
40050 Communications Tax	10,064	33,000	(22,936)	30.50%
40060 Transient Occupancy Tax	14,658	21,000	(6,342)	69.80%
<b>Total 40000 TAXES</b>	<b>193,969</b>	<b>771,410</b>	<b>(577,442)</b>	<b>25.14%</b>
<b>41000 FEES/LICENSES</b>				
41010 Vehicle License	4,681	11,000	(6,319)	42.55%
41020 Business Licenses	15,980	79,140	(63,160)	20.19%
41030 Late Fees	507	1,500	(993)	33.83%
41040 FINES (PUBLIC SAFETY)	112,175	349,830	(237,655)	32.07%
41100 Administrative Fees	2,581	8,500	(5,919)	30.36%
41120 Service Revenue - Eng	2,235	14,000	(11,765)	15.96%
41130 Service Revenue - Legal	-	10,000	(10,000)	0.00%
41140 Service Revenue - Other	-	500	(500)	0.00%
41160 Convenience Fees	318	-	318	
<b>Total 41000 FEES/LICENSES</b>	<b>138,477</b>	<b>477,470</b>	<b>(338,993)</b>	<b>29.00%</b>
<b>42000 GRANTS</b>				
42010 LITTER	2,085	1,329	756	156.88%
42020 HB 599	6,847	26,821	(19,974)	25.53%
42021 NHSTA (DMV)	-	15,375	(15,375)	0.00%
<b>Total 42021 NHSTA (DMV)</b>	<b>-</b>	<b>15,375</b>	<b>(15,375)</b>	<b>0.00%</b>
42030 SLFRF	-	-	-	
42040 PEG	-	-	-	
42103 Virginia Dept of Fire Programs	-	-	-	
<b>Total 42000 GRANTS</b>	<b>8,932</b>	<b>43,525</b>	<b>(34,593)</b>	<b>20.52%</b>
<b>43000 RENTALS</b>				
43020 River Mill Park	1,750	3,000	(1,250)	58.33%
43030 Mamie Davis Park Rental	1,500	1,500	-	100.00%
43040 200 Mill Street Lease	(417)	7,613	(8,030)	-5.48%
<b>Total 43000 RENTALS</b>	<b>2,833</b>	<b>12,113</b>	<b>(9,280)</b>	<b>23.39%</b>
<b>44000 OTHER</b>				
44010 General Fund Interest	10,413	10,200	213	102.09%
44040 Bricks Revenue	-	300	(300)	0.00%
44060 Other	7,369	1,000	6,369	736.90%
<b>Total 44000 OTHER</b>	<b>17,782</b>	<b>11,500</b>	<b>6,282</b>	<b>154.63%</b>
<b>Total Income</b>	<b>361,992</b>	<b>1,316,018</b>	<b>(954,026)</b>	<b>27.51%</b>

Gross Profit	361,992	1,316,018	(954,026)	27.51%
<b>Expenses</b>				
Total 60000 PERSONNEL SERVICES	192,749	734,673	(541,924)	26.24%
Total 60400 PROFESSIONAL SERVICES	46,393	174,325	(127,932)	26.61%
Total 60800 INFORMATION TECH SERV	12,407	40,092	(27,685)	30.95%
Total 61200 MATERIALS AND SUPPLIES	12,323	31,125	(18,802)	39.59%
Total 61600 OPERATIONAL SERVICES	3,319	10,172	(6,853)	32.62%
Total 62000 CONTRACTS	29,186	122,135	(92,949)	23.90%
Total 62400 INSURANCE	20,286	40,300	(20,014)	50.34%
Total 62800 PUBLIC INFORMATION	1,444	4,036	(2,592)	35.79%
Total 63200 ADVERTISING	3,141	7,640	(4,499)	41.12%
Total 63600 TRAINING AND TRAVEL	2,740	16,510	(13,770)	16.60%
Total 64000 VEHICLES AND EQUIPMENT	18,776	30,050	(11,274)	62.48%
Total 64400 SEASONAL	2,583	11,700	(9,117)	22.08%
<b>64700 FACILITIES EXPENSE</b>				
Total 64800 TOWN HALL	2,609	12,624	(10,015)	20.67%
Total 65200 MILL HOUSE MUSEUM	66	6,500	(6,434)	1.01%
Total 65600 200 MILL ST	-	-	-	
Total 66000 ANNEX / MAINTENANCE YARD	2,548	3,190	(642)	79.89%
Total 66400 MILL ST STORAGE FACILITY	-	-	-	
Total 66800 RIVER MILL PARK & FACIL	5,915	19,318	(13,403)	30.62%
Total 67200* MAMIE DAVIS PARK & RIVERWALK	718	3,350	(2,632)	21.43%
Total 67600 TANYARD HILL ROAD PARK	-	2,500	(2,500)	0.00%
Total 67800 OCCOQUAN RIVER	-	-	-	
Total 68000 FURNACE BRANCH PARK	-	-	-	
Total 68400* STREETS AND SIDEWALKS	-	2,800	(2,800)	0.00%
Total 68800 HISTORIC DISTRICT	1,962	20,600	(18,638)	9.52%
Total 64700 FACILITIES EXPENSE	13,819	70,882	(57,063)	19.50%
Total Expenses	359,166	1,293,640	(934,475)	27.76%
Net Operating Income	2,826	22,378	(19,552)	
Net Income	2,826	22,378	(19,552)	

<b>CIP FUND</b>
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	Actual	Annual Budget	over Budget	% of Budget
<b>Income</b>				
42000 GRANTS	35,905	1,455,060	(1,419,155)	2.47%
42030 SLFRF	74,130	538,079	(463,949)	13.78%
Total 42000 GRANTS	110,034	1,993,139	(1,883,105)	5.52%
<b>44000 OTHER</b>				
44060 Other	22,726	-	22,726	
Total 44000 OTHER	22,726	-	22,726	
Total Income	132,760	1,993,139	(1,860,379)	6.66%
Gross Profit	132,760	1,993,139	(1,860,379)	6.66%
<b>Expenses</b>				
Total Expenses	-	-	-	
Net Operating Income	132,760	1,993,139	(1,860,379)	6.66%

Other Expenses

<b>70000 CIP EXPENSE</b>			-	
70001 Streetscape	25,760	45,000	(19,240)	57.24%
70003 Street Improvements	-	10,000	(10,000)	0.00%
70004 Sidewalk Improvements	-	-	-	
70005 Building Improvements	4,180	68,000	(63,820)	6.15%
70006 Stormwater Management	81,688	1,806,073	(1,724,385)	4.52%
70014 Timed Parking Equipment	0	5,500	(5,500)	0.00%
72006 Riverwalk Improvements	-	26,204	(26,204)	0.00%
74001 Vehicles & Equipment	24,904	25,000	(96)	99.61%
74003 Body Armor	936	4,725	(3,789)	19.81%
74005 Police Radios	193	30,000	(29,807)	0.64%
<b>Total 70000 CIP EXPENSE</b>	<b>137,660</b>	<b>2,020,502</b>	<b>(1,882,842)</b>	<b>6.81%</b>
<b>Total Other Expenses</b>	<b>137,660</b>	<b>2,020,502</b>	<b>(1,882,842)</b>	<b>6.81%</b>
<b>Net Other Income</b>	<b>(137,660)</b>	<b>(2,020,502)</b>	<b>1,882,842</b>	<b>6.81%</b>
<b>Net Income</b>	<b>(4,900)</b>	<b>(27,363)</b>	<b>22,463</b>	<b>17.91%</b>

**E SUMMONS FUND**

	Actual	Annual Budget	over Budget	% of Budget
<b>Income</b>				
<b>41000 FEES/LICENSES</b>				
<b>41040 FINES (PUBLIC SAFETY)</b>				
41170 E-Summons	3,279	11,500	(8,222)	28.51%
<b>Total 41040 FINES (PUBLIC SAFETY)</b>	<b>3,279</b>	<b>11,500</b>	<b>(8,222)</b>	<b>28.51%</b>
<b>Total 41000 FEES/LICENSES</b>	<b>3,279</b>	<b>11,500</b>	<b>(8,222)</b>	<b>28.51%</b>
<b>Total Income</b>	<b>3,279</b>	<b>11,500</b>	<b>(8,222)</b>	<b>28.51%</b>
<b>Gross Profit</b>	<b>3,279</b>	<b>11,500</b>	<b>(8,222)</b>	<b>28.51%</b>
<b>Expenses</b>				
<b>60800 INFORMATION TECH SERV</b>				
60860 Hardware/Software & Maintenance	520	4,300	(3,780)	12.09%
<b>Total 60800 INFORMATION TECH SERV</b>	<b>520</b>	<b>4,300</b>	<b>(3,780)</b>	<b>12.09%</b>
<b>61200 MATERIALS AND SUPPLIES</b>				
61220 Operational supplies	-	1,200	(1,200)	0.00%
<b>Total 61200 MATERIALS AND SUPPLIES</b>	<b>-</b>	<b>1,200</b>	<b>(1,200)</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>520</b>	<b>5,500</b>	<b>(4,980)</b>	<b>9.45%</b>
<b>Net Operating Income</b>	<b>2,759</b>	<b>6,000</b>	<b>(3,241)</b>	<b>45.98%</b>
<b>Net Income</b>	<b>2,759</b>	<b>6,000</b>	<b>(3,241)</b>	<b>45.98%</b>

**EVENTS FUND**

	Actual	Annual Budget	over Budget	% of Budget
<b>Income</b>				
<b>41000 FEES/LICENSES</b>				
41160 Convenience Fees	2,740	5,875	(3,135)	46.63%
<b>Total 41000 FEES/LICENSES</b>	<b>2,740</b>	<b>5,875</b>	<b>(3,135)</b>	<b>46.63%</b>
<b>42000 GRANTS</b>	<b>-</b>	<b>6,000</b>	<b>(6,000)</b>	<b>0.00%</b>



<b>44000 OTHER</b>				
44020 Events Fund Interest	10	1,200	(1,190)	0.79%
44035 Bricks Interest	-	-	-	
44040 Bricks Revenue	974	1,275	(301)	76.37%
<b>Total 44000 OTHER</b>	<b>983</b>	<b>2,475</b>	<b>(1,492)</b>	<b>39.73%</b>
<b>47000 EVENTS REVENUE</b>	292	-	292	
47010 Sponsorships	7,218	42,500	(35,282)	16.98%
47020 Booth Rentals	72,010	160,375	(88,365)	44.90%
47021 Ticket Sales	8,937			
47022 HolidayFest	-	600	(600)	0.00%
47023 River Mill Park	2,460	11,000	(8,540)	22.36%
<b>Total 47021 Ticket Sales</b>	<b>11,397</b>	<b>11,600</b>	<b>(203)</b>	<b>98.25%</b>
47030 Shuttle Fees	45	60,500	(60,455)	0.07%
47040 Parking Space Sales	3,650	8,900	(5,250)	41.01%
47060 Merchandise	60	3,000	(2,940)	2.00%
47100 Cost Share Reimbursement	774	-	774	
<b>Total 47000 EVENTS REVENUE</b>	<b>95,446</b>	<b>286,875</b>	<b>(191,429)</b>	<b>33.27%</b>
<b>Total Income</b>	<b>99,169</b>	<b>301,225</b>	<b>(202,056)</b>	<b>32.92%</b>
<b>Gross Profit</b>	<b>99,169</b>	<b>301,225</b>	<b>(202,056)</b>	<b>32.92%</b>
<b>Expenses</b>				
<b>Total 60000 PERSONNEL SERVICES</b>	<b>16,849</b>	<b>84,531</b>	<b>(67,682)</b>	<b>19.93%</b>
<b>Total 60400 PROFESSIONAL SERVICES</b>	<b>9,101</b>	<b>17,600</b>	<b>(8,499)</b>	<b>51.71%</b>
<b>Total 60800 INFORMATION TECH SERV</b>	<b>586</b>	<b>1,200</b>	<b>(614)</b>	<b>48.82%</b>
<b>Total 61200 MATERIALS AND SUPPLIES</b>	<b>7,937</b>	<b>18,025</b>	<b>(10,088)</b>	<b>44.03%</b>
61630 Postal Services	292	-	292	
<b>Total 62000 CONTRACTS</b>	<b>21,389</b>	<b>75,125</b>	<b>(53,736)</b>	<b>28.47%</b>
<b>Total 63200 ADVERTISING</b>	<b>11,659</b>	<b>24,875</b>	<b>(13,216)</b>	<b>46.87%</b>
<b>64700 FACILITIES EXPENSE</b>				
Total 66800 RIVER MILL PARK & FACIL	370	600	(231)	61.58%
<b>Total 64700 FACILITIES EXPENSE</b>	<b>370</b>	<b>600</b>	<b>(231)</b>	<b>61.58%</b>
<b>69200 SPECIAL EVENTS</b>				
69210 HolidayFest	-	2,675	(2,675)	0.00%
69220 Volunteer TY / Town Party	-	1,575	(1,575)	0.00%
69250 River Mill Park Events	901	4,850	(3,949)	18.59%
69290 Other Special Events	9,289	3,225	6,064	288.02%
<b>Total 69200 SPECIAL EVENTS</b>	<b>10,190</b>	<b>12,325</b>	<b>(2,135)</b>	<b>82.68%</b>
<b>Total Expenses</b>	<b>78,372</b>	<b>234,281</b>	<b>(155,909)</b>	<b>33.45%</b>
<b>Net Operating Income</b>	<b>20,797</b>	<b>66,944</b>	<b>(46,147)</b>	<b>31.07%</b>
<b>Net Income</b>	<b>20,797</b>	<b>66,944</b>	<b>(46,147)</b>	<b>31.07%</b>

