



TOWN OF OCCOQUAN

Circa 1734 | Chartered 1804 | Incorporated 1874

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

Occoquan Town Council Town Council Meeting February 6, 2024 | 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 Accept January 16, 2024, Town Council Meeting Minutes
 - b. Request to Execute Mill House Museum Lease
 - c. Request to Appoint Jason Forman as Coordinator of Emergency Management
 - d. Request to Accept Department of Environmental Quality 2022 American Rescue Plan Act Grant
 - e. Request to Approve Contract for 2024 Town Festival Shuttle Services
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. **Regular Business**
 - a. Request to Use SLFRF Funds to Pay for FY 2024 Government Operations
 - b. Request to Refer Zoning Review to the Planning Commission
 - c. Request to Set a Date to Hear Appeal of Architectural Review Board Denial of Certificate of Appropriateness ARB2023-004
10. **Discussion Items**
 - a. Discussion on County Response to False Alarms within the Town
 - b. Discussion on River Mill Park Drainage
 - c. Strategic Framework and FY2025 Budget Process Overview
11. **Closed Session**
12. **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.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

4. Consent Agenda	Meeting Date: February 6, 2024
Request to Approve Consent Agenda	

Attachments: See below

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to approve the consent agenda:

- a. Request to Approve January 16, 2024, Town Council Meeting Minutes
- b. Request to Execute Mill House Museum Lease
- c. Request to Appoint Jason Forman as Coordinator of Emergency Management
- d. Request to Accept Department of Environmental Quality 2022 American Rescue Plan Act grant
- e. Request to Approve Contract for 2024 Town Festival Shuttle Services

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, January 16, 2024
7:00 p.m.

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

Absent: None

Staff: Adam Linn, Town Manager / Chief of Police; Matt Whitmoyer, Deputy Town Manager; Julie Little, Events Director; Jason Forman, Deputy Chief of Police; Asma Rupani, Town Treasurer; Bruce Reese, Town Engineer (remote); Pamela O'Berry, Town Attorney (remote)

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Mayor Porta noted that Pamela O'Berry is standing in for the Town Attorney Martin Crim who had a scheduling conflict.

3. CITIZENS' TIME

No one spoke during citizens' time.

Mr. Linn introduced the new Town Treasurer Asma Rupani to the Council.

Mayor Porta noted that on the Consent Agenda item 4d, the Request to Adopt Ordinance to Amend Title III of the Town Code, is being removed from the Consent Agenda and placed under Regular Business since additional edits were proposed by the Town Attorney before consideration of the Council. The item will be moved under Regular Business.

4. CONSENT AGENDA

- a. December 5, 2023, Meeting Minutes**
- b. Request to Reappoint Ann Kisling to the Planning Commission**
- c. Request to Accept VTC Grant**

Councilmember Perkins moved to approve the Consent Agenda. Councilmember Fithian seconded. Motion passed unanimously by voice vote.

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

Mayor Porta noted that there was a significant drop in the cash balances compared to last year of over \$300,000 and noted that this is from paying for dredging services that have not yet been reimbursed from grant funds.

Mrs. Quist noted that was correct and that there was also \$140,000 in undeposited funds as well.

Mayor Porta noted that if straight lining the budget through November, we should expect to see around 40% to 45% of the budget having been spent at this time, which appears to be the case except for some budget categories where the costs tend to be incurred early in the fiscal year.

6. MAYOR'S REPORT

Mayor Porta reported the following:

- On December 7th, he attended the Menorah Lighting in River Mill Park hosted by the Chabad Lubavitch of Greater Manassas & Gainesville.
- On December 11th, he attended the Volunteer Appreciation event at Madigan's.
- On December 13th, he provided a tour to a visiting tour company brought in by the County's Tourism Board.
- On December 13th, he chaired the Riverwalk Expansion Special Committee meeting.
- On December 28th, Sarah Burzio accompanied him and a photographer from the Washington Post to various locations in Town for an article.
- On January 10th, he attended the Institute for Defense and Business Executive Fellows Induction Ceremonial at the Army and Navy Club in Washington DC.
- On January 13th, he attended a hike sponsored with Supervisor Boddye at a new passive recreation area off of Davis Ford Road.

Mayor Porta complimented the staff on the new entrance way signage. He also complimented the Town Manager on the Administrative Report, especially on the Strategic Framework Section.

7. COUNCILMEMBER REPORTS

Councilmember Perkins noted that he attended the Volunteer Appreciation Party at Madigan's and was part of the Riverwalk Expansion Special Committee.

Councilmember Freeborne Brinton noted that she liked the new format of the Administrative Report.

Vice Mayor Loges noted that she has been working on the new Town Seal design process with Town Staff.

Councilmember Fithian noted the success of the Tree Lighting and HolidayFest events and thanked Town Staff on their efforts.

8. BOARDS AND COMMISSIONS

Councilmember Daubresse reported that the Architectural Review Board (ARB) met on December 12th and had one agenda item with the applicant not showing up to the meeting.

Councilmember Perkins reported that the Planning Commission met on December 12th. He noted that

the Planning Commission is still continuing to work on their strategic planning.

9. ADMINISTRATIVE REPORTS

a. Administrative Report

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

Mayor Porta asked staff to follow up with the resident who made suggestions on the stop sign issues at the intersection of Mill Street and Ellicott Street.

Mayor Porta mentioned his appreciation that public works was planning on installing a brace for the mill stone located near the footbridge and the Mill House Museum. Mayor Porta noted that the mill stone was donated to the Town and he did not want to see it damaged.

Councilmember Freeborne Brinton asked about updates on the status of the Mill at Occoquan project.

Mr. Linn replied that the most recent information from the developer is that within 45 days he will begin demolition of the site, but staff hasn't received any permits or any other information.

Mr. Whitmoyer reported to the Council that before the Council meeting this evening there was the Quarterly Business Partnership meeting that was hosted for the first time by Visit Occoquan instead of the Occoquan Business Partners. The meeting consisted of Town reports, Visit Occoquan/ Business reports, and Public Safety Reports.

b. Town Attorney Report

Ms. O'Berry noted that there will be a Local Government Day on February 1st at the Richmond Marriot Hotel for any Council Member interested in attending.

10. REGULAR BUSINESS

a. Request to Approve New Town Seal

Vice Mayor Loges noted that at the last Council Meeting the Council discussed how crowdSPRING, LLC works. A questionnaire was sent to the Council asking what they were envisioning in a new Town Seal. The overall objective was to create a Town Seal that more fully represents the town's history's important features. The current Town Seal was designed in the 1980s and depicts an unhistorical Native American of western plains origins.

Four designs were chosen to go forward to Council. The Council discussed the four designs.

Vice Mayor Loges moved to select Option #24 and adopt it as the Town Seal of Occoquan. Councilmember Fithian seconded. Motion passed unanimously by voice vote.

b. Request to Adopt Ordinance to Amend Title III of the Town Code

Mr. Linn noted that after talking to the Town Attorney Mr. Crim, it was decided to change Section 34.10 (regarding the Fire Marshall) by removing the proposed language and keeping the language authorizing the Town Manager to appoint a Fire Marshall. Additionally, Section 34.30 (regarding Emergency Management) was changed so that when a local emergency is declared, the Chief of Police may act in accordance with the State Code and Local Policy, and when not declared, the Town

Manager is empowered with the relevant authority.

Vice Mayor Loges moved to adopt Ordinance O-2024-01 to amend Title III of the Town Code as presented. Councilmember Freeborne Brinton seconded. The motion passed unanimously by roll call vote.