<b>MAMIE DAVIS PARK</b>
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	Actual	Annual Budget	over Budget	% of Budget
<b>Income</b>				
<b>44000 OTHER</b>				
44030 Mamie Davis Park Interest	63	500	(437)	0
<b>Total 44000 OTHER</b>	<b>63</b>	<b>500</b>	<b>(437)</b>	<b>0</b>

<b>Total Income</b>	<b>63</b>	<b>500</b>	<b>(437)</b>	<b>0</b>
<b>Gross Profit</b>	<b>63</b>	<b>500</b>	<b>(437)</b>	<b>0</b>
<b>Expenses</b>				
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Operating Income</b>	<b>63</b>	<b>500</b>	<b>(437)</b>	<b>0</b>
<b>Other Expenses</b>				
<b>70000 CIP EXPENSE</b>				
<b>72005 Mamie Davis Park Renovations</b>		<b>-</b>	<b>-</b>	
<b>Total 70000 CIP EXPENSE</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Other Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Income</b>	<b>63.37</b>	<b>500</b>	<b>(437)</b>	<b>0</b>
<b>TOTAL NET INCOME (LOSS) ALL FUNDS</b>	<b>21,546</b>	<b>68,459</b>	<b>(46,913)</b>	<b>0</b>

**Town of Occoquan**  
**Balance Sheet**  
As of October 31, 2023

	Total		
	As of Oct 31, 2023	As of Oct 31, 2022 (PY)	Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Bank Accounts</b>			
10001 Petty Cash - Operating	100.00	100.00	-
10010 Petty Cash - Events	75.00	-	75.00
10022 Checking Account 0058	92,961.27	34,375.88	58,585.39
10024 Money Market 4220	150,186.39	150,352.90	(166.51)
10029 Checking Account 3126	11,247.21	37,760.85	(26,513.64)
10033 Events Fund - Paypal	-	8,347.27	(8,347.27)
10034 VIP - Investment Pool	-	-	-
25-5001 VIP NAV Liquidity Pool 5001	461,169.90	931,225.03	(470,055.13)
<b>Total 10034 VIP - Investment Pool</b>	<b>461,169.90</b>	<b>931,225.03</b>	<b>(470,055.13)</b>
10082 Mamie Davis Savings 4201	2,175.75	7,171.59	(4,995.84)
10083 Mamie Davis CD	100,000.00	100,000.00	-
10091 Bricks - PayPal	-	194.08	(194.08)
10094 Money Market 5997 (deleted)	-	15,568.54	(15,568.54)
10095 Bricks MM 2125 (deleted)	-	12,305.99	(12,305.99)
<b>Total Bank Accounts</b>	<b>817,915.52</b>	<b>1,297,402.13</b>	<b>(479,486.61)</b>
<b>Accounts Receivable</b>			
10180 Accounts Receivable	377,235.39	98,465.85	278,769.54
<b>Total Accounts Receivable</b>	<b>377,235.39</b>	<b>98,465.85</b>	<b>278,769.54</b>
<b>Other Current Assets</b>			
14990 Undeposited Funds	9,393.35	4,121.21	5,272.14
<b>Total Other Current Assets</b>	<b>9,393.35</b>	<b>4,121.21</b>	<b>5,272.14</b>
<b>Total Current Assets</b>	<b>1,204,544.26</b>	<b>1,399,989.19</b>	<b>(195,444.93)</b>
<b>TOTAL ASSETS</b>	<b>1,204,544.26</b>	<b>1,399,989.19</b>	<b>(195,444.93)</b>
<b>LIABILITIES AND EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
20000 Accounts Payable	73,891.06	32,519.64	41,371.42
<b>Total Accounts Payable</b>	<b>73,891.06</b>	<b>32,519.64</b>	<b>41,371.42</b>
<b>Credit Cards</b>			
22000 Credit Cards			-
22010 ExxonMobil	-	1,417.30	(1,417.30)
22020 Home Depot	407.14	-	407.14
22030 Lowe's Proservices	257.59	648.04	(390.45)
22040 United Bank Credit Cards	8,489.77	5,167.24	3,322.53
<b>Total 22000 Credit Cards</b>	<b>9,154.50</b>	<b>7,232.58</b>	<b>1,921.92</b>

<b>Total Credit Cards</b>	<b>9,154.50</b>	<b>7,232.58</b>	<b>1,921.92</b>
<b>Other Current Liabilities</b>			
20935 Performance Bond	1,187.50	35,988.55	(34,801.05)
20960 Unearned Other Revenue			-
20970 Unearned Rental	750.00	300.00	450.00
20973 Unearned SLFRF Revenue	584,309.89	916,872.46	(332,562.57)
<b>Total 20960 Unearned Other Revenue</b>	<b>585,059.89</b>	<b>917,172.46</b>	<b>(332,112.57)</b>
20980 Unearned R.E. Tax	558.25	770.64	(212.39)
21100 Unearned Fire Dept Grant	1,366.67	-	1,366.67
21200 Payroll Liabilities	-	-	-
21230 VRS Employee Contributions	(897.92)	(635.17)	(262.75)
<b>Total 21200 Payroll Liabilities</b>	<b>(897.92)</b>	<b>(635.17)</b>	<b>(262.75)</b>
<b>Total Other Current Liabilities</b>	<b>587,274.39</b>	<b>953,296.48</b>	<b>(366,022.09)</b>
<b>Total Current Liabilities</b>	<b>670,319.95</b>	<b>993,048.70</b>	<b>(322,728.75)</b>
<b>Total Liabilities</b>	<b>670,319.95</b>	<b>993,048.70</b>	<b>(322,728.75)</b>
<b>Equity</b>			
31000 Restricted			-
31100 Mamie Davis (Endowment)	100,000.00	100,000.00	-
31200 E Summons Fund	37,353.90	24,058.63	13,295.27
<b>Total 31000 Restricted</b>	<b>137,353.90</b>	<b>124,058.63</b>	<b>13,295.27</b>
31400 Assigned			-
30030 Events Fund	87,673.54	25,000.00	62,673.54
30040 CIP Fund	28,969.96	101,000.00	(72,030.04)
31050 Public Safety Grant Fund	40,020.41	14,283.44	25,736.97
31060 Mamie Davis Park Fund	6,497.85	11,491.65	(4,993.80)
31070 Public Education Grant Fund	1,955.20	1,775.50	179.70
<b>Total 31400 Assigned</b>	<b>165,116.96</b>	<b>153,550.59</b>	<b>11,566.37</b>
31500 Unassigned			-
30010 Operating Reserve	200,000.00	187,860.82	12,139.18
30020 Unrestricted Net Assets	10,207.69	-	10,207.69
<b>Total 31500 Unassigned</b>	<b>210,207.69</b>	<b>187,860.82</b>	<b>22,346.87</b>
32000 Retained Earnings	-	-	-
Net Income	21,545.76	(58,529.55)	80,075.31
<b>Total Equity</b>	<b>534,224.31</b>	<b>406,940.49</b>	<b>127,283.82</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>1,204,544.26</b>	<b>1,399,989.19</b>	<b>(195,444.93)</b>

Wednesday, Nov 29, 2023 12:35:23 PM GMT-8 - Accrual Basis

**Town of Occoquan - Permit Report  
November 2023**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2024-00722	114 COMMERCE ST	Replace/repair, roofing, rafters and two walls, install replacement windows, add door and install garage doors. Rewire garage - separate permit	Building	Issued	R - Alteration/Repair	10/05/2023	
ELE2024-00652	114 COMMERCE ST	rewire garage, with lights, wall outlets, power for two garage doors, exterior lights. Sub panel	Electrical	Issued	R - Alteration/Repair	10/17/2023	
BLD2023-07208	126 COMMERCE ST	Ballywhack Cafe: New Tenant, no new walls, no demo, minor electrical and plumbing connections	Building	Issued	C - Tenant Layout	09/26/2023	
ELE2024-01336	126 COMMERCE ST	Ballywhack Cafe: New Tenant, no new walls, no demo, minor electrical and plumbing connections	Electrical	Finald	C - Tenant Layout	10/03/2023	11/08/2023
MEC2024-00142	126 COMMERCE ST	Ballywhack Cafe: New Tenant, no new walls, no demo, minor electrical and plumbing connections	Mechanical	Finald	C - Tenant Layout	10/13/2023	11/06/2023
PLB2024-00151	126 COMMERCE ST	Ballywhack Cafe: New Tenant, no new walls, no demo, minor electrical and plumbing connections	Plumbing	Finald	C - Tenant Layout	09/29/2023	11/08/2023
BLD2024-01108	301 COMMERCE ST	Adding new Free Standing Deck on top of existing coffee and food service shop	Building	Pending	C - Addition		
BLD2022-02702	312 COMMERCE ST	150 lf floor joist ,390 lf floor joist replacement , 48 lf sil plate, 375 sf sub floor replacement , 3 intellijacks	Building	Issued	R - Alteration/Repair	02/02/2022	
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Issued	R - Alteration/Repair	01/06/2023	
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Issued	R - Alteration/Repair	01/06/2023	
BLD2023-03348	201 MILL ST	Installing additional bracing to egress stairway	Building	Issued	C - Alteration/Repair	03/24/2023	
BLD2024-00448	205 MILL ST	Erecting way finding signs for the Town of Occoquan	Building	Issued	C - Sign	09/22/2023	
BLD2021-06635	450 MILL ST	TLO FOR THE COTTAGE	Building	Issued	C - Tenant Layout	05/03/2022	

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2022-00482	450 MILL ST	TLO FOR POPPS	Electrical	Pending	C - Tenant Layout		
MEC2021-02381	450 MILL ST	THE COTTAGE - TLO	Mechanical	Pending	C - Tenant Layout		
PLB2022-00959	450 MILL ST	THE COTTAGE - TLO	Plumbing	Issued	C - Tenant Layout	11/08/2023	
BLD2024-02864	1402 OCCOQUAN HEIGHTS CT	Installation of solar panels on existing residential roof. 5.46 kW. Addition of 1 0-30A circuit.	Building	Pending	R - Alteration/Repair		
BLD2024-00407	1425 OCCOQUAN HEIGHTS CT	Installation of solar panels on existing residential roof. 10 kW. Addition of [2] 0-30A circuits.	Building	Pending	R - Alteration/Repair		
ELE2024-00664	1425 OCCOQUAN HEIGHTS CT	Installation of solar panels on existing residential roof. 10 kW. Addition of [2] 0-30A circuits.	Electrical	Pending	R - Alteration/Repair		
BLD2023-03992	103 POPLAR LN	Inground Pool 41' x 18' with 51sf spa and Gas Heater	Building	Finalized	R - Swimming Pool	01/31/2023	09/29/2023
ELE2023-05482	103 POPLAR LN	Install 60amp disconnect and two pole circuit breaker 60amp. Run wire associate	Electrical	Issued	R - Swimming Pool	04/14/2023	
BLD2022-00079	109 POPLAR LN	CUSTOM SFD	Building	Issued	R - New Single Family Dwelling	03/01/2022	
ELE2023-00992	109 POPLAR LN	CUSTOM SFD - TEMP ON POLE FOR CONSTRUCTION	Electrical	Finalized	R - New Single Family Dwelling	08/18/2022	10/10/2023
ELE2024-00242	109 POPLAR LN	New underground electrical service of 400amps	Electrical	Issued	R - New Single Family Dwelling	07/19/2023	
GAS2024-00465	109 POPLAR LN	New gas installation	Gas	Issued	R - New Single Family Dwelling	10/04/2023	
MEC2023-02547	109 POPLAR LN	NEW PREFAB FIREPLACE	Mechanical	Issued	R - New Single Family Dwelling	06/28/2023	
MEC2024-00433	109 POPLAR LN	NEW HVAC	Mechanical	Issued	R - New Single Family Dwelling	09/01/2023	
PLB2023-01320	109 POPLAR LN	NEW FIXTURES	Plumbing	Issued	R - New Single Family Dwelling	12/16/2022	
PLB2024-00433	109 POPLAR LN	reconnect sanitary sewer and water service	Plumbing	Issued	R - New Single Family Dwelling	08/24/2023	
GAS2024-00297	1608 SEBRING CT	DIRECT REPLACEMENT GAS FURNACE	Gas	Issued	R - Alteration/Repair	09/20/2023	
BLD2024-00930	104 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6 kW. Addition of [2] 0-30A circuits.	Building	Pending	R - Alteration/Repair		

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2024-01160	104 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6 kW. Addition of [2] 0-30A circuits.	Electrical	Pending	R - Alteration/Repair		
BLD2024-00029	105 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6.4 kW. Addition of 2 0-30A circuits.	Building	Finalized	R - Alteration/Repair	07/25/2023	10/04/2023
ELE2024-00214	105 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6.4 kW. Addition of 2 0-30A circuits.	Electrical	Finalized	R - Alteration/Repair	07/25/2023	10/04/2023
BLD2024-00658	110 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 8 kW. Addition of 2 0-30A circuits.	Building	Finalized	R - Alteration/Repair	09/29/2023	10/31/2023
ELE2024-01719	110 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 8 kW. Addition of 2 0-30A circuits.	Electrical	Issued	R - Alteration/Repair	09/29/2023	
ELE2024-01719	110 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 8 kW. Addition of 2 0-30A circuits.	Electrical	Issued	R - Alteration/Repair	09/29/2023	
BLD2022-02442	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Building	Issued	C - Tenant Layout	06/17/2022	
ELE2022-03991	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Electrical	Issued	C - Tenant Layout	11/28/2022	
MEC2022-01565	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Mechanical	Issued	C - Tenant Layout	11/28/2022	
PLB2022-01433	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Plumbing	Finalized	C - Tenant Layout	12/30/2022	10/19/2023
BLD2023-03631	109 WASHINGTON SQUARE CT	Installation of new, roof-mounted Solar photovoltaic electric system - 8.51kW	Building	Finalized	R - Alteration/Repair	07/27/2023	11/13/2023
ELE2023-04914	109 WASHINGTON SQUARE CT	Installation of new, roof-mounted Solar photovoltaic electric system - 8.51kW	Electrical	Issued	R - Alteration/Repair	08/02/2023	

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2023-04914	109 WASHINGTON SQUARE CT	Installation of new, roof-mounted Solar photovoltaic electric system - 8.51kW	Electrical	Issued	R - Alteration/Repair	08/02/2023	

END OF REPORT



**Town of Occoquan - Open BCE Case(s)**

<u>CASE NUMBER</u>	<u>SITE ADDRESS</u>	<u>DESCRIPTION</u>	<u>CASE STATUS</u>	<u>DATE OPENED</u>	<u>ASSIGNED TO</u>	<u>ASSIGNED TO EMAIL</u>
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**END OF REPORT**

**PCE Cases Initiated by Town**

**All Open Cases and Cases Closed On or After 11/13/2023**

*\*Counts business days only.*

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<u>Site Address</u>	<u>Case Number / Case Status</u>	<u>Date Received</u>	<u>Date Closed</u>	<u>Business Days Open (Pending)</u>	<u>Assigned To</u>	<u>Case Description</u>	<u>Violation Description(s)</u>	<u>Date VIO Founded</u>	<u>Notice Issued</u>	<u>Summons Issued</u>	<u>Court Action</u>
				0							

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**Total Number of Cases for : 0**

**Total Number of Addresses Affected:**

**Total Number of Violations Issued: 0**

**Total Number of Cases Closed : 0**

**Total Number Cases Closed with No Violation: 0**

**Total Number of Cases Still Open: 0**

**Total Number of Open Cases with Violations: 0**

**Average Number of Business Days Cases are Open This Town:**

**Average Number of Business Days Cases are Open (Grouped by Address and Date Received) This Town:**

**Total Number of Cases with Pending Activities for this Town: 0**

**Total Business Days of Pending Activities for this Town:**

**PCE Cases Initiated by Town**

**All Open Cases and Cases Closed On or After 11/13/2023**

*\*Counts business days only.*

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**Total Number of Cases for All Towns Selected: 0**

**Summary by Case Status:**

**END OF REPORT**

# Town Attorney Report

To: Mayor and Council, Town of Occoquan

Thru: Adam Linn, Town Manager

From: Martin Crim, Town Attorney

Re: Report for December Council Meeting

Date: November 28, 2023

## **NOT CONFIDENTIAL**

This is a non-confidential report on matters that my office has been working on for the Town since my previous written report to Council, which was on October 30, 2023:

1. Advised staff as to potential Zoning Text Amendment language.
2. Proposed edits to contract with Visit Occoquan.
3. Continued to monitor zoning violations for enforcement.
4. Advised staff as to agenda item for lamp installed on private property.
5. Reviewed and advised as to subpoena for documents.
6. Advised staff as to accessibility issues in public spaces.
7. Advised staff as to budget amendments within established categories.
8. Followed up with staff as to franchise for electric vehicle charging station.
9. Began review of proposed amendments to Town ordinances.



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>9. Public Hearings</b>	<b>Meeting Date:</b> December 5, 2023
<b>9A: Public Hearing and Action to Award Franchise to Own and Operate EV Charging Stations at the Town-Owned Parking Lot on the 100 Block of Mill Street for Commercial Use</b>	

- Attachments:**
- a. Draft Franchise Ordinance
  - b. Draft Agreement
  - c. Public Hearing Ad

**Submitted by:** Adam C. Linn  
Town Manager

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#### **Explanation and Summary:**

This is a public hearing and action item on an ordinance and agreement to grant a franchise to own and operate EV charging stations at the parking lot and associated property located at approximately 170 Mill Street for a term of five years with two renewal terms of five years.

A notice of invitation to bid was published on November 14<sup>th</sup> and 21<sup>st</sup>. All bids must be submitted in writing and delivered to Town Council no later than 7:00 p.m. on December 5, 2023, at 314 Mill Street, Occoquan, VA 22125.

The recommended location for the charging station is at 170 Mill Street. The project would involve the installation of 2 charging stations, providing 4 ports for charging on the western side of the existing parking lot. The stations would have Level 2 chargers available to the public for a small hourly charging fee.

#### **Franchise Information:**

Prior to awarding this requested franchise agreement, State law requires the Town to advertise and receive bids for the franchise. If more than one bid is received, the Town Council may refer them to the Town Manager for a recommendation based on the interests of the Town and table a decision to a later date. In addition, the Town Council may make other investigations of bidders as it sees fit. Finally, the Town reserves the right to reject any and all bids.

After receiving the Town Manager's recommendations and/or the results of the Council's investigations, the Council will have the following options: (1) reject all the bids and make no award, (2) grant the franchise to the highest bidder, or (3) by a recorded vote of a majority of the members elected to the Council reject a higher bid and accept a lower bid from a responsible bidder if, in its opinion, some reason affecting the interest of the town makes it advisable to do so. With option (3), the reason would have to be expressed in the body of the ordinance granting the franchise.

**Town Attorney's Recommendation:** Recommends granting the Franchise as presented. If other bids are received, recommend evaluation of them.

**Town Manager's Recommendation:** Concur with the Town Attorney's recommendation.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to close the public hearing and approve Ordinance O-2023-18 as presented to grant a franchise to [INSERT SUCCESSFUL BIDDER] to own and operate EV charging stations at the parking lot and associated property located at approximately 170 Mill Street."

OR

Other action Council deems appropriate.

**GRANTEE**  
**BID**

Effective Date:

This Bid (“**Bid**”) is dated and effective on the effective date noted herein and is by and between \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“**Grantee**”), and TOWN OF OCCOQUAN, a municipal corporation of the Commonwealth of Virginia (the “**Client**”). This Bid is governed by the Terms and Conditions attached hereto, which are incorporated herein by reference. Capitalized terms used but not defined in this Bid shall have their meanings set forth in the Terms and Conditions.

1. Client Representative: Adam Linn, Town Manager – Town of Occoquan, VA
2. Property Address(es): Eastern Side of 100 Block of Mill Street Parking Lot (approximately 170 Mill Street, Occoquan, VA 22125)
3. EV Designated Parking Spaces: Four (4) parking spots on the eastern side of the parking lot and two (2) charging stations - one (1) charging station and two (2) ports per every two (2) spaces.



4. Number of Electric Vehicle (EV) Charging Stations: Two (2) charging stations
5. EV Charging Station Model(s): 80A Level 2 Charging Stations
6. Electric Meter Responsible Party: Grantee
7. Operating Margin Share: 10% to Client

By signing below, the parties agree to this Bid and the Terms and Conditions attached hereto.

**[CLIENT]**

By: \_\_\_\_\_  
Name:  
Title:

**[GRANTEE]**

By: \_\_\_\_\_  
Name:  
Title:

**GRANTEE**  
**TERMS AND CONDITIONS**

These Terms and Conditions entered into between \_\_\_\_\_ (“**Grantee**”) and the Client set forth in the Bid (“**Client**”) to which these Terms and Conditions are attached (“**Bid**”), are effective as of the effective date (“**Effective Date**”) of the Bid. These Terms and Conditions and the Bid, together, are referred to as the agreement (“**Agreement**”).

**RECITALS**

WHEREAS, Grantee is engaged in the development, installation, ownership, marketing, management, and operation of charging stations (“**Stations**”) used for electric vehicles (“**EVs**”);

WHEREAS, Client is the owner, lessee, tenant, or manager of the Property located at the address listed in the Bid (the “**Property**”);

WHEREAS, Client desires for Grantee to install and operate Stations on the Property; and

WHEREAS, Grantee shall develop and install the charging infrastructure (“**Infrastructure**”) on the Property needed for the installation and operation of the Stations in accordance with these Terms and Conditions.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

**1. INSTALLATION**

- 1.1. Grantee will install the Infrastructure and Stations which, together, make up the EV charging system (“**System**” or “**Systems**”), in accordance with the Bid. The Stations will be owned by Grantee before, during, and after the Initial Term or Full Term.
- 1.2. The System as set forth in the Engineering Plans (the “**Plans**”) may include the following components, which make up the Infrastructure: A metered power source (“**Meter**”), Meter enclosure, switchgear, circuit protection, conduits, pull-boxes, conductors, transformers, electric panels, disconnects, auxiliary power outlets, racking, and wired/wireless communication equipment.
- 1.3. Grantee will install the System in coordination with the Electric Utility Company (“**EUC**”), as needed, and in accordance with the Plans as approved by both parties and attached hereto as **Exhibit A**. The System will be installed on the Property to supply electricity to EVs for Customers (“**Customer**” or “**Customers**”) in the EV designated parking spots (“**Spots**”). During the installation, the Spots will require new markings and signage, as provided by Grantee. Additional signage may be required on the Property and will be noted on the Plans.
- 1.4. Upon the party’s execution of the Plans, Grantee will commence the work and if required, will file the permit application. When ready, Grantee will coordinate with the Client to begin installation.
- 1.5. Upon the completion of the installation, Grantee will send an Installation Date Certificate for signature by Client and attached hereto as **Exhibit B**.

**2. OPERATION AND MAINTENANCE**

- 2.1. Grantee will operate and maintain the System and provide Customers with support by phone.
- 2.2. Grantee may enter the Property, in coordination with the Client, who shall not unreasonably deny access for inspection, service and maintenance purposes.

**3. CUSTOMER PAYMENTS**

- 3.1. Grantee shall establish pricing, track usage, and collect Revenue (“**Revenue**”) from Customers using the Stations, and in accordance with the agreement between Grantee and the Customer.
- 3.2. Revenue is generated by billing Customers for the supply of electricity measured in kilowatt-hours (“**kWh**”) and if electricity is not being supplied, a standby hourly rate (“**Idle Parking**”). Once a Customer payment transaction is processed and a payment processing fee is deducted, it becomes Net Revenue (“**Net Revenue**”).
- 3.3. Grantee maintains the right to bill Customers additional fees that will not be part of the Revenue, including but not limited to, membership fees, connection fees, and priority fees.