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

Nays: None

11. DISCUSSION ITEMS

a. HolidayFest Recap and Look Ahead

Ms. Little provided a HolidayFest Report as part of the agenda packet.

Mayor Porta noted that the only labor costs being shown is the on-call labor. He suggested showing the working hours of the Town Staff and Police during events to get a better idea of the true costs and the extra hours worked by staff.

Council discussed how to proceed with HolidayFest in the future based on feedback from the vendors from the previous show.

b. Discussion on SLFRF Funding

Mr. Linn noted that staff is looking for Council guidance on streamlining the use of the SLFRF funding and reporting. The Town received \$949,560 of Coronavirus State and Local Fiscal Recovery Funds. The first amount was received in June of 2021 and the second amount was received in June 2022. In February 2022 staff briefed Council on the SLFRF Funds and presented potential projects with cost estimates. A public hearing was held in March 2022 and in April 2022 staff presented a revised potential project list and the Council directed staff to develop a spending plan. In June 2022, staff presented the draft spending plan on four spending areas. At the July 2022 meeting, Council approved the SLFRF Spending Plan. Since that time many projects have been modified, deleted, or delayed. It was noted that if the SLFRF funding is under \$10 million then the funds can be used for government operating costs. Staff advised they had researched what other towns and cities have done. Council members discussed the use of the remaining funds to reimburse the FY24 operating budget and then use the budgeted operating revenues for CIP in the future.

Council directed staff to come back at another Council Meeting to finalize approving that plan for the SLFRF Funds.

c. Discussion on Mill House Museum Lease and Status of Structure

Mr. Linn noted that the prior lease for the Occoquan Historical Society expired in February of 2023. Staff is looking for Council direction on moving forward with renewing a standard five-year lease and the same terms as the previous lease. The museum is in need of repairs, specifically the windows need to be replaced and there are potential issues with the roof.

Mayor Porta, as Treasurer of the Occoquan Historical Society, recused himself from leading the discussion (staying to answer questions as needed) and delegated that to the Vice Mayor.

Ms. Vitter, the acting manager of the museum, then spoke about dry rot on the windows and doorway. The roof is currently settling, but she did not believe it needs repair at this time.

Council directed staff to keep the same lease terms for the Occoquan Historical Society.

12. ADJOURNMENT

The meeting was adjourned at 8:40 p.m.

Philip Auville, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

4. Consent Agenda	Meeting Date: February 6, 2024
4B: Request to Approve Mill House Museum Lease	

Attachments: a. Draft Lease – 413 Mill Street

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to approve a lease with Occoquan Historical Society for the lease of the town-owned building located at 413 Mill Street, which is currently operated as the Mill House Museum by the Occoquan Historical Society. This is a five-year lease.

Staff Recommendation: Recommend approval.

Cost and Financing: \$1.00 Annual Lease Cost

Account Number: N/A

Proposed/Suggested Motion:

“I move to approve the lease with the Occoquan Historical Society for lease of the town owned building located at 413 Mill Street, and authorize the Town Manager to execute the said lease.”

OR

Other action Council deems appropriate.

LEASE

THIS LEASE (Lease), made this 16th day of February, 2024, by and between the **Town of Occoquan**, hereinafter referred to as "Landlord" and the **Occoquan Historical Society, Inc.**, herein after referred to as "Tenant" (Landlord and Tenant are each a "Party" and are collectively referred to herein as the "Parties").

WITNESSETH:

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

One-story masonry building located at 413 Mill Street, Occoquan, VA 22125, together with one employee reserved paved parking space.

for a term of five (5) years, unless terminated as hereinafter provided, beginning on February 16, 2024, and ending on February 15, 2029 for a rent of \$1.00 (ONE DOLLAR) per year, and other consideration the sufficiency of which is hereby acknowledged, payable to Landlord, or Landlord's designated agent, Town of Occoquan, Occoquan Town Hall, P.O. Box 195, 314 Mill Street, Occoquan, VA 22125, in advance and without notice. Payments shall include payments of taxes to the aforementioned Premises.

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

1. USE OF PREMISES

a. The Premises are being leased for lawful business purposes as a museum only, and any other use must be specifically approved by the Landlord in its sole discretion. Tenant will comply with any and all laws, ordinances, orders, and regulations of any governmental authority that are applicable to its use of the premises.

b. Tenant shall not subject the premises or any part of premises to a lien, encumbrance, forfeiture, or mortgage by action or inaction. Tenant agrees to indemnify Landlord from and against any and all such liability, loss, cost, and expense, including attorney fees in collection of such amounts, which the Landlord sustains or incurs by reason of any such lien, encumbrance, forfeiture, or mortgage.

c. Tenant agrees to keep the premises in a strictly decent, safe, and sanitary condition.

d. Tenant agrees not to alter the unit in any way without the prior written approval of the Landlord. Any alterations to the unit without the prior written approval of the Landlord shall be wanton waste, for which the Landlord may recover treble damages. The preceding sentences notwithstanding, Tenant shall be free to move display cases and associated interior exhibit items and structures and display the contents of the museum as it sees fit, provided such actions do not otherwise violate the terms of this Lease.

e. Tenant agrees to not assign or sublet the unit. Any assignment or sublease of the unit shall automatically terminate this Lease.

f. Tenant agrees to pay all of Landlord's costs and expenses, including reasonable attorney fees, incurred, or expended by Landlord in enforcing any provision of this agreement.

g. Tenant shall promptly pay the costs of security, telephone service, and other utilities serving the premises.

h. Tenant shall not keep or harbor any animals, wild or domesticated, on the premises without the express written consent of the Landlord.

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

j. Tenant shall not permit the storage or discharge into the earth or its atmosphere of effluents, waste, or other materials, solid, liquid, or gaseous. No waste or other materials shall be disposed of by Tenant in any way or manner which would or will in the future cause the Tenant and/or Landlord to be liable for fines and penalties under the laws or rules currently in effect (Federal, state and/or municipal) or to incur expenses of any sort to correct any such condition. Tenant shall indemnify and hold Landlord harmless from and against any claims, fines, penalties, or causes of action arising out of Tenant's failure to comply with the provisions of this section.

2. INSURANCE

a. Landlord shall procure and maintain all insurance which it deems necessary for its protection against loss or damage to the Premises or any property of the Landlord situated thereon.

b. Tenant shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its property situated on the Premises. Tenant shall obtain and keep in force during the lease term and any extension thereof

general liability insurance from an insurer reasonably acceptable to the Landlord in the amount of two million U.S. dollars (US \$2,000,000) naming the Landlord as an additional insured and providing the Landlord with at least 30 days' advance written notice of termination of the policy or reduction of coverage. Tenant shall provide proof of insurance to the Landlord.

c. Nothing contained in this Lease shall be construed to require either Party to repair, replace, reconstruct, or pay for any property of the other Party that may be damaged or destroyed by fire, flood, windstorm, earthquake, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty; and each Party hereby waives all claims against the other for all loss or damage arising out of perils normally insured against by standard fire and extended coverage insurance.