**4. CLIENT PAYMENTS**

- 4.1. For the fulfilment of its obligations in accordance with this Agreement, the Client will be entitled to a quarterly payment equal to the Operating Margin Share set forth in the Bid (“**Margin**”), which represents a share of Grantee’s Net Revenue (“**Client Payments**”). The Client Payments will constitute full and final payment to the Client.
- 4.2. The calculation for the Margin is completed by taking the Net Revenue and subtracting the following operating expenses:
  - 4.2.1. Cost of electricity as calculated in section “Electricity Payments”; and
  - 4.2.2. Charge Point Operator (“**CPO**”) fees of fifty dollars (\$50) per Spot.
- 4.3. If the Margin is greater than zero dollars (\$0), the Client Payments will be made once per quarter within thirty (30) days following the end of the previous quarter.

- 4.4. Grantee will provide a quarterly report detailing the Client Payments. The Client’s right of review will be limited solely to data relating to this Agreement and the Client will not have a right to review Grantee’s books or other documents.

**5. ELECTRICITY PAYMENTS**

- 5.1. Grantee will reimburse Client by making a quarterly payment to the Client (“**Reimbursement**”) based on the Station’s internal submeters, which record the electricity usage, and the calculations below.
  - 5.1.1. Grantee will process Reimbursement to Client within thirty (30) days from receipt of the EUC bills from Client, once per quarter and if the total Reimbursement amount is at least one-hundred dollars (\$100).
  - 5.1.2. Grantee shall reimburse the full amount of electricity used by the Stations by multiplying the energy measured in kWh by the electricity rate (“**Electricity Rate**”), which is calculated by using information on the EUC bill and dividing the total cost of the electricity by the total kWh consumed.
- 5.2. The Client and Grantee will pay the EUC bills in a timely manner and will each bear any charge resulting from delinquent payment or non-payment applicable to each party.

**6. UPGRADES AND EXPANSION**

- 6.1. Once Customer usage reaches a certain point, Grantee may recommend future upgrades of the System to the Client, including expansion to additional Spots. If any upgrade and/or expansion is approved by Client, the parties will enter into an amendment to the Bid and Grantee will follow the same process as set forth in **Section 1** of this Agreement.

**7. TERM AND TERMINATION**

- 7.1. This Agreement will be valid for a term of five (5) years from the date of the last signature of an executed Installation Date Certificate attached hereto as **Exhibit B** (hereinafter, the “**Initial Term**”).
- 7.2. The Initial Term shall be automatically extended for up to two (2) renewal terms of five (5) years each unless either party provides written notification of termination at least sixty (60) days prior to the expiration of the Initial Term or renewal terms (“**Early Termination**”). The Initial Term and five (5) year extensions make up the Full Term (hereinafter, the “**Full Term**”). Upon expiration of the Initial Term or Full Term, unless terminated earlier, the Agreement shall continue on a month-to-month basis.
- 7.3. The Client may terminate this Agreement for cause, subject to providing written notice to Grantee at least ninety (90) days in advance of termination, in any of the following cases:
  - 7.3.1. Grantee ceased providing services to Customers for more than ninety (90) consecutive days, on its own initiative and not due to ongoing repairs and maintenance. If the foregoing occurs, then the parking spaces will be made available for public use. If services were ceased based on Grantee’s own initiative, upon notice, Grantee shall have sixty (60) days to remedy the situation; or
  - 7.3.2. Grantee made a resolution for its dissolution, or has been declared insolvent, or a dissolution order has been issued by a competent court, and the resolution, declaration or order has not been revoked within sixty (60) days.
- 7.4. In the event that the Client initiates Early Termination for any reason other than a material breach of this Agreement by the Grantee, the Client shall pay to the Grantee an amount equal to the Grantee’s costs incurred as of the termination date, less the cost of the Stations, less the aggregate amount of net Margin kept by Grantee, and less any grants/rebates received by the Grantee as of that date (“**Early Termination Payment**”). Upon notice of Early Termination from the Client, the Grantee will submit documentation detailing the Early Termination Payment amount to the Client within fourteen (14) days. Within thirty (30) days of receipt by the Client of documentation for the Early Termination Payment from the Grantee, which documentation is reasonably necessary for the Client to confirm the amount of the Grantee’s costs as of the termination date, the Client shall make payment to the Grantee. Once the Grantee has received the Early Termination Payment from the Client, the Grantee shall transfer ownership of the Infrastructure to the Client and remove the Stations within sixty (60) days. After the transfer of ownership of the Infrastructure to the Client, Grantee will not bear any responsibility in connection with the Infrastructure.
- 7.5. Grantee has the right to transfer ownership of the Infrastructure to the Client at any time during the Full Term, at expiration of the Full Term, or if Grantee initiates Early Termination of the Full Term. After the transfer of ownership of the Infrastructure to the Client, Grantee will not bear any responsibility in connection with the Infrastructure. If the Infrastructure is not transferred to the Client, Grantee shall have the right, but not the obligation, within sixty (60) days after termination or expiration of this Agreement, to enter upon the Property and remove the Infrastructure.
- 7.6. Grantee shall have the right, but not the obligation, to remove the Stations within sixty (60) days after termination or expiration of this Agreement, and Client shall reasonably cooperate with Grantee for such removal.



## 8. CLIENT'S REPRESENTATIONS AND WARRANTIES

- 8.1. The Client represents and warrants that: (i) it has the authority to enter into this Agreement with Grantee including having, by virtue of its rights in and to the Property, (ii) it has the authority to permit and enable the execution of the Project, and to grant the authorizations hereunder, and to undertake the obligations in this Agreement, and that (iii) it has all the rights, consents, approvals and authorizations required from any third party, including the Property owners, for the purpose of entering into this Agreement and performing its obligations hereunder.
- 8.2. The Client further represents and warrants that Grantee will have the exclusive right to own, operate, maintain, and provide services for any Systems on the Property during the Initial Term and Full Term. The Client will not self-perform and/or permit any other party to install, operate, and/or maintain any Systems on the Property.
- 8.3. The Client further represents and warrants that Customers shall have safe and convenient access to the Property and the Spots 24/7/365, except during Town events, force majeure, by other governmental agencies, or as necessary to protect the public health, safety, and welfare.

## 9. GRANTEE'S REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

- 9.1. Grantee represents and warrants that will perform the installation, operations, and maintenance in accordance with the applicable codes, laws, and regulations of all federal, state, local, administrative and/or other agencies having any authority. Grantee agrees that installation will be completed within 180 days or shall provide Client with written notification. If written notification is received, the Client shall provide the Grantee with an additional 180 days to complete the installation. Failure to complete installation timely shall make this Agreement null and void.
- 9.2. EXCEPT AS SET FORTH IN SECTION "TERM AND TERMINATION", CLIENT'S SOLE REMEDY FOR ANY BREACH BY GRANTEE OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT IS LIMITED TO, AT GRANTEE'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE.
- 9.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, GRANTEE MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. GRANTEE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. GRANTEE DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS. FOR THE AVOIDANCE OF DOUBT, IT IS CLIENT'S SOLE RESPONSIBILITY TO ENSURE THE ACCURACY AND COMPLETENESS OF THE PLANS AND THE PARTIES AGREE THAT GRANTEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RELATED TO THE PLANS, INCLUDING ANY DAMAGE TO EXISTING INFRASTRUCTURE OF THE PROPERTY AS A RESULT OF ANY ACTS OR OMISSIONS OF GRANTEE IN RELIANCE ON THE PLANS APPROVED BY CLIENT.

## 10. INSURANCE

- 10.1. Both parties will maintain a Commercial General Liability policy of at least one-million dollars (\$1,000,000) in coverage and will provide each other a certificate of insurance listing the other party as an additional insured prior to the commencement of construction of the Infrastructure and Stations on the Property.

## 11. LIABILITY AND INDEMNIFICATION

- 11.1. EXCEPT FOR GRANTEE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT RELATING TO OR ARISING OUT OF THIS AGREEMENT AND ANY CHARGING INFRASTRUCTURE, IN NO EVENT SHALL GRANTEE BE LIABLE TO THE CLIENT FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY. The foregoing includes claims related to the infrastructure works, the Property's infrastructure system, the establishment of the Charging Infrastructure and the provision of the services hereunder, and Grantee will not be in any way responsible for any loss of income or profit incurred by the Client, whether directly or indirectly, in connection with this Agreement and its performance.

## 12. CONFIDENTIALITY

- 12.1. Confidential Information ("CI") means any and all technical and non-technical information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether verbal or non-verbal, including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, concepts, ideas, templates, surveys, pricing information, vendor and employee information, models, inventions, methodologies, know-how, processes, apparatus, equipment, algorithms, the Data, software programs, software-as-a-service, software source documents, and formulae related to the current, future and proposed products and services of the Disclosing Party and includes information

relating to the Disclosing Party's research, employee and contractor information and lists, pricing information, marketing plans, strategies, and information.

- 12.2. The Receiving Party shall not use the CI except in connection with the activities governed by this Agreement. Receiving Party shall treat all CI of the Disclosing Party with the same degree of care as Receiving Party according to its own CI, and in any event shall use at least reasonable care. Receiving Party shall immediately notify the Disclosing Party of any unauthorized use or disclosure of the CI. Receiving Party shall assist the Disclosing Party in remedying any such unauthorized use or disclosure of the CI. A Party shall not communicate any information to the other in violation of the proprietary rights of any third party.
- 12.3. The Receiving Party's obligations under this section with respect to any portion of CI will not apply to any information that is: (a) in the public domain through no fault of Receiving Party, (b) rightfully in Receiving Party's possession free of any obligation of confidence to any person, (c) developed by employees or agents of Receiving Party independently of and without reference to any CI, or (d) being disclosed by Receiving Party in response to a valid order by a court or other governmental body, or otherwise as required by law, or as necessary to establish the rights of either party under this Agreement.

## 13. MISCELLANEOUS

- 13.1. Grantee holds all right, title, and interest in and to any grants and/or rebates received, or may be received in the future, in connection with this Agreement. If any grant and/or rebate is received in the name of the Client or its subsidiaries, Client expressly agrees that this Agreement shall act as an assignment of its right, title, and interest in and to such grant and/or rebate.
- 13.2. Each party shall be entitled, at any time, to convert, transfer, pledge, assign or give to a third party its rights and obligations under this Agreement, in whole or in part, at its sole discretion and without the need for the consent of the other party, provided that the receiving party accepts, in writing, all the obligations of the transferring party towards the other party to the Agreement.
- 13.3. Grantee shall be entitled, at its sole discretion, to display advertising material of its own or with prior written approval from Client that of a third party, on the Stations. The Client gives Grantee approval to use the Client's name and logo on Grantee's website.
- 13.4. This Agreement shall be governed by the laws of the State of Virginia, without regard to conflict of laws. Any suit involving any unresolved Dispute arising under this Agreement may only be brought in State Court of Prince William County, which shall have exclusive jurisdiction over the subject matter of the unresolved Dispute.
- 13.5. If Grantee is delayed in or prevented from the performance of any act required under this Agreement by a reasons outside of its control including without limitation, , pandemics, strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Grantee, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.
- 13.6. This Agreement constitutes the full and complete agreement between the parties regarding the subject matter herein and no offer, representation, summary, or promise given prior to its signing in matters related to the contents of this Agreement, will have any validity.
- 13.7. No change, waiver, or deviation from the provisions of this Agreement will have any validity, unless made in writing and signed by the parties to this agreement, after due compliance with Virginia Code section 15.2-2105.
- 13.8. This Agreement is not a contract for the benefit of a third party, and no provision herein shall be interpreted as intended to confer rights on any third parties. Notwithstanding anything to the contrary, Grantee may use subcontractors or other third parties to perform its obligations under this Agreement. Grantee shall remain fully liable for the performance of any third parties performing on its behalf.
- 13.9. This Agreement does not constitute a partnership or joint venture between the parties, and no provision in this Agreement shall be construed or considered as creating such a partnership or joint venture. None of the parties has nor will have the authority to bind the other or to enter into an Agreement on its behalf, or create a liability for it, in any way and for any purpose.
- 13.10. No waiver, refrain of action, or granting of an extension by one party to the other shall be considered a waiver of that party's rights under this Agreement or under any law and shall not prejudice the right of the refraining party from exercising its rights at any time, and no claim regarding a waiver or delay shall be entertained.
- 13.11. Any notice from one party to the other will be made in writing by registered mail to the addresses stated in the preamble (unless notice of a change of address has been given in accordance with the provisions of this agreement, in which case the notices will be sent to the new address) or by personal delivery, and will be considered as having reached its recipient after 72 hours from dispatch at a post office; then it will be considered as having reached the recipient after 24 hours from the date of transmission; or if sent by email, subject to receiving confirmation of its receipt.