3. MAINTENANCE AND REPAIRS

a. Landlord shall maintain and keep in good repair and condition the roof, including downspouts and gutters, and exterior walls. Landlord shall also maintain and keep in good repair and condition all walkways and grounds, all electrical, plumbing, heating, air conditioning and other mechanical installations, all doors, stairways, stairwells, and windows. Tenant shall maintain and keep in good repair and condition all interior equipment including furnishings, floorings, walls, windows, and other materials used in the operation of the museum. Landlord shall also be responsible for routine building maintenance and minor repairs as required. Tenant is responsible for the installation and maintenance of museum exhibits and support equipment including electronics and computer equipment.

b. Tenant shall give written notice to Landlord of all repairs and maintenance that the Landlord is responsible for in 3.a. when Tenant becomes aware of such.

c. Landlord shall provide snow removal from public walkways abutting the premises.

d. Landlord shall have the right to enter upon the Premises from time to time in order to inspect the same and to perform any maintenance, repairs, and replacements which it is required to make under the provisions of this Lease. This right shall be exercised in such manner as to minimize interference with Tenant's use and enjoyment of the Premises and shall be subject to any and all laws, orders, and regulations of the United States Government, Virginia State Government or local government having authority.

e. Tenant may not perform any maintenance or repair work other than simple upkeep such as the changing of lightbulbs without the advance written consent of the Landlord.

f. Tenant shall provide custodial service and pest control at its sole cost and expense.

4. DAMAGE TO OR DESTRUCTION OF PREMISES

If during the term of this Lease, the roof and/or exterior walls of the Premises are damaged by fire, flood, windstorm, earthquakes, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty so that the same are rendered wholly unfit for occupancy, and if said portions of the Premises cannot be repaired within sixty (60) days from the time of such damage, then this Lease, at the option of the Tenant, may be terminated as of the date of such damage. If the Tenant does not elect to terminate the Lease, or if any damage by any of the above casualties rendering the Premises wholly unfit, can be repaired within sixty (60) days, Landlord agrees to repair such damage promptly, if necessary funds are budgeted and appropriated, and this Lease shall not be affected in any manner.

If the roof and/or exterior walls of the Premises are so slightly damaged by any of the above casualties as not to be rendered wholly unfit for occupancy, Landlord shall repair the premises promptly if necessary funds are budgeted and appropriated.

5. ACTION OF PUBLIC AUTHORITIES

In the event less than a substantial part of the Premises shall be taken, condemned, or sold for public or quasi-public use or purpose by or to any competent authority under any current or future law, then this Lease shall not terminate except as to the part taken. The Lease will terminate as to the part taken as of the date when title vests in any such authority. Tenant shall pay rent covering only that part of the Premises not so taken; the rent for such space shall be that portion of the total rent which the amount of square foot area remaining bears to the total square foot area of all of the Premises. Tenant agrees that if the entire Premises, or the building of which Tenant-controlled interior portion of the Premises are a part, or a substantial part thereof, shall be taken or condemned or sold for public or quasi-public use or to any competent authority, this Lease shall terminate as to the entire Premises as of the date when title vests in such authority. Tenant shall have no claim against Landlord and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any condemnation. Upon such condemnation or taking, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, leasehold improvements, or goodwill. For purposes of this Section, a "substantial part" shall mean twenty five percent (25%) or more of the Premises or the building of which the Tenant-controlled interior portion of the Premises are a part.

Notwithstanding the foregoing provisions of this section, Tenant shall be entitled to make a separate claim against the condemning authority for loss of its leasehold interest or other damages provided that the amount of Landlord's award shall not be reduced thereby.

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

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

6. IMPROVEMENTS BY TENANT

Tenant shall have the right to make such alterations, additions, or improvements in or to the Premises as it shall consider necessary or desirable for the conduct of its business; provided that all such work shall be done in a good and workmanlike manner and the structural integrity of any building shall not be impaired; that no liens shall attach to the Premises by reason thereof; and that all work be first approved in writing by the Landlord. Upon the termination of this Lease, such alterations, additions, or improvements shall, at the option of the Tenant, (1) become the property of the Landlord, or (2) be removed by the Tenant, provided that any part of the Premises affected by such removal shall be restored to its original condition, reasonable wear and tear excepted.

Tenant is responsible for obtaining any certificate of appropriateness required for exterior alterations, additions, or improvements.

7. LIABILITY AND INDEMNITY

Landlord shall not be liable for any losses, damages, injuries or accidents of any kind however or by whatever or whomever caused, arising from any occurrence on or about the Premises or the occupancy or uses by Tenant of the Premises or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance. Notwithstanding any other provision of this Lease to the contrary, except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or any member, partner, officer, director, employee, or

agent of Landlord, for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant. In addition, Tenant agrees only to look to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being specifically agreed that Landlord shall not be personally liable for any such judgment.

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

8. RENEWAL OR EXTENSION

The Parties acknowledge that Virginia law prohibits the renewal or extension of any Lease beyond a total term of five (5) years except by express action consistent with the procedures set out in Virginia law. Six months prior to the end of the term of this Lease, the Parties shall engage in good faith negotiations to determine whether it is in their mutual interest to enter into a new lease for a further term.

9. RENTAL ADJUSTMENTS

Annual rent shall not change.

10. TITLE

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

11. SURRENDER

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

12. NOTICE

a. Any notice or demand required by the provisions of this Lease to be given to Landlord shall be deemed to have been given adequately if sent by Certified Mail to Landlord at the following address: Town Manager, Town of Occoquan, PO Box 195, Occoquan, VA 22125.

b. Any notice or demand required by the provisions of this Lease to be given to Tenant shall be deemed to have been given adequately if sent by Certified Mail to the President of Occoquan Historical Society at Box 65, Occoquan, VA 22125 or the Tenant's representative at the following address: Compton & Duling, L.C., 12701 Marblestone Drive, Ste 350, Prince William, VA 22192.

c. Either Party shall have the right to change its address as above designated by giving to the other Party fifteen (15) days' notice of its intention to make such change and of the substituted address at which notice or demand may be directed.

13. COVENANTS TO BIND RESPECTIVE PARTIES

This Lease, and all of the terms, conditions, and covenants contained, shall be binding upon Landlord and Tenant and upon their respective heirs, executors, administrators, successors, and assigns, provided, however, that this Lease may not be assigned by Tenant without Landlord's express written consent.

14. SCOPE AND INTERPRETATION OF LEASE

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

15. TERMINATION WITHOUT CAUSE

Either Party may terminate this Lease without cause upon ninety (90) days' notice to the other party.

SIGNATURE PAGE FOLLOWS

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

LANDLORD:

TOWN OF OCCOQUAN, VIRGINIA

BY:

Adam C. Linn, Town Manager

ATTEST:

TENANT:

OCCOQUAN HISTORICAL SOCIETY

BY:

Marge Shaffer, President

ATTEST:



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

4. Consent Agenda	Meeting Date: February 6, 2024
4C: Request to appoint Jason Forman as Coordinator of Emergency Management	

Attachments: a. N/A

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to appoint Mr. Jason Forman as the Coordinator of Emergency Management for the Town.

Background

At its January 16th, 2024 meeting, the Town Council adopted Section 34.20 et seq. of the Town Code entitled “Emergency Management” in accordance with the Commonwealth of Virginia Emergency Services and Disaster Law of 2000 (Code of Virginia, § 44-146.19 et seq.) of the Code of Virginia, as amended. In accordance with §34.20(A), the Town may create an emergency management unit under the Town Police Department for collaborating closely with the Prince William County Office of Emergency Management and the Virginia Department of Emergency Management. Under §34.20(B), the Town Council may appoint or remove a coordinator of emergency management to ensure integration of the Town organization into the Prince William County emergency management organization

Staff Recommendation: Recommend the appointment of Mr. Jason Forman as Coordinator of Emergency Management for the Town.

Proposed/Suggested Motion:

“I move to appoint Mr. Jason Forman as the Coordinator of Emergency Management for the Town until such time as he is removed or a replacement is named.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

4. Consent Agenda	Meeting Date: February 6, 2024
4D: Request to Accept Department of Environmental Quality 2022 American Rescue Plan Act Grant	

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a request to accept ARPA Grant #2022AP-06 from the Virginia Department of Environmental Quality (DEQ), American Rescue Plan Act (ARPA) in the amount of \$325,000 in ARPA funding for wastewater and stormwater remediation, including dredging. This request is also to authorize the Town Manager to execute the grant agreement.

Background

The Town was awarded, through the Virginia Department of Environmental Quality (DEQ), \$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 for the grant on September 28, 2022, for part of the funding for stormwater remediation through sediment removal (dredging) from the Occoquan River in the areas of 101 Poplar Lane and Mill Street, Gaslight Landing (locations where stormwater has created significant sediment buildup).

At the Town Council Meetings on December 6, 2022, and February 7, 2023, the Town Council approved the expenditures of funds to complete the sediment removal from the Occoquan River in a total amount of \$235,291.

Staff Recommendation: Accept grant and authorize execution

Cost and Financing: Not-to-Exceed amount of \$325,000

Account Number: CIP Stormwater Management

Proposed/Suggested Motion:

“I move that ARPA Grant #2022AP-06 from the Virginia Department of Environmental Quality (DEQ) in the amount of \$325,000 be accepted and authorize the Town Manager to execute the said grant document on behalf of the Town.”

OR

Other action Council deems appropriate.

**SUBRECIPIENT AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA
AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

ARPA Grant No.: 2022AP-06

SUBRECIPIENT AGREEMENT BETWEEN

DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 EAST MAIN STREET

RICHMOND, VA 23219

TOWN OF OCCOQUAN, VIRGINIA

P.O. BOX 195

OCCOQUAN, VA 22125

And

THIS AGREEMENT (“AGREEMENT”) FOR THE COMMONWEALTH OF VIRGINIA’S (“VIRGINIA”) AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RECOVERY FUND (“SLFRF”) IMPLEMENTATION is made and entered into the [Insert day] day of [Insert month] 20[Insert year], by and between **the Department of Environmental Quality (“Department”)**, and the **Town of Occoquan, Virginia (“Subrecipient”)** (each a “Party” and jointly the “Parties”). This Agreement shall become effective on the date (“Effective Date”) this contract is signed by the Department.

The Award Terms and Conditions of this Agreement sets forth the compliance obligations for the Subrecipient pursuant to the SLFRF statute, the Office of Management and Budget’s Uniform Guidance, the United States Department of the Treasury’s updated final rule (31 CFR Part 35), applicable Federal laws and regulations, and applicable state laws, including acts appropriating ARPA funds to the Department to administer.

Pursuant to Section k of 2021 Special Session II Va. Acts Ch. 1, titled “CSOs and Wastewater”, as amended by 2022 Special Session I Va. Acts Ch. 1 Item 479.20, the General Assembly appropriated certain ARPA funds received by the Commonwealth to the Department to administer for investments in wastewater infrastructure, nutrient removal technology, and other eligible infrastructure improvements (the “Fund”). In addition, in 2022 Special Session I Va. Acts Ch. 2 Item 486 under the heading “Drinking Water, Wastewater, and CSOs” the General Assembly appropriated additional ARPA funds received by the Commonwealth to the Department to administer which are also part of the “Fund.”

The Subrecipient has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance the cost of the Eligible Project, which consists of the design and construction of wastewater infrastructure or other infrastructure as described herein. The Subrecipient will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Subrecipient of provisions for the long-term responsibility and maintenance of the infrastructure installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, including the recitals set forth above which are a material part of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Agreement between the Department and the Subrecipient, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Subrecipient authorized by resolution, ordinance or other official act of the governing body of the Subrecipient to perform the act or sign the document in question.

(c) “Eligible Project” means all grant eligible items of the particular project described in Exhibit A to this Agreement to be designed and constructed by the Subrecipient with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(d) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(e) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Subrecipient such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(f) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(g) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient.

(h) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Subrecipient) plus any ineligible costs that are solely the responsibility of the Subrecipient, as set forth in Exhibit B to this Agreement.

(i) “Project Engineer” means the Subrecipient’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Subrecipient as the Subrecipient’s engineer for the Eligible Project in a written notice to the Department.

(j) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Subrecipient. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

ARTICLE II **SCOPE OF PROJECT**

2. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III **SCHEDULE**

3. The Subrecipient will cause the Eligible Project to be designed, constructed, and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV **COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$325,000.00** and represents the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by written agreement of the Parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Subrecipient not more frequently than once each calendar month for approved eligible reimbursement of a minimum of one thousand (\$1,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in

the Total Eligible Project Budget, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Subrecipient in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Upon receipt from the Subrecipient of the certificate specified in Section 4.5, certification that the Eligible Project will be maintained for the useful service life of the installed facilities, and a final requisition detailing all retainage to which the Subrecipient is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Subrecipient of the final payment from the Grant.

4.3 Application of Grant Funds. The Subrecipient agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Agreement to Complete Project. The Subrecipient agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5 Notice of Substantial Completion. When the Eligible Project has been completed, the Subrecipient shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6 Timing of Costs Incurred and Return of Funds. The Subrecipient agrees that the Grant may only be used to cover costs incurred and expended during the period beginning March 3, 2021 and ending December 31, 2026. The Subrecipient agrees that the final date upon which funds may be expended is December 31, 2026. The Subrecipient agrees to return funds not expended by December 31, 2026.

ARTICLE V
MATERIAL BREACH

5.0. Material Breach. Any failure or omission by the Subrecipient to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

5.1. Notice of Material Breach. If at any time the Subrecipient determines that it is unable to perform its obligations under this Agreement, the Subrecipient shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

5.2 Extraordinary Conditions.

(a) The Subrecipient may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement, except as required by Article 4.6 or Federal law or regulation, that the alleged non-performance was due to Extraordinary Conditions, provided that the Subrecipient:

(i) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(ii) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions and the measures taken to cure the conditions no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Subrecipient constitute Extraordinary Conditions, the Department must provide the Subrecipient with a written objection within sixty (60) days of Subrecipient's notice under paragraph 5.3(a)(2), together with an explanation of the basis for its objection.

5.3 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Subrecipient shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Subrecipient agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

ARTICLE VI
GENERAL PROVISIONS

6.1 Acknowledgment of Required Information. In accordance with 2 CFR 200.332 and related Federal requirements for pass-through entities, Subrecipient hereby acknowledges receipt of Exhibit E and E-2 hereto and the additional information set forth therein.

6.2 Fiscal Agent. The Subrecipient agrees to act as the Department's fiscal agent as required for the limited purpose of the ARPA SLFRF award.

6.3 Funds Pass-Through. The Department agrees to transfer the SLFRF award fund(s) to the Subrecipient in accordance with Article IV of this agreement and promptly upon the Department's allotment of such funds from the Department of Planning and Budget ("DPB"); the Department's receipt of such funds from the Department of Accounts ("DOA"); and the compliance of the Subrecipient with any and all prerequisites of the acceptance of these funds, including those specified in Article IV of this agreement (i.e. certifications, proof of eligible expenditures, etc.).

6.4 SAM.gov Requirements. Subrecipient is required to register on System for Award Management ("SAM") at <https://www.sam.gov> pursuant to 2 CFR Part 25. Required SAM.gov information can be found online. Subrecipient must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year *if* (1) the Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

6.5 Reporting and Recordkeeping Requirements. Program and/or project quarterly reporting is required as outlined in Exhibit F. Subrecipients must maintain records and financial documents relating to its Eligible Project Costs and services provided under this Agreement for five (5) years after all funds have been expended, returned to the Department or upon termination of this agreement. The Department shall have access to all subrecipient's records relating to its Eligible Project Costs and services under this Agreement including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. Subrecipient agrees to provide the Department with copies of such records at no expense upon request. Further, Treasury may request transfer of records of long-term value at the end of five years. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient agrees to provide or make available such records to the Department upon request. Subrecipient must cooperate and provide reasonable assistance to authorized representatives of the Department. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Subrecipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out. The Subrecipient also agrees to furnish any records or documents necessary for the Department to carry out its reporting requirements for the ARPA funds.