**ORDINANCE # O-2023-17**

**AN UNCODIFIED ORDINANCE GRANTING A FRANCHISE FOR THE TERM AND UPON THE CONDITIONS STATED IN THE ACCOMPANYING AGREEMENT TO OWN AND OPERATE EV CHARGING STATIONS AT A TOWN-OWNED PARKING LOT ON THE 100 BLOCK OF MILL STREET FOR COMMERCIAL USE**

**WHEREAS**, the Town of Occoquan, Virginia (“the Town”), owns a public parking lot and associated property at the southeast corner of Washington and Mill Street on the 100 block of Mill Street at approximately 170 Mill Street (approximately 38.683330N, -77.259506W); and

**WHEREAS**, The Town has the authority to grant franchises and other authorizations for the use and occupancy of the public property of the Town, after due advertisement and review of bids as provided in Sections 15.2-2100 through 15.2-2102 of the Code of Virginia; and

**WHEREAS**, the Town authorized and conducted a public hearing prior to approving the franchise pursuant to Section 15.2-1800 of the Code of Virginia; and

**WHEREAS**, the Town intends to exercise, to the fullest extent permitted by applicable law, the power to grant a franchise to own and operate EV charging stations at the parking lot and associated property located on the 100 Block of Mill Street for the term and on the conditions listed in the attached draft Agreement; and

**WHEREAS**, the Town has received bids from interested parties for grant of the franchise to own and operate said EV charging stations.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Town of Occoquan, Virginia, hereinafter referred to as the “Town Council,” meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 2023, that the Town Council grants a franchise to \_\_\_\_\_ (hereinafter, “Grantee”) as follows:

1. Grant of Franchise. That the right (the “Franchise”) is hereby granted by the Town of Occoquan (hereinafter the “Town”) unto Grantee, its successors and assigns, for the term and subject to the conditions and limitations stated in the draft Agreement, to use the parking lot and property located at 170 Mill Street for the commercial purposes of owning and operating EV charging stations.

2. Completion of Draft Agreement. The Town Manager is directed to fill in the blanks throughout the draft Agreement consistent with the bid accepted by the Town Council; to finalize, in coordination with the accepted bidder, the details of the draft Agreement’s “Bid”, to make other minor amendments to the draft Agreement in concurrence with the Town Attorney; to remove the “draft” designation; to execute the finalized Agreement on behalf of the Town after the Grantee has executed it; and to accept an addendum for engineering plans as submitted by the Grantee in concurrence with the Town Attorney.

3. Effective Date: This Ordinance shall be in force from its passage.

**BY ORDER OF THE TOWN COUNCIL**

**Meeting Date: December 5, 2023**

**Town Council Meeting**

**Ord. No. O-2023-17**

**RE: An Uncodified Ordinance Granting A Franchise For The Term And Upon The Conditions Stated In The Accompanying Agreement To Own And Operate EV Charging Stations A A Town-Owned Parking Lot On The 100 Block Of Mill Street For Commercial Use Use**

**MOTION:**

**SECOND:**

**ACTION:**

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**CERTIFIED COPY**

\_\_\_\_\_ **Town Clerk**

**TOWN OF OCCOQUAN, VIRGINIA  
NOTICE OF TOWN COUNCIL PUBLIC HEARING  
AND INVITATION TO BID ON A FRANCHISE FOR  
EV CHARGING AT THE PUBLIC PARKING LOT  
ON THE 100 BLOCK OF MILL STREET**

**December 5, 2023 – 7:00 PM**

Notice is hereby given pursuant to §§ 15.2-1800 and 15.2-2100 of the Code of Virginia, as amended, that the Council of the Town of Occoquan, Virginia, a Municipal Corporation of the Commonwealth of Virginia, proposes to grant a franchise to permit the provision, installation, and maintenance of EV charging stations at the parking lot on the 100 block of Mill Street for a term of five years with two renewal terms of five years and a right of first refusal, and invites (i) public comment and (ii) bids thereon.

Any person interested in submitting a bid may do so in writing and deliver it to the Occoquan Town Hall or mail them to 314 Mill Street, PO Box 195, Occoquan, Virginia 22125 (Attn: Town Council) no later than the date of the public hearing at 7:00 p.m., local time, in open session of Council to the presiding officer of Council. A copy of the full text of the proposed franchise ordinance and agreement is on file in the Occoquan Town Hall and on the Town's website at [www.occoquanva.gov](http://www.occoquanva.gov) under Solicitations and Contracts.

If multiple bids are submitted, the Town Council will refer them to the Town Manager for a recommendation based on the interests of the Town. Town Council may make other investigations of bidders as it sees fit. The Town reserves the right to reject any and all bids.

This hearing is being held on December 5, 2023 at 7:00 p.m. at the Occoquan Town Hall, located at 314 Mill Street, Occoquan, Virginia 22125. The location of this public hearing is believed to be accessible to persons with disabilities. Any person with questions on the accessibility of the facility should contact the Town Clerk by mail at PO Box 195, Occoquan, VA 22125, by email at [info@occoquanva.gov](mailto:info@occoquanva.gov), or by telephone at (703) 491-1918. Persons needing interpreter services for the hearing impaired and/or vision impaired should notify the Town Clerk no later than one week prior to the hearing.

**The Town Council**  
of the Town of Occoquan, Virginia  
TC Agenda Packet Page 84 of 116

Run Dates: November 14th and 21st, 2023 AD#78259



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>10. Regular Business</b>	<b>Meeting Date:</b> December 5, 2023
<b>10A: Request to Authorize the Town Manager to Select a Contractor for a New Town Seal</b>	

**Attachments:** a. Town Seal Selection Overview and Visioning Questionnaire - To Be Provided

**Submitted by:** Adam C. Linn  
Town Manager

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#### **Explanation and Summary:**

This is a request to approve the creation of a new Town Seal and select a contractor to work with the Town in the seal creation process. Additionally, Town staff are requesting guidance from Town Council on the structure of and the criteria for the review process. A short overview of the process and a questionnaire will be provided to Town Council to solicit said guidance.

Town staff have solicited multiple vendors for proposals and has received four proposals ranging from approximately \$900 to \$7,500. Of the proposals, Town staff recommend using crowdSPRING, LLC, an online platform that crowdsources design projects. Via crowdSPRING, LLC's online platform, the Town would use a bid process that solicits designs from 20 different designers. A committee appointed by the Town Manager would then select finalists from that initial round for Town Council to evaluate and provide feedback.

Given the important role of the Town Seal, the initiative of Council on this item, and that this was not an intended project during the adoption of the FY24 Annual Budget, Town staff is requesting guidance on criteria for a new Town Seal and approval from Town Council for this expense. The project would be funded by the General Fund's Professional Services Budget as consulting services.

#### **Background:**

At the September 5<sup>th</sup> Town Council Meeting, staff was directed to create a competition to solicit a new design for the Town Seal. After internal discussions and consultation with the Town Attorney, at the November 8<sup>th</sup> Town Council Meeting, staff instead recommended that the Town hire a contractor to create a new Town Seal. The Town Manager notified Council that staff would put an item on the agenda and propose a

potential contractor at the next meeting. Town staff envision a multiple month process that would conclude in Spring 2024.

**Town Staff Recommendation:** Staff recommend selecting crowdSPRING, LLC as the contractor.

**Cost and Financing:** \$1,200

**Account Number:** 60420 – Consulting Services

**Proposed/Suggested Motion:**

“I move to approve the Town Manager to engage with crowdSPRING, LLC for the purposes of creating a new Town Seal for an amount not to exceed the \$1,200 previously budgeted for consulting services.”

OR

Other action Council deems appropriate.



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>10. Regular Business</b>	<b>Meeting Date:</b> December 5, 2023
<b>10B: Request to Approve Agreement with Visit Occoquan</b>	

**Attachments:** a. Draft Agreement

**Submitted by:** Adam C. Linn  
Town Manager

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**Explanation and Summary:**

This is a request to approve an agreement with Visit Occoquan for tourism and marketing services. Given the uniqueness of the agreement, involving potential option periods and potential for a Town staff member to be appointed to the board of this non-profit organization, staff is seeking Town Council approval for this agreement.

The agreement would cover a detailed scope of work with Visit Occoquan providing deliverables such as social media and digital design and marketing for all Town events and festivals as well as the Town's Visitor's Guide. The initial agreement would be for \$10,000 for six (6) months from January 2024 through June 2024 with the option for an annual renewal of up to \$20,000, following the Town's fiscal year. Funding will be drawn from existing line items in the Annual Budget.

Over the past six (6) months, Town staff have been working with representatives of Visit Occoquan to create an agreement through which Visit Occoquan will provide design and marketing services to the Town and promote Occoquan's tourism and economic development. The goals of the agreement and ongoing relationship with Visit are to (1) boost tourism and economic development, (2) streamline marketing efforts, and (3) empower a 501(c)(3) to become Occoquan's Mainstreet affiliate, creating further resources for improving the Town's business and historic districts.

**Background:**

Visit Occoquan is a 501(c)(3) that is currently being developed by the Occoquan Business Partners (OBP), using the name of the marketing efforts and website that the OBP and Town have been collaborating on for several years.

At the November 8, 2023, Town Council Meeting, Council directed staff to make edits to the draft agreement and place the agreement's approval on the agenda for the next Council meeting. On May 16, 2023, Town Council adopted a new business license fee,

revenues of which will contribute in part to the tourism and economic development efforts outlined in this agreement.

**Town Staff Recommendation:** Staff recommends approving the agreement.

**Cost and Financing:** \$10,000

**Account Number:** 63230 - General Fund - Community/Business Support  
60420 - Events Fund - Consulting Services

**Proposed/Suggested Motion:**

"I move to approve the Town Manager to engage and contract with Visit Occoquan to provide tourism and marketing services to the Town as detailed in the Agreement's Scope of Work."

OR

Other action Council deems appropriate.



**SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF OCCOQUAN, VIRGINIA**, a body politic and corporate of the Commonwealth of Virginia (hereinafter "Town"), and **VISIT OCCOQUAN, INC.**, a Virginia nonprofit corporation (hereinafter "VISIT").

**WHEREAS**, the Town is authorized by Virginia Code §15.2-953 to appropriate public funds to any charitable association located within the Town; and

**WHEREAS**, Virginia Code §15.2-940 provides that the Town may expend funds from local revenues for the purpose of promoting the resources and advantages of the Town; and

**WHEREAS**, the Town is seeking tourism and marketing services to support the Town’s mission; and

**WHEREAS**, VISIT is a Virginia charitable non-profit corporation located in the Town of Occoquan, and is exempt from federal taxation under section 501 (c) (3) of the Internal Revenue Code; and

**WHEREAS**, VISIT can provide marketing, tourism promotion, education, and economic development services to the Town; and

**WHEREAS**, the Town wishes to provide funding to support VISIT's continuing efforts to improve the Town, including the business community in Occoquan, through marketing, promotion, education and economic development, and to engage VISIT to perform tourism and marketing services on behalf of the Town.

**NOW, THEREFORE**, the parties hereto do hereby agree as follows:

**1. Term**

The term of this Funding Agreement shall be six months, beginning January 1, 2024 and ending June 30, 2024. The Agreement may be renewed to correspond with future Town fiscal years if (i) renewal is requested by VISIT as provided herein, and (ii) the Occoquan Town Council approves funding for VISIT as part of the Town's annual operating budget.

**2. Agreement Type/Compensation**

(A) This Agreement is a Firm Fixed Price Agreement. VISIT shall be paid the sum of Ten Thousand Dollars (\$10,000.00) for full performance of the services requested herein. That amount shall be paid to VISIT by the Town in two installments, by mutually agreeable means at an agreed date upon approval by the Town Manager.

(B) To receive payment for services, VISIT shall invoice the Town the fixed price amount in accordance with the amounts and dates set forth in (A) above.

(C) VISIT covenants and agrees that the funding provided pursuant to this Agreement will be used to benefit the Town of Occoquan and its residents, businesses and visitors, through the performance of the Scope of Work described herein.

(D) Nothing in this Agreement precludes VISIT from seeking additional funding and services from other public and private entities, to be used in conjunction with or independently of Town funding.

**3. Administration and Coordination**

(A) For the purposes of this Agreement, the Town shall be represented by the Town Manager or their designee(s). VISIT shall be represented by its President or the Chairperson of its Board of Directors or their designee(s).

(B) When providing services funded through this Agreement, including but not limited

to special events and festivals, VISIT shall coordinate directly with all Town departments and agencies including, but not limited to, Public Works, Community Development, and Public Safety, for all Town services including traffic control, trash collection and removal, security and other public safety needs.

(C) VISIT shall have the opportunity to participate (i) in any studies or analysis conducted by the Town that involve the business community in the Town, and (ii) on any boards or commissions that may impact the continued vitality of the Town's Business Districts. VISIT shall appoint one Town staff representative as a voting member on its Board of Directors. The representative shall be determined by the Town Manager.