6.6 Single Audit. Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on Office of Management and Budget's (OMB) website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. The Department and Subrecipients should consult the [Federal Audit Clearinghouse](#) to see examples of Single Audit submissions.

6.7 Internal Controls. Subrecipient must:

(a) Establish and maintain effective internal controls over the SLFRF award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

(b) Comply with Federal statutes, regulations, and the terms and conditions of the SLFRF award.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information.

6.8 Sub-awardee/Vendor Monitoring. The Subrecipient, when passing funds along to another subrecipient (or "Sub-awardee") or contractor, must:

(a) Ensure that the agreement is clearly identified as a Sub-awardee or subcontractor subaward and includes all the requirements of 2 CFR 200.332 referenced throughout this Agreement.

(b) Evaluate each Sub-awardee's risk for noncompliance as required by 2 CFR 200.332

(c) Monitor the activities of the Sub-awardee, or contractor, as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332 are met, including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings. Monitoring must include:

(i) Reviewing financial and performance reports required by the pass-through entity.

(ii) Following-up and ensuring that the Sub-awardee, or contractor, takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-awardee, or contractor, from the pass-through entity detected through audits, on-site reviews, and other means.

(iii) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required.

(d) Verify that every Sub-awardee is audited as required by 2 CFR 200.332. The Sub-awardee must also develop a subrecipient monitoring plan for its subrecipients that addresses monitoring of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of the contract, and that performance goals are achieved. The Sub-awardee's monitoring plan of its subrecipients should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance

reports, performing site visits, and maintain regular contact with subrecipients. The Sub-awardee must establish requirements to ensure compliance with its subrecipients as required by 2 CFR 200.332. The Sub-awardee must ensure that all transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.332.

6.9 Procurement, Suspension & Debarment. Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Subrecipients must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.

6.10 Compliance with Applicable Law. Subrecipient agrees to comply with all applicable federal, state, and local law. This includes environmental and permitting laws and regulations.

6.11 Eligible Project to be Technically Sound. Subrecipient agrees that all projects will be undertaken and completed in a manner that is technically sound, meaning that they must meet design and construction methods and use materials that are approved, codified, recognized, fall under standard or acceptable levels of practice, or otherwise are determined to be generally acceptable by the design and construction industry.

6.12 Civil Rights Compliance. Subrecipient and its vendors or contractors are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury Department's implementing regulations at 31 CFR part 23. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.13 Repayment of SLFRF Awards. If the United States or Virginia lawfully requires repayment of some or all of the SLFRF award, Subrecipient agrees to repay such amount to the Recipient for such purpose within twenty (20) days of any such requirement.

6.14 Return of Unexpended SLFRF Awards. If all of the SLFRF award is not expended by the end of the identified performance period, Subrecipient is obligated to return unexpended funds to the Department. The Commonwealth and the Department, shall coordinate to accomplish the return of such funds in a timely manner in accordance with the SLFRF Treasury Final Rule.

6.15 Capital Expenditures. Among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a recipient or subrecipient in excess of \$100,000 with respect to a capital expenditure that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).

6.16 Further Cooperation. The Parties shall cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

6.17 Term. This Agreement shall be effective on the date it is executed by the Department and shall terminate upon final reimbursement to the Subrecipient.

6.18 Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision. The Subrecipient further agrees to comply with all laws and regulations applicable to the Subrecipient's performance of its obligations pursuant to this agreement.

6.19 Entire Agreement; Amendments. This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals, and writings. No alterations, amendments, or modifications may be made to this Agreement except by a writing signed by both Parties and attached hereto. This Agreement may be modified by agreement of the Parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

6.20 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

6.21 Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

6.22. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Subrecipient of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board or Department. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

6.23. Disclaimer. Nothing in this Agreement shall be construed as authority for either Party to make commitments which will bind the other Party beyond the covenants contained herein.

6.24. Non-Waiver. No waiver by the Department of any one or more defaults by the Subrecipient in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

6.25. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

6.26. Conflict of Interest. The Subrecipient warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

6.27. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Program Manager

Subrecipient: Town of Occoquan
PO Box 195
Occoquan, VA 22125
Attn: Adam Linn

6.28. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the Parties hereto, and their respective legal representatives, successors and assigns.

6.29. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

6.30. Recoupment of Funds. Failure to abide by the requirements of the Final Rule (31 CFR Part 35,) adopted by the United States Department of the Treasury, may result in recoupment of funds by the United States Department of the Treasury.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ Date _____
Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

TOWN OF OCCOQUAN, VIRGINIA

By: _____ Date _____
Adam Linn, J.D
Town Manager
(703) 491-1918
alinn@occoquanva.gov

Asma M. Rupani
Town Treasurer
(703) 491-1918
Date _____

[END OF SIGNATURES]

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Subrecipient: Town of Occoquan, Virginia

ARPA Grant No.: 2022AP-06

Project Description:

Component 1: Sedimentation removal (dredging) from the Occoquan River within the Town near the outflow of Ballywhack Creek and Boundary Branch. Dredging and sediment removal from Town will be completed near the outlets on Mill Street and Poplar Lane.

Component 2: Stormwater pipe repair and replacement to reduce flooding and uncontrolled runoff (sedimentation) from Ballywhack Creek and Furnace Branch into the Occoquan River. The stormwater conveyance pipes crossing Union Street and Commerce Street will be replaced with modern materials computed for adequate sizing and installed under an appropriately established inspection system. This repair and replacement will create remediation of the stormwater infrastructure that will reduce uncontrolled runoff, reduce the sedimentation, and extend the time before dredging activities will be required again at the Mill Street outlets.

Note: Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT B

TOTAL PROJECT BUDGET

Subrecipient: Town of Occoquan, Virginia

ARPA Grant No.: 2022AP-06

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category/Project Name	Total Project Cost	ARPA Grant	Other Funding
Planning & Professional Services			
Administrative Expenses	\$2,400.00	\$2,400.00	\$0.00
Arch/Engineering Basic Fees	\$6,562.00	\$6,562.00	\$0.00
Project Inspection Fees	\$800.00	\$800.00	\$0.00
Sub-Total	\$9,762.00	\$9,762.00	\$0.00
Construction			
Component #1 - River Dredging	\$235,291.00	\$235,291.00	\$0.00
Component #2 - Sediment/Debris Removal/Pipe Repair to River	\$79,947.00	\$79,947.00	\$0.00
Sub-Total	\$315,238.00	\$315,238.00	\$0.00
TOTALS	\$325,000.00	\$325,000.00	\$0.00

Notes:

- Administrative expenses budgeted above are those of a subcontractor, not the Subrecipient.
- Only those eligible costs falling within the period outlined in Section 4.6 will be eligible for reimbursement through this grant.

**SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

EXHIBIT C

PROJECT SCHEDULE

Subrecipient: Town of Occoquan, Virginia

ARPA Grant No.: 2022AP-06

The Subrecipient has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Subrecipient to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline	Note
Component 1- Dredging	Complete Construction	March 2023	
Component 2 – Sediment/ Debris Removal/Pipe Repair	Complete Construction	March 2023	

1. Project notes (if any).

Component 1: Sedimentation removal (dredging) from the Occoquan River within the Town near the outflow of Ballywhack Creek and Boundary Branch. Dredging and sediment removal from Town will be completed near the outlets on Mill Street and Poplar Lane.