#### **4. Scope of Work**

During the term of this Agreement VISIT shall use the Town funding to perform the scope of work as set forth in **Exhibit 1**. Acceptance of each deliverable set forth in the scope of work shall be subject to the Town Manager or designee's written approval. If a deliverable is not accepted by the Town Manager or designee, the Town Manager shall notify VISIT and allow it to cure in accordance with this agreement.

#### **5. Town Support**

(A) The Town shall have access to the VisitOccoquanVA.com website to provide regular maintenance and updates as deemed necessary by Town's Director of Events and Community Development or the Town Manager's designee.

#### **6. Independent Contractor**

(A) Nothing herein contained shall be construed or be held to make the Town a partner, joint venture, or associate of VISIT in the conduct of its business, except only in those

instances where it specifically and expressly provides therein that VISIT shall be and act as an agent for the Town.

(B) In expending funds provided pursuant to this Agreement VISIT shall have the authority to hire, train, supervise, direct the work of, and discharge all necessary personnel. Salaries, wages, and other compensation of VISIT's employees, who work full or part-time, including social security, taxes, workers compensation insurance, and the like shall be an operating expense of VISIT and paid by and the sole responsibility of VISIT.

## **7. Reports**

(A) VISIT shall provide an annual report summarizing its efforts related to the Scope of Work and other activities related to the funding provided pursuant to this agreement. The report should be submitted to the Town Manager by June 5<sup>th</sup> of each contract year.

(B) Audits may be required at the request and expense of the Town. VISIT shall keep and maintain all financial records pertaining to the Scope of Work, which records shall be available for inspection by the Town at all reasonable times.

(C) VISIT shall have the right to address Town Council whenever the business of VISIT is under consideration, and VISIT hereby agrees that a representative of VISIT will attend any Town Council meetings when requested by the Council.

## **8. Subcontracting**

The parties agree that VISIT shall have the ability to subcontract the services to be performed under the scope of work. The parties further agree that any subcontractor shall be required to comply with all applicable terms and conditions of this agreement, and that VISIT shall remain liable for the performance of the scope of work.

**9. Indemnification**

VISIT shall indemnify and hold harmless the Town and its officers, officials, and employees from and against all claims, losses, demands, actions, payments, suits, recoveries, judgments or settlements of any kind brought against or recovered from the Town in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of VISIT or of anyone acting under its direction or control or on its behalf in connection with or incident to carrying out any activity supported by Town funding or related to the Scope of Work herein.

**10. Contractor Covenants**

VISIT covenants, warrants and represents the following:

(A) VISIT does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring, discipline and discharge of employees, selection of volunteers and vendors, and the provision of services.

(B) Where applicable VISIT shall comply with the requirements of the Americans with Disabilities Act.

(C) VISIT shall provide a drug-free workplace for its employees.

(D) VISIT acknowledges and covenants that as a charitable nonprofit organization that is tax exempt pursuant to section 501(c)(3) it is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of, or in opposition to, any candidate for elective office. Prohibited activities include, but are not

limited to, contributions to a political campaign fund and the publication or distribution of written or printed statements, or the making of oral statements, on behalf of or in opposition to a candidate.

(E) VISIT shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations when performing activities funded pursuant to this Agreement. VISIT agrees that it shall not, during any activity funded pursuant to this Agreement, knowingly employ unauthorized alien or aliens as defined in the Federal Immigration Reform and Control Act of 1986.

(F) VISIT agrees that it shall use its best efforts to secure the services of multiple vendors in providing services under this agreement.

#### **11. Termination**

(A) This Agreement may be terminated by either party with a minimum of 60 days' notice to the other Party. In the event of such termination VISIT shall return any unexpended and uncommitted funds to the Town and the Town shall reimburse VISIT for any expenses encumbered in fulfilling the scope of work that have not yet been paid.

(B) The Town may terminate this Agreement immediately if (i) VISIT ceases to exist or function as a charitable non-profit organization, or (ii) defaults in the performance of any of its obligations under this Agreement after being given a reasonable opportunity to remedy the default. In the event of such termination VISIT shall return any unexpended and uncommitted funds to the Town.

#### **12. Renewal**

(A) If VISIT desires to renew this Agreement beyond the Town's 2024 fiscal year, it

shall submit a written request to the Town Manager on or before February 16, 2024. Thereafter, for any future fiscal year, VISIT shall submit a written request to the Town Manager no later than January 5<sup>th</sup> of each year.

(B) The written request shall include a proposed line-item budget for the services VISIT proposes to provide if Town funding is approved by Town Council.

**13. Notices**

(A) Any notice, desired or necessary hereunder, shall be given in writing and either hand- delivered, electronically mailed, facsimile transmitted, telexed or made with proper postage prepaid, certified, return- receipt requested. If hand-delivered, facsimile transmitted or telexed, any such notice shall be effective upon delivery. If mailed, such notice shall be effective on the second business day following mailing. Notices to parties hereto shall be to the address stated below or such successor address as may be specified by notice hereunder. The addresses are as follows:

If to Town of Occoquan:

Town Manager  
Town of Occoquan  
314 Mill Street  
PO Box 195  
Occoquan, Virginia 22125  
Email: [townmanager@occoquanva.gov](mailto:townmanager@occoquanva.gov)

With a copy to:

Town Attorney  
Town of Occoquan  
Sands Anderson PC  
10432 Balls Ford Road  
Suite 300  
Manassas, VA 20109  
Email: [mcrim@sandsanderson.com](mailto:mcrim@sandsanderson.com)

If to VISIT:

Visit Occoquan, Inc.  
305 Mill Street  
PO Box 661  
Occoquan, VA 22125  
President or Chairperson, Board of  
Directors  
Email: [info@visitoccoquanva.com](mailto:info@visitoccoquanva.com)

**14. Partial Invalidity**

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.



IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Adam Linn, Town Manager, pursuant to authority heretofore duly granted by the Town Council of the Town of Occoquan; and

VISIT has caused its name to be hereunto subscribed by [Insert Chairperson name], and (if a corporation) has caused its corporate seal to be duly affixed and attested by the chairperson authorized to do so, signifying that it intends to be bound by this Contract.

TOWN OF OCCOQUAN

VISIT OCCOQUAN

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Adam C. Linn, Town Manager

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit 1

### Scope of Work

During the term of this Agreement, VISIT shall use the Town funding, as provided herein, on the following initiatives and Schedule of Deliverables:

1. Tourism:

VISIT will directly assist the Town's Director of Events in their efforts to support tourism and act as liaison between PWC Tourism and the Town of Occoquan.

2. Marketing:

VISIT will actively promote the Town of Occoquan and the NOVA Arts and Cultural District as a desirable place to live, work and visit. Specifically, VISIT will use its best efforts to encourage visitors and residents to shop, dine and utilize the services available from the businesses and property owners in the Business District.

The parties agree that VISIT shall complete the following list of activities **under the supervision of the Town's Director of Events or the Town Manager's designee:**

- i. The creation, marketing, management, and operation of at least two Visitor's Guides per year, including the administration of advertising for the magazine, photo and article generation, and event coverage;
- ii. The development, scheduling, and management of weekly social media including the Visit Occoquan Facebook page posts and FB event creation, Visit Occoquan Instagram posts, highlights, and stories for all festivals, events, and community series managed by the Town;
- iii. The development, maintenance, and promotion of the VisitOccoquanVA.com website, which includes an up-to-date business directory, information and/or links to information on all town events, community series, and festivals and a web-based up-to-date annual community calendar of events that is easily usable by any Occoquan business or organization that wants to list an event;
- iv. Design updates to the Town's OccoquanFestivals.com;
- iv. The development, marketing, and promotion of an e-list notification system of events available by subscription to area residents to be produced at least monthly;
- v. The design and coordination of printing\* of other promotional materials per event as appropriate, such as rack cards, posters, and banners that coincide with the branding determined for each event; and
- vi. The marketing, advertising, management, and operation of any other activities agreed to by both parties during this agreement's term. Additions/changes to regularly scheduled events or proposed additional events will be addressed case-by-case.

\*The Town will set print quantities of materials designed under this Agreement and pay their printing costs separate from this Agreement.

### 3. Schedule of Deliverables:

The Schedule of Deliverables beyond June 30<sup>th</sup>, 2024 will only apply if the Agreement is renewed.

#### *January/February*

- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (minimum of 20 posts each FB and IG)
  - Winter tourism, Valentines
- Design of Peeps rack card, banner
- One marketing email per month
- Website updates as needed

#### *March /April*

- Design of trivia and concert series rack card, posters for park board
- Design of RiverFest rack card, banners
- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (minimum of 20 posts each FB and IG)
  - Spring tourism and Peep Week
  - Begin RiverFest 6-week social media publicity program at least one post per week on each platform
- One marketing email per month
- Visitors Guide, (if 3x a year)
- Website updates as needed

#### *May/June*

- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (a minimum of 30 posts each FB and IG)
  - Continue RiverFest 6-week social media publicity program, with addition of multiple posts, stories, and reels; weekend and post-show coverage, increasing quantity final two weeks
  - Trivia and concert series
- At least one marketing email a month
- Website updates as needed

#### *July/August*

- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (a minimum of 30 posts each FB and IG)
  - Begin Fall Craft Show 6-week social media publicity program at least one post per week on each platform
  - Trivia and concert series

- Discover Occoquan
- Summer tourism
- Design of Fall Craft Show rack card, banners
- Design of Fall event rack card, posters for park board
- At least one marketing email a month
- Visitors Guide, (if 3x a year)
- Website updates as needed

*September/October*

- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (a minimum of 40 posts each FB and IG)
  - Continue Fall Craft Show 6-week social media publicity program with addition of multiple posts, stories, and reels; weekend and post-show coverage, increasing quantity final two weeks
  - Spirits & Spirits
  - Fall Tourism
- Design of HolidayFest rack card, banner
- At least one marketing email a month
- Website updates as needed

*November/December*

- Social media promotional posts that include, FB, FB event creation, IG, & IG stories (a minimum of 40 posts each FB and IG)
  - Holiday tourism
  - HolidayFest
- HolidayFest marketing campaign
- At least one marketing email a month
- Visitors Guide, (if 3x a year)
- Website updates as needed



# TOWN OF OCCOQUAN TOWN COUNCIL MEETING

Agenda Communication

<b>11. Discussion Items</b>	<b>Meeting Date:</b> December 5, 2023
<b>11A: Discussion on Limiting Sales of Certain Products in Town</b>	

**Attachments:**

- a. Quantico Town Ordinance
- b. Chesterfield County Zoning Ordinance

**Submitted by:**

Adam C. Linn  
Town Manager

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**Explanation and Summary:**

Staff received a request from a Council Member about the feasibility and options for limiting the sale of certain products in the Town of Occoquan. The proposed products have either been found by the U.S. Food and Drug Administration (US FDA) to be harmful to the public or have not been evaluated by the FDA. The Town Council is seeking to reduce the risk to public health and safety by potentially limiting the sales of such products in Town.

The Town Attorney will brief Council on the item.

**AT A TOWN COUNCIL MEETING OF THE QUANTICO TOWN COUNCIL, HELD ON February 13, 2020, AT THE LILLIAN CARDEN COMMUNITY CENTER, 222 3<sup>RD</sup> AVENUE, QUANTICO, VIRGINIA: ON A MOTION MADE BY KUHNS, AND SECONDED BY CLINTON, THE FOLLOWING ORDINANCE WAS ADOPTED BY THE FOLLOWING VOTE:**

Otis C. Baker; -AYE  
Earlene Clinton; -AYE  
Tom Davis; -ABSENT  
Russell Kuhns; -AYE  
Robin R. Langham-AYE.

AN ORDINANCE TO AMEND CHAPTER 110 OF THE TOWN OF QUANTICO CODE OF ORDINANCES TO ADD A NEW ARTICLE XII – ENTITLED “VAPE SHOPS”

WHEREAS, Section 3 of the Town Charter provides the Mayor and Council of the Town of Quantico, Virginia with the authority to pass and enforce ordinances that it may deem necessary to preserve the health, safety and welfare of the citizens of the Town; and

WHEREAS, many of the electronic cigarettes and vapor products that are sold today have not been reviewed by the Federal Drug Administration to determine if they are appropriate for the public health; and

WHEREAS, in light of increasing reports of e-cigarette-associated lung illnesses across the country, the American Medical Association has urged the public to avoid the use of e-cigarette products until health officials further investigate and understand the cause of these illnesses; recommends anyone who has recently used e-cigarette products to seek medical care promptly if they experience any adverse health effects, particularly coughing, shortness of breath or chest pain; and calls on physicians to make sure their patients are aware of the dangers of e-cigarettes, including toxins and carcinogens, and swiftly report any suspected cases of lung illness associated with e-cigarette use to their state or local health department.