Component 2: Stormwater pipe repair and replacement to reduce flooding and uncontrolled runoff (sedimentation) from Ballywhack Creek and Furnace Branch into the Occoquan River. The stormwater conveyance pipes crossing Union Street and Commerce Street will be replaced with modern materials computed for adequate sizing and installed under an appropriately established inspection system. This repair and replacement will create remediation of the stormwater infrastructure that will reduce uncontrolled runoff, reduce the sedimentation, and extend the time before dredging activities will be required again at the Mill Street outlets.

The Subrecipient has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
January – March 2024	\$241,617.00
April – June 2024	\$4,500.00
July – September 2024	\$78,883.00
October – December 2024	
January – March 2025	
April – June 2025	
July – September 2025	
October – December 2025	
January – March 2026	
April – June 2026	
July – September 2026	
October – December 2026	

EXHIBIT D
REQUISITION FOR REIMBURSEMENT

(To be on Subrecipient's Letterhead)

Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: American Rescue Plan Act Wastewater Grant

ARPA Grant No.: 2022AP-06

Dear Program Manager:

This requisition, Number _____, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Subrecipient hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Documentation required by Section 4.2 of this agreement relating to the items for which payment is requested is attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Subrecipient for the payment of Eligible Project Costs that fall within the period outlined in Section 4.6 of this agreement.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

(Authorized Representative of the Subrecipient)

Attachments

Schedule 1

American Rescue Plan Act Wastewater Fund

Form to accompany request for reimbursement

Requisition # _____

Subrecipient: Town of Occoquan

ARPA Grant No.: 2022AP-06 Certifying Signature: _____ Title: _____

Cost Category	Original Budget	Previous Disbursements	Net Balance Available	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
Town of Occoquan		-	-	-	-	-
Administrative Expenses	2,400.00	-	2,400.00	-	-	2,400.00
Arch/Engineering Basic Fees	6,562.00	-	6,562.00	-	-	6,562.00
Project Inspection	800.00	-	800.00	-	-	800.00
Construction - Component #1 - River Dredging	235,291.00	-	235,291.00	-	-	235,291.00
Construction - Component #2 - Sediment/Debris Removal/Pipe Repair to River	79,947.00	-	79,947.00	-	-	79,947.00
TOTALS	\$ 325,000.00	\$ -	\$ 325,000.00	\$ -	\$ -	\$ 325,000.00

Total Grant Amount: \$325,000

Previous Disbursements: \$ _____

This Request: \$ _____

Grant Proceeds Remaining: \$ _____

Certificate of the Project Engineer

Form to Accompany Request for Reimbursements (not applicable to SLPP Subawards)

Subrecipient: Town of Occoquan

ARPA Grant No.: 2022AP-06

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the “Subrecipient”) to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

(Project Engineer)

(Date)

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT E

PASS-THROUGH INFORMATION REQUIREMENTS

The following pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of 2 CFR 200.332 and per 2 CFR 200.1 of the Uniform Guidance. The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Subrecipient's Name: Town of Occoquan
- (ii) Subrecipient's Unique Entity Identifier (UEI): MSC3EG7RJEE5
- (iii) Federal Award Identification Number: SLFRP1026
- (iv) Federal Award Date: May 18, 2021
- (v) Subaward Period of Performance Start and End Date:
Start Date is Date of this Agreement; End Date is December 31, 2026
- (vi) Subaward Budget Period Start and End Date:
March 3, 2021; End Date is December 31, 2026
- (vii) Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: \$325,000
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$325,000
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): This grant funds sedimentation removal (dredging) from the Occoquan River and survey and engineering work to create construction documents for remediation of stormwater infrastructure to reduce uncontrolled runoff (sedimentation) of Ballywhack Creek and Furnace Branch into the Occoquan River.
- (x) (A) Name of Federal Awarding Agency: U.S. Department of the Treasury
(B) Name of Pass-Through Entity: Virginia Department of Environmental Quality
(C) Contact Information for Awarding Official of the Pass-Through Entity:
Alvie Edwards, Director of Administration
804-898-9883
alvie.edwards@deq.virginia.gov
- (xi) Assistance Listings Number (ALN) and Title (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):

ALN 21.027 – Coronavirus State and Local Fiscal Recovery Funds

- (xii) Identification of Whether the Award is R&D: Not R&D Award
- (xiii) Indirect Costs for the Federal Award: *Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Indirect cost rate for the Federal award (including if the de minimis rate of 10% is charged) per §200.414. N/A – no indirect costs for the Subrecipient are budgeted for this grant award.*

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT E-2

**ADDITIONAL PASS-THROUGH INFORMATION REQUIREMENTS FOR SLFRF
INFRASTRUCTURE PROJECTS (EC.5)**

The following additional pass-through information requirements pertaining to the subaward to Subrecipient set forth below in satisfaction of State and Local Fiscal Recovery Fund Infrastructure Projects (EC.5) and the Federal Funding Accountability and Transparency Act (FFATA). The Federal Award Identification for funds (subaward) addressed by this Agreement is the American Rescue Plan Act State and Local Fiscal Recovery Fund.

- (i) Median Household Income and Lowest Quintile of Area Served by the Subaward: \$117,448 and \$47,167
- (ii) National Pollutant Discharge Elimination System (NPDES) Permit of Facility Involved in the Subaward Project, If Applicable; N/A
- (iii) Federal Award Subaward Number, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): 2022AP-06
- (iv) Executive Compensation Data, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): In the Preceding Year, Did your Business or Organization Receive (1) 80 Percent or More of your Annual Gross Revenues in U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements; and (2) \$25,000,000 or More in Annual Gross Revenues from U.S. Federal Contracts, Subcontracts, Loans, Grants, Subgrants, and/or Cooperative Agreements?: No
 - a. If “YES”, Provide the Name of and Total Compensation for the Organization’s Five Highest Paid Officers, If Not Already Publicly Listed or Otherwise Listed in SAM.gov: Not Applicable
- (v) Infrastructure Projects with Total Expected Costs Over \$10,000,000:
 - a. Do you certify that “all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”)?: Not Applicable

- i. If “NO”, Provide:
 1. Number of employees of contractors and sub-contractors working on the project: Not Applicable
 2. Number of employees on the project hired directly: Not Applicable
 3. Number of employees on the project hired through a third party: Not Applicable
 4. Are any of the wages at rates less than those prevailing?: Not Applicable
 5. The wages and benefits of workers on the project by classification: Not Applicable

- b. Do you certify that “the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C.158(f))?”: Not Applicable
 - i. If “NO”, Answer:
 1. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?: Not Applicable
 2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?: Not Applicable
 3. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?: Not Applicable
 4. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?: Not Applicable
 5. Does the project have a completed project labor agreement?: Not Applicable
 6. Does the project prioritize local hires?: Not Applicable
 7. Does the project have a Community Benefit Agreement, with a description of any such agreement?: Not Applicable

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT F

QUARTERLY REPORTING REQUIREMENTS

On a quarterly basis, DEQ will report the following information for all ARPA subaward projects utilizing the information provided in Exhibits E and E-2, with the exception of the quarterly obligation, expenditure amounts, and additional programmatic data specific to Septic Local Partner Program (SLPP) subawards:

Below are the reporting requirements for subawards under \$50,000.

- Obligation amount (if applicable)
- Expenditure amount (if applicable)

Below are the reporting requirements for subawards over \$50,000.