WHEREAS, the American Medical Association recognizes that the use of e-cigarettes and vaping is an urgent public health epidemic that must be addressed; and

WHEREAS, the Town Council desires to amend the Code of Ordinances Chapter 110 in order to add regulations for vape shops, and the sale of vape related products, and e-cigarettes; and

WHEREAS, the Town Council held a joint public hearing with the planning commission regarding the proposed amendment pursuant to Section 110-272 of the town code; and

WHEREAS, prior to conducting the joint public hearing the Town Council provided notice of the public hearing as required by law.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Quantico on this 13 day of FEBRUARY, 2020, that the Town of Quantico Code of Ordinances, be and it hereby is amended as follows:

## ARTICLE XII. – VAPE SHOPS

### Sec. 110-600. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alternative nicotine products* means any products or devices that employ an electronic heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means to produce a vapor that delivers nicotine to the person inhaling from the device, including electronic cigarettes, electronic cigars, electronic hookahs, electronic bongos and electronic pipes, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, or electronic pipe.

*Ancillary sale* mean where a grocery store, supermarket, convenience store or similar market uses no more than two percent of its gross floor area, or 20 square feet, whichever is less, for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes or tobacco.

*E-cigarette or Electronic cigarette* means any electronically actuated device or inhaler meant to simulate cigarette smoking that uses a heating element to vaporize a liquid solution, popularly referred to as “vape juice,” and that causes the user to exhale any smoke, vapor, or substance other than that produced by unenhanced human exhalation. The vape juice used in e-cigarettes typically contains nicotine, and for this reason e-cigarettes and their vape juice can be classified as both tobacco products, vape related products and tobacco paraphernalia.

*Tobacco Paraphernalia* means any paraphernalia, equipment, device, or instrument that is designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in the Code of Virginia.

*Tobacco product or tobacco related product* means any product in leaf, flake, plug, liquid, vape juice or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. For the purposes of this chapter, the term “tobacco product” excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

*Vape or Vape juice* means any liquid that contains compounds containing pharmaceutical grade vegetable glycerin, propylene glycol, nicotine, food grade flavoring, and water, and can be used for vaping by means of an alternative nicotine product.

*Vapor products or Vape related products* means any non-combustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, that can be used to produce vapor intended for human consumption including, but not

limited to, any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape, vape pen, vaporizer or similar product or device and any container containing a consumable material that has been manufactured to be used with or in a vape, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, vaporizer or similar product or device.

*Vape shop* means any premises with more than an incidental or ancillary display, whose principal business is the sale, distribution, delivery, offering, furnishing, or marketing of alternative nicotine, alternative nicotine delivery products, vapes, vapor products, e-cigarette, vape juice, single cigarette tobacco, tobacco products, or tobacco paraphernalia including smoke shops, and tobacco shops. For the purposes of this section principal business means that alternative nicotine products, vape juice, or both constitute at least twenty-five percent of the business's aggregate retail sales, or more than twenty-five percent of the floor area of a business building is devoted to the sale or advertisement for sale of vape or vape-related products, or if the word "vape" or "smoke" are in the name of the business.

#### Sec. 110-601. – Required Criteria

(a) Notwithstanding any other provision of this code, vape shops can only be a permitted use only in the BUSINESS zoning district (B1), and must comply with the criteria provided herein:

1. Vape shops shall not be located within 1,000 feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, or other similar uses where children regularly gather. All measurements shall be made on the official tax maps, measuring from the above-mentioned locations to the nearest point on the lot line of the parcel on which the vape shop is located.
2. Vape shops shall not be located within 1,000 feet, measured property line to property line, from another vape shop and tobacco store.
3. No vape shop shall permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any vape shop and tobacco store.
4. Vape shops shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the vape shop. It shall be unlawful for a vape shop or business offering vape related products, and tobacco paraphernalia to fail to display and maintain, or fail to cause to be displayed or maintained, such signage.
5. No vape shop shall display tobacco paraphernalia in a manner that is in plain view from the street or sidewalk
6. No smoking, inhaling or ingestion of tobacco products or vape related products shall be permitted on the premises of the vape shop at any time.
7. No sales of tobacco products and vape related products may be offered, made, solicited or conducted on the premises of the vape shop by minors.



7. No sales of tobacco products and vape related products may be offered, made, solicited or conducted on the premises of the vape shop by minors.

8. No self-service of tobacco products, vape related products, or tobacco paraphernalia displays shall be permitted on the premises of the vape shop.

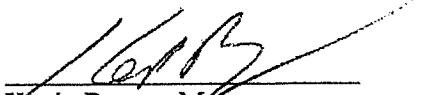
9. No retailer, retail establishment, or other person or entity shall sell or distribute or cause to be sold or distributed any electronic cigarettes, vape juice or vapor products in the town.

Sec. 110-602. - Licensing requirements.

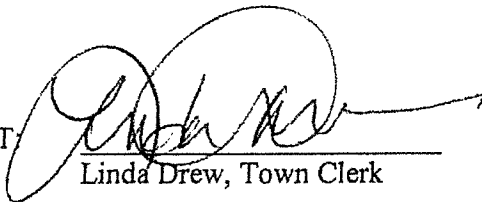
1. The vape shop must obtain a business license from the town in accordance with the town code.
2. The certificate of occupancy for a vape shop shall be obtained in accordance with Sec. 110-8 of the town code.
3. The business license shall not be issued until the vape shops satisfies the criteria in Section 110-601.
4. The vape shop must obtain approval from any and all applicable state agencies.

ADOPTED THIS 13 DAY OF February, 2020

By Order of the Quantico Town Council:

  
\_\_\_\_\_  
Kevin Brown, Mayor

ATTEST:

  
\_\_\_\_\_  
Linda Drew, Town Clerk

**AT A TOWN COUNCIL MEETING OF THE QUANTICO TOWN COUNCIL, HELD ON SEPTEMBER 10, 2020, AT THE LILLIAN CARDEN COMMUNITY CENTER, 222 3<sup>RD</sup> AVENUE, QUANTICO, VIRGINIA: ON A MOTION MADE BY CLINTON, AND SECONDED BY LANGHAM, THE FOLLOWING ORDINANCE WAS ADOPTED BY THE FOLLOWING VOTE:**

Earlene Clinton; Aye  
Sammoto Y. Dabney; Aye  
Russell Kuhns; Aye  
Robin R. Langham; Aye  
Alice C. Toner Aye

**AN ORDINANCE AMENDING CHAPTER 78 OF THE QUANTICO CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR USE AND RENTAL OF MOTORIZED SKATEBOARDS OR SCOOTERS, BICYCLES, OR ELECTRIC POWER-ASSISTED BICYCLES FOR HIRE.**

WHEREAS, the Town of Quantico (the “Town”) is proactive in welcoming new models of transportation within the marketplace, while creating policies to limit their potentially negative impacts, in order to continue the Town’s responsible stewardship of the public right-of-way, as well as provide thoughtful response and adaptation to the transportation needs of the community; and

WHEREAS, the emergence of e-bikes, e-scooters, and shared mobility devices (SMDs) has created a new challenge for local governments; and

WHEREAS, the purpose of this ordinance is to establish rules and regulations governing the operation of motorized skateboards or scooters, bicycles, or electric power-assisted bicycles for hire within the Town and to ensure that such mobility sharing devices and systems are consistent with the safety and well-being of citizens, and other users of the public rights-of-way in the Town; and

WHEREAS, Virginia law prohibits the use of town streets in a manner not permitted to the general public, without first obtaining permission from the Town’s governing body. See Virginia Code § 15.2-2015; and

WHEREAS, pursuant to Virginia Code §§ 15.2-2015 and 46.2-1315 this ordinance applies to any proposed deployment of motorized skateboards or scooters, bicycles, or electric power-assisted bicycles for hire within the Town’s jurisdictional boundaries,

NOW, THEREFORE, BE IT ORDAINED, on this 10 day of September, 2020, by the Council of the Town of Quantico, Virginia that Article III is hereby added to Chapter 78 of the Town of Quantico Code of Ordinances, to read as follows:

**ARTICLE III. REGULATION OF MOTORIZED SKATEBOARDS OR SCOOTERS, BICYCLES, OR ELECTRIC POWER-ASSISTED BICYCLES FOR HIRE.**

#### Section 78-60. - Policy Statement and Purpose

The purposes of this Article are (1) to establish rules and regulations governing the operation of Shared Mobility Systems within the Town to protect the health, safety, and welfare of the citizens of the Town and the general public, and (2) to gather data relating to the risks associated with Shared Mobility Systems, as defined herein. These provisions apply to any deployment of Shared Mobility Systems, including direct rental or similar programs, within the Town's jurisdictional boundaries or on Town-owned property outside its boundaries.

#### Section 78-61. - Definitions

“Electric power-assisted bicycle” means a vehicle that travels on not more than three wheels in contact with the ground and is equipped with (i) pedals that allow propulsion by human power and (ii) an electric motor with an input of no more than 1,000 watts that reduces the pedal effort required of the rider and ceases to provide assistance when the bicycle reaches a speed of no more than 20 miles per hour, and includes docked and dockless electric power-assisted bicycles.

“Geo-fencing” means a virtual perimeter that operates with a Device’s onboard GPS to authorize parking of the Device, to prevent or limit operation of the Device, and/or to provide an alert notice to the Licensee or Customer, whenever the Device crosses the perimeter.

“Shared mobility device” and “Device” means motorized skateboards or scooters, bicycles, or electric power-assisted bicycles which are offered by the owner thereof for rent to the public for a fee.

“Shared Mobility System” means Devices that are available to, and shared by, users who can access the Devices on an as-needed basis for a fee.

“Motorized skateboard or scooter” means every vehicle, regardless of the number of its wheels in contact with the ground, that (i) is designed to allow an operator to sit or stand, (ii) has no manufacturer-issued vehicle identification number, (iii) is powered in whole or in part by an electric motor, (iv) weighs less than 100 pounds, and (iv) has a speed of no more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Motorized skateboard or scooter" includes docked and dockless electric stand-up scooters (e-scooters) and gas-powered scooters, but does not include "electric personal assistive mobility devices."

“License” means authorization issued by the Town to operate a Shared Mobility System under this Article.

“Licensee” means a person or entity who receives a License issued by the Town to operate a Shared Mobility System under this Article in order to offer the use and/or rental of Devices for a fee.

Sec. 78-62. - License Requirements for Licensees of Motorized Skateboards or Scooters, Bicycles, or Electric Power-Assisted Bicycles for Hire.

- (a) Any person or entity seeking to operate a Shared Mobility System within the Town shall first obtain a License from the Town, conditioned on compliance with this ordinance. The Licensee will be required to obtain a business license and will be responsible for all applicable local fees and taxes.
- (b) The person or entity shall provide a copy of their Virginia Business License and Virginia Certificate of Good Standing.
- (c) Each person or entity shall pay a single up-front flat fee of \$5,000 upon submittal of their License Application for each fleet of Devices.
- (d) No person or entity shall operate a Shared Mobility System within the Town without a License. Any person or entity who operates a Shared Mobility System without a License shall be subject to a civil penalty of one thousand dollars (\$1000.00) for each violation. Each day of violation shall constitute a separate offense.
- (e) The Mayor may revoke any License without prior notice for failure to comply with this ordinance.
- (f) Any person or entity whose License application has been denied, or whose License has been revoked or terminated, may file an appeal by submitting a written statement to the Town Clerk within ten business days of the denial or revocation. The written statement shall describe the basis of the appeal. The Town Council shall issue a final decision on the appeal within thirty business days. Any Licensee whose License has been revoked may not apply for another License within six months and the Licensee must remove all shared mobility devices from any public place in the Town within 48 hours of receiving the notice of revocation.
- (g) The Licensee shall maintain a \$5,000 surety bond which the Town may use to pay costs related to removing and storing devices that do not comply with these License requirements, if such costs are not borne by Licensee.

Sec. 78-63. - Transfer of Licenses.

No Licensee may transfer any License without the advance written consent of the Town Manager. The Town Manager may deny a transfer of a License if the transferee has violated a License or violated a similar ordinance in another locality, or if the transferee does not have proof of proper insurance coverage. A transferee shall accept responsibility for all outstanding violations, removal and storage fees for removed Devices, bonds, and Operating Conditions applicable to the transferring Licensee.

Sec. 78-64.- Device Equipment Requirements.

- (a) All Devices must meet the standards established in the Code of Virginia, including lighting during operation in darkness.