- Unique Entity Identifier (UEI)
- Payee contact information
- Subaward date
- Subaward amount
- Subaward description
- Primary place of performance information
- Quarterly obligation amount
- Quarterly expenditure amount
- Subrecipient gross revenue information
 - Percentage of gross revenue from Federal contracts (Y/N above 80%)
 - Amount of gross revenue from Federal contracts (Y/N above \$25,000,000)
- Subrecipient executive compensation details if required.
- Additional programmatic data based on Expenditure Category

Subrecipients are required submit Exhibit F-2, Quarterly Reporting Re-Certification Statements, on a quarterly basis, re-certifying that the information provided to DEQ in Exhibits E and E-2 remain accurate and applicable to the subaward project.

For Septic Local Partner Program subawards only, subrecipients must provide, on a quarterly basis using Exhibit F-3, the following information for each property receiving cost-share assistance:

- Latitude/longitude in decimal degrees
- Amount of cost-share provided
- Certification of permitting and income verification

SLFRF Key Reporting Deadlines

Below are the deadlines for the Project and Expenditure Reports.

Quarterly Report	Year	Quarter	Period Covered	Due Date
1	2024	1	January 1 – March 31	April 5, 2024
2	2024	2	April 1 – June 30	July 5, 2024
3	2024	3	July 1 – September 30	October 5, 2024
4	2024	4	October 1 – December 31	January 5, 2025
5	2025	1	January 1 – March 31	April 5, 2025
6	2025	2	April 1 – June 30	July 5, 2025
7	2025	3	July 1 – September 30	October 5, 2025
8	2025	4	October 1 – December 31	January 5, 2026
9	2026	1	January 1 – March 31	April 5, 2026
10	2026	2	April 1 – June 30	July 5, 2026
11	2026	3	July 1 – September 30	October 5, 2026
12	2026	4	October 1 – December 31	January 5, 2027

SUBRECIPIENT AGREEMENT
FOR THE VIRGINIA AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION

EXHIBIT F-2

QUARTERLY REPORTING RE-CERTIFICATION STATEMENTS

Subrecipient: Town of Occoquan, Virginia

ARPA Grant No.: 2022AP-06

I certify:

1. The information submitted in Exhibit E on (Enter Date Here) remains accurate and applicable to this subaward; and,
2. The information submitted in Exhibit E-2 on (Enter Date Here) remains accurate and applicable to this subaward.

(Authorized Representative)

(Date)



TOWN OF OCCOQUAN TOWN COUNCIL MEETING Agenda Communication

4. Consent Agenda	Meeting Date: February 6, 2024
4E: Request to Approve Contract for 2024 Town Festival Shuttle Services	

Attachments: a. N/A

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to approve a contract for shuttles services for the 2024 Town Festivals (Riverfest and the Fall Arts and Crafts Show).

Staff Recommendation: Recommend approval of the contract.

Cost and Financing: Not-to-Exceed amount of \$60,000

Account Number: Events Fund - Contracts

Proposed/Suggested Motion:

“I move that the Town Manager enter into an agreement with Skyline Worldwide Transportation to provide shuttle services for the Town’s 2024 festivals for an amount not-to-exceed \$60,000.”

OR

Other action Council deems appropriate.

Town of Occoquan Agreement with Skyline Worldwide Transportation

This Agreement is made on _____, 2024 by and between Town of Occoquan, 314 Mill Street, Occoquan, Virginia, 22125, hereinafter “Town” and Skyline Worldwide Transportation, hereinafter “Contractor.” The Town and Contractor are each a “Party” and are collectively the “Parties.”

RECITALS:

1. Each Party is interested in providing excellent shuttle service for the Town of Occoquan for festival weekends June 1 & 2, 2024 and September 28 & 29, 2024.
2. The Parties acknowledge that the success of each weekend’s service depends on many circumstances outside the Parties’ control, including weather and traffic conditions.
3. The Town is acting in a governmental capacity by hiring weekend shuttle service covered by this Agreement for members of the Public.

Therefore, in light of these recitals, the Parties hereby bind themselves to this Agreement (“Agreement”) under the following terms and conditions:

TERM. The term of this Agreement shall be **June 1, 2024 to September 29, 2024** unless terminated sooner in accordance with the terms of this Agreement (the “Term”).

DATES: The dates and times for the festival shuttle service covered by this Agreement are as follows:

Event Dates and Times

June 1, 2024

Green	Yellow	Purple
7am-3pm	7am-3pm	7am-3pm
9am-5pm	9am-5pm	9am-5pm
10am-6pm	10am-6pm	10am-6pm
11:15am-7:15pm	11:15am-7:15pm	11:15am-7:15pm

June 2, 2024

Green	Yellow	Purple
7am-3pm	7am-3pm	7am-3pm
9am-5pm	9am-5pm	9am-5pm
10am-6pm	10am-6pm	10am-6pm
11:15am-7:15pm	11:15am-7:15pm	11:15am-7:15pm

September 28, 2024

Green	Yellow	Purple
7am-3pm	7am-3pm	7am-3pm
9am-5pm	9am-5pm	9am-5pm
10am-6pm	10am-6pm	10am-6pm
11:15am-7:15pm	11:15am-7:15pm	11:15am-7:15pm

September 29, 2024

Green	Yellow	Purple
7am-3pm	7am-3pm	7am-3pm
9am-5pm	9am-5pm	9am-5pm
10am-6pm	10am-6pm	10am-6pm
11:15am-7:15pm	11:15am-7:15pm	11:15am-7:15pm

PURPOSE. The purpose of this Agreement is to provide for a binding contract between the Town and Contractor relating to the provision of services by Contractor for shuttle service for the Town of Occoquan for two major festivals in 2024: RiverFest and the Fall Arts & Crafts Show.

LIMITATION ON USE OF THIS FORM. This form of Agreement is not to be used for any Contract with an anticipated consideration of over \$60,000.

OBLIGATIONS OF THE PARTIES.

Services to be rendered by the Town for the Event Dates consist of:

1. The Town will provide shuttle service signage at shuttle stops at each satellite location
2. Any changes to the schedule above will be made in writing.

The obligations of the Contractor for the Event Dates consist of:

1. Skyline will provide 12 shuttles each day for passenger service for the weekends listed above
2. Skyline will provide service for the time frames listed above, at the rate of \$1250 per shuttle, with a 8% discount of \$2400 for RiverFest 2024.
3. Skyline drivers will pick up passengers from the bus shelter area at three satellite parking areas:
VDOT Lot at 123 and Old Bridge Road in Woodbridge (GREEN)
VDOT Lot at Minnieville and Old Bridge Road in Woodbridge (PURPLE)
Workhouse Arts Center Parking Lot, South (YELLOW)
4. Skyline drivers will drop passengers off at Occoquan and loop back to the VDOT lot location to collect the next set of passengers.
5. Skyline will invoice the Town of Occoquan after service for each festival.

RELATION OF THE PARTIES. The nature of relationship between Town and Contractor is that of an independent contractor. No partnership or agency relationship is created by this Agreement.

CONSIDERATION. This Agreement is being made in consideration of the following: Contractor agrees to be the exclusive shuttle service provider for festival shuttle service to patrons.

REPRESENTATIONS AND WARRANTIES. Each Party to this Agreement represents and warrants to the other Party that:

- (a) It has full power, authority and legal right to execute and perform this Agreement;
- (b) It has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) This Agreement constitutes the legal, valid and binding obligations of such Party in accordance with its terms; and

- (d) It shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION FOR CONVENIENCE. The Town of Occoquan may terminate this Agreement with 72 hours' notice to the Contractor, with or without cause, and without financial penalty. Inside the 72-hour window, the Town is liable for the full amount of the festival shuttle service invoice, unless the terminating event is catastrophic. Catastrophic events, such as floods, hurricanes, tornados, earthquakes, or other acts of God that create adverse conditions affecting public safety are considered uncontrollable by human intervention.