- (b) All Devices shall meet the safety standards established in the Code of Virginia requiring both headlight and taillight.
- (c) An operator identifier must be permanently affixed to each Device.
- (d) All Devices must be equipped with hardware that allow the Licensee to render by remote means a device inoperable if it has been reported to Licensee as being damaged or defective.
- (e) Licensee shall establish service area boundaries to designate areas of device deployment.
- (f) All Devices shall be equipped with an on-board GPS capable of providing real-time location and limiting operation of the Device through Geo-fencing.

Sec. 78-65. - Device Operations

- (a) Each License shall designate the specific number of Devices that the Licensee may deploy in the Town.
- (b) The Mayor reserves the right to order the removal of all abandoned or discarded devices in the Town. If not removed in a timely fashion, the Town may use a towing company to remove the Devices. The Licensee will then be responsible for paying the towing service a reasonable fee for each Device removed as well as any storage fees.
- (c) Licensees must be aware of and plan for Town, providing additional staffing, rider education/awareness, and temporary no-ride and no-park zones as necessary.
- (d) Licensees shall provide administrative access for Town officials to relocate Devices that are blocking the public right-of-way or creating obstacles for vehicles or pedestrians.
- (e) No person shall use a Device on any town sidewalk.
- (f) No person shall park a Device in a manner that impedes the normal movement of pedestrian or other traffic or where such parking is prohibited by official traffic control devices.
- (g) No person shall operate a Device at a speed faster than 20 miles per hour.
- (h) Every person fourteen (14) years or younger shall be required to wear a protective helmet which meets the standards promulgated by the Consumer Product Safety Commission Standards whenever riding or being carried on a Device within the Town.
- (i) It shall be unlawful for any person to operate a Device on the highways in the Town while using earphones on or in both ears. For the purposes of this Section, "earphones" shall mean any device worn on or in both ears that converts electrical energy to sound waves or which impairs or hinders the person's ability to hear, but shall not include any prosthetic device that aids the hard of hearing.

Sec. 78-66. - Safe Riding and Parking Requirements for Devices

- (a) Devices must be parked upright on hard surfaces in a manner that does not obstruct or impede the public right of way.
- (b) Licensees must direct Device users to designated parking areas. Device users are not allowed to sign out of their Devices unless parked in a designated area.

- (c) Devices are to be parked in such a manner as to provide a 4-foot pedestrian clear zone area in the sidewalk.
- (d) Devices cannot be parked in such a manner as to impede or interfere with any fire hydrant, call box, or other emergency facility; bus bench; utility pole or box; or the reasonable use of any commercial window display, or access to or from any building.
- (e) Devices cannot be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- (f) The Town Council reserves the right to determine certain areas where parking is permitted or prohibited. The Town will apply visible markings to identify the areas where Devices may be parked.
- (g) Devices cannot be parked adjacent to or within:
  - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - ii. Loading zones;
  - iii. Disabled parking zones;
  - iv. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
  - v. Curb ramps; or
  - vi. Driveways.
- (h) To the extent a Licensee desires to park Devices on Town property other than the public right-of-way (e.g., parks, plazas, parking lots, transit stations, or private property), the Licensee must first obtain the right to do so from Town Council.
- (i) Licensees shall stop placing Devices, or allowing contractors to place Devices in front of any address provided by the Town, and shall remove the devices within 48 hours of notice.
- (j) Licensees shall comply with the Town's restrictions regarding riding/parking/locking Devices in specified areas of the Town where the Devices cannot be safely operated.
- (k) Any Device found to be in violation of this section is subject to removal by the Town; the Licensee must pay thirty-five dollars (\$35.00) for each Device removed and five dollars (\$5.00) per day of storage, including the day of removal and the day of release from storage. The Town shall provide notice of removal within twenty-four (24) hours of removal.
- (l) Operating Devices while texting or while under the influence of alcohol or other intoxicants is prohibited.
- (m) As part of renting a Device, Licensees must require Device users to acknowledge and accept the Town's operational and parking rules.

#### Sec. 78-67. Customer Service

- (a) Licensees must provide easily visible contact information, including a toll-free phone number and e-mail address, on each Device for Town employees and members of the public to make relocation requests or to report other issues with devices.
- (b) Licensees must maintain a local Licensee representative and provide a direct point of contact to the Town and its residents.

- (c) Licensees shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. This phone number and its website shall be provided on every Device that is in service in the Town.
- (d) Upon notification that Devices are improperly parked or left unattended on any sidewalk, street, or public right-of-way under the jurisdiction of the Town, the Licensee must remove the Devices within two hours.
- (e) Licensees shall provide all riders of Devices with a mechanism to report safety or maintenance issues.
- (f) In the event that a safety or maintenance issue is reported for a Device, the Device shall immediately be de-activated and shall be removed immediately. Any inoperable or unsafe Device shall be repaired before it is put back into service.

Sec. 78-68. - Data Sharing.

Without prejudice to a Licensee's rights to, and interest in, its commercially privileged and sensitive information, Licensees agree to provide the Town the following types of data in a monthly report: total active customers, number of trips in the Town each month, average trip duration times, number of devices in service, GPS tracking data for every trip route, crashes (giving time, date, and location), injuries, and complaints. The specific data to be provided by the Licensee will be stated in the License.

Sec. 78-69. - Insurance.

The Licensee will be required to purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits:

- (a) Workers' Compensation - Statutory requirements. This policy shall specifically list Virginia as a covered state.
- (b) Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- (c) Commercial General Liability - \$1,000,000 per occurrence. The Town and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
- (d) Automobile Liability-\$1,000,000 per occurrence.
- (e) All insurance coverage:
  - i. shall be issued by a licensed insurance carrier authorized to do business within the Commonwealth of Virginia and otherwise acceptable to the Town;
  - ii. shall be kept in full force and effect during the life of the License; and
  - iii. prior to operating a Shared Mobility System, the Licensee shall (i) have all required insurance coverage in effect; (ii) the Licensee shall deliver to the Town the certificates of insurance for required insurance coverage, or other evidence satisfactory to the Town in its sole discretion.
- (f) Nothing contained within this ordinance shall waive the Town's sovereign immunity under law.

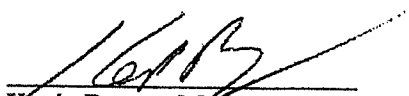
- (g) The Town reserves the right, but not the obligation, to revise any insurance requirement as may be necessary for the best interests of the Town, including, but not limited to, limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the Town reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.
- (h) Compliance with insurance requirements shall not relieve the Licensee of any responsibility to indemnify the Town for any liability to the Town, as specified in any other provision of this ordinance, and the Town shall be entitled to pursue any remedy in law or equity if the Licensee fails to comply with this ordinance. Indemnity obligations specified elsewhere in this ordinance shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured. Licensee explicitly acknowledges and understands that it assumes the risk of placing its Devices on Town property and that the Town will not be responsible for any damages to such Devices arising from their presence on Town property.

Sec. 78-80. - Civil penalties.

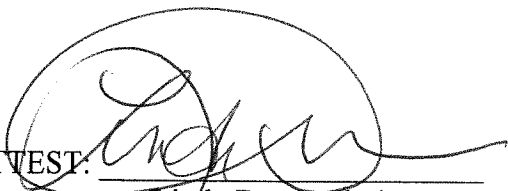
- (a) Any person violating this article shall be liable to the town for a civil penalty of twenty-five dollars (\$25.00), unless otherwise specified herein.
- (b) Any ticket for a violation of this article, shall inform the violator that he or she may avoid a trial by paying this penalty to the Town by mail or in person at the office of the director of finance within fourteen (14) calendar days following the date of the ticket. If a person charged with a violation does not elect to pay the civil penalty within fourteen (14) calendar days, the violation shall be tried in the general district court in the same manner and with the same right of appeal as provided for by law. A finding of liability shall not be deemed a criminal conviction for any purpose.

By Order of the Town Council of the  
Town of Quantico, Virginia

BY:

  
Kevin Brown, Mayor

ATTEST:

  
Linda Drew, Clerk





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: April 26, 2023**

**Item Number: 16.A.**

**Subject:**

To Consider Code Amendments Relative to Recreational Substances

**Board Action Requested:**

Hold public hearing and approve zoning ordinance amendment.

**Summary of Information:**

The currently adopted zoning ordinance does not enumerate uses pertaining to recreational substances. This ordinance would amend and reenact section 19.1-570 of the zoning ordinance to add definitions for Recreational Substances; Recreational Substances, Retail, Off-site Use; and Recreational Substances, Retail, On-Site Use. The definitions identify certain vaping, tobacco, nicotine, hemp, and kratom products, and related devices and accessories as recreational substances, for businesses selling such substances establish 25% inventory and 15% shelf display thresholds as recreational substance retail, off-site use and identify those businesses that allow the on-site use of recreational substances as Recreational Substances, Retail, On-Site Use.

The proposal would also amend and reenact section 19.1-52 to update the Use Table to include Recreational Substances, Retail, Off-site Use and Recreational Substances, Retail, On-Site Use; and to add special limitations for Recreational Substances, Retail to include a 2,000 ft. spacing requirement from schools and other recreational substances retailers and hours of operation. These amendments would make Recreational Substances, Retail, On-Site Use available by Conditional Use if approved by the Board of Supervisors within the C-3, C-4, and C-5 zoning districts and would make Recreational Substances, Retail, Off-site Use available via Conditional Use within C-5 zoning districts.

The Planning Commission held a public hearing on Tuesday, March 21, 2023 and voted to forward a recommendation of approval to the Board of Supervisors.

**Attachments:**

1. Recreational Substances Ordinance Amendment\_BOS\_230426

Preparer: Brett Meadows, Senior Planner

Approved By:

A handwritten signature in black ink, appearing to be "Brett Meadows", is written over a horizontal line.



AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING AND REENACTING SECTIONS 19.1-52 AND 19.1-570 OF THE ZONING ORDINANCE RELATIVE TO RECREATIONAL SUBSTANCES

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Sections 19.1-52 and 19.1-570 of the Code of the County of Chesterfield, 1997, as amended, are amended and re-enacted, to read as follows:

Chapter 19.1

ZONING

OOO

**Sec. 19.1-52. Uses Generally.**

OOO

D. **Special Limitations for Specific Uses.** The following uses shall be subject to the limitations as specified:

OOO

5. **Recreational Substances, Retail.** Unless modified or otherwise conditioned by the Board of Supervisors at the time of zoning approval, Recreational Substances uses (both Retail, Off-Site and Retail, On-Site) shall be subject to the following limitations and requirements:

- a. Must be located at least 2,000 linear feet from the property line of any public or private school (pre-K through Grade 12);
- b. Must be located at least 2,000 linear feet from the property line of an existing Recreational Substances use (both Retail, Off-Site and Retail, On-Site); and
- c. Hours of operation shall be limited to 8am to 8pm, Monday through Sunday.

Use	P = Permitted by Right      R and RS = Permitted with Restrictions      A = Accessory C = Conditional Use      S = Special Exception      M = Manufactured Home Permit																	
	Zoning Districts																	
	R-7 thru 88	R-C	R-TH	R-MF	MH-1	MH-2	MH-3	A	O-1	O-2	C-1	C-2	C-3	C-4	C-5	I-1	I-2	I-3
<u>Recreational Substances</u>																		
<u>Retail, off site use</u>													C	C	C			
<u>Retail, on-site use</u>															C			

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**Sec. 19.1-570. Definitions.**

For the purposes of this chapter, the following words and phrases shall have the following meanings:

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**Recreational Substances:** Recreational Substances includes the following:

- Any product made of tobacco including cigarettes, cigars, smokeless tobacco, and pipe tobacco.
- Any noncombustible product containing nicotine or vaping fluid that employs a heating element, power source, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other form.
- Any product, including any raw materials from hemp that are used for or added to a food or beverage product, that contains hemp and has completed all stages of processing needed for the product.
- Kratom, and any product including any raw materials from Kratom that are used for or added to a food or beverage product, that contains Kratom and has completed all stages of processing needed for the product
- Any pipe, vaporizer, other type of device, wrappings, or accessories associated with the consumption or inhalation of the abovementioned substances and materials.

**Recreational Substances, Retail, Off-Site Use:** Any establishment, facility, or location whose business operation involves (i) the retail sale of Recreational Substances and (ii) includes Recreational Substances as 25% or more of its total inventory or 15% or more of its total display shelf area.

**Recreational Substances, Retail, On-Site Use:** Any establishment, facility, or location whose business operation allows the on-site use of Recreational Substances.

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*(2) That this ordinance shall become effective immediately after adoption.*

1937:127463.1