The Parties may also, by express written agreement signed by both Parties, terminate this Agreement without further liability to either Party except as expressly stated in such termination agreement.

REMEDIES ON DEFAULT. If a Party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Party may provide written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. Under no circumstances will either Party be liable to the other for any monetary remedy other than provable direct damages. It is the intent of the Parties to exclude any liability for loss of profits, loss of revenue, loss of reputation, loss of business opportunity, business interruption, or any other special, consequential, punitive, incidental, indirect, or exemplary damages under any theory of liability. Any lawsuit brought to enforce the terms of this Agreement must be brought within one year of the event giving rise to liability, without regard to discovery of such event.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is limited or prohibited by causes beyond either Party's reasonable control ("Force Majeure") and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent caused by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, or work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid, mitigate or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed, mitigated, or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates. The effects of weather and the effects of COVID-19 or similar transmissible diseases are anticipated within the scope of this Agreement and are not, by themselves, force majeure; however, the mandatory legal rules of proper authorities – including the Town itself – do constitute force majeure to the extent that such rules limit or prohibit the obligations owed by a Party under this Agreement. The Town will have no liability to the Contractor for canceling, limiting, or terminating a Town Event due to adverse conditions that might affect public safety.

CONFIDENTIALITY. Under the Virginia Freedom of Information Act, any information shared with the Town is subject to public disclosure; therefore, Contractor will not disclose to the Town any confidential proprietary information or trade secrets.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by national overnight delivery service to the addresses listed above or to such other address as one Party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the laws of Virginia. Suit for any breach of this Agreement shall be brought only in the state courts for Prince William County, Virginia, and shall not be removed to the Federal Court system. Any suit brought under this Agreement shall be heard by a judge sitting without a jury, it being the express intent of the Town and Contractor to waive their rights to a jury trial.

STATUTORY REQUIREMENTS. Contractor will at all times comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the provisions of the Virginia Public Procurement Act applicable to Towns of under 3500 population.

SIGNATORIES. This Agreement shall be signed on behalf of the Town by Earnest W. Porta, Mayor, Town of Occoquan and on behalf of Contractor by _____ and effective as of the date first written above.

Town of Occoquan:

By: _____ Date: _____

By: Adam Linn, Town Manager, Town of Occoquan

Contractor:

By: _____ Date: _____

By: Authorized Signatory for Skyline Worldwide Transportation

DRAFT



TOWN OF OCCOQUAN

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

TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
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: February 6, 2024

SUBJECT: Administrative Report

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

Administration

Strategic Framework Updates:

These special updates cover all projects, programs and initiatives currently underway that further the priorities of the Town Council as laid out in their FY24-25 Strategic Framework adopted at the April 18, 2023 Town Council Meeting. The updates are divided into each priority and may be funded under the capital improvements program and/or the general fund as well as by State and Local Fiscal Recovery Funding (SLFRF).

Capital Tiers

➤ **Constructing a Parking Facility:**

- Staff investigated options for constructing parking facilities within Town limits. No available options are fiscally appropriate at the current time.

➤ **Upgrading Stormwater Infrastructure:**

- Community Flood Preparedness Fund (CFPF) Grant - UPDATED: 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 28th, Town staff sent notice to affected property owners and received signed permission from almost all property owners. Field inspections started the week of September 25th. 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 contractor met with Town staff in December to review the modeling and in January to review initial results and recommendations. Town staff will work with the contractor over the next month to finalize the deliverables, including a final report that will be presented to Town Council.

- Stormwater Improvements: On March 17th 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.
- DEQ ARPA Wastewater Funds 2022 Appropriation - UPDATED: 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 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. In early 2024, Staff was contacted by a DEQ representative who advised that the Governor has signed a directive streamlining the grant timeline and that the Town has provided all requirements and should expect to receive the grant documentation before January 29th and that reimbursements can be made with the documentation. In late January, DEQ requested additional information on Component #2 of the grant. On January 30, 2024, DEQ provided the grant agreement to staff. Staff are currently awaiting Council approval to finalize the agreement and seek reimbursement in early February.

➤ **Completing Riverwalk:**

- Riverwalk Planning Project - UPDATED: After completion of the Riverwalk Vision Plan process and review by the Planning Commission, at the November 8th, 2023 meeting, the Town Council authorized the Mayor to create and appoint members to a committee, the Riverwalk Expansion Special Committee (RESC), that will evaluate and report on the next steps for the project. The committee met twice in 2023 and once in 2024 and will continue to hold public meetings until its report is due to Town Council in May 2024.

➤ **Developing/Promoting Town as a Trail Junction:**

- Town staff are currently supporting the Planning Commission in its strategic planning efforts that include researching and developing a Trail Town program for Occoquan.

➤ **Promoting Connections with Regional Partners:**

- PWCDOT Crosswalk Safety Project: On May 31, 2023, Town staff met 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. Town staff are waiting to receive notice from PWCDOT on the Dominion Electric cost quote to place a new streetlight at the crosswalk.

- Occoquan Greenway (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 sidewalk installation on Union Street and part of Ellicott Street to connect the town to a planned off-road trail section of the Occoquan Greenway Trail. The project also includes a sidewalk installation along Ellicott Street, between Poplar Alley and Mill 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. In December 2023, Town staff met with PWC and the engineering firm hired by PWC to review the initial drawings and conceptual designs. Town staff have submitted feedback to PWC and are scheduled to meet with PWC in early February to discuss modifications ahead of submittal of the conceptual designs to VDOT. Staff were advised that construction start dates will begin sometime in 2026. Updates will be available at www.occoquanva.gov/construction-updates.

➤ **Improving Town Gateways:**

- Town Signage Updates: In mid-December, the welcome signs on Commerce Street and Tanyard Hill Road and the wayfinder at Mamie Davis Park were installed. The remaining sign at River Mill Park is in permitting and install is expected in Spring 2024. Landscaping improvements for the signage are scheduled for Spring 2024.



➤ **Pursuing Energy Efficiency/Sustainability Enhancements:**

- 170 Mill Street EV Charging – UPDATED: At the December 5th, 2023, Town Council meeting, Greenspot JC, LLC was granted a franchise to install two (2) Level 2 electric vehicle (EV) charging stations at the Town parking lot at 170 Mill Street on the corner of Mill and Washington Streets. Installation will occur within the next year. Town staff will meet with the contractor in early February to plan the installation of the chargers. Town staff will provide updates as installation progresses and as more EV charging options are explored.
- CFI Grant – NEW: Town staff are working with a contractor to identify new areas for EV charging in town and submit a grant proposal to the FHWA's Charging and Fueling Infrastructure Grant Program, created by the Bipartisan Infrastructure Law.

➤ **Continuing Analysis and Refinement of 3-Pronged Parking Program:**

- Town staff will continue to monitor opportunities for increasing the amount of parking in town via the creation of new facilities and access to existing, underused facilities.

- **Implementing Public Safety Projects (BWC Program, Energy Efficient Fleet Vehicles):**
 - The Occoquan Police Department has placed into service two (2) Ford Intercept Hybrid SUVs and all patrol officers are equipped with Body Worn Cameras (BWC), having received training on their proper use.
- **Improving Town Properties (Mill House Museum, River Mill Park, Furnace Branch Park, Tanyard Hill Park):**
 - River Mill Park Upgrades – UPDATED: In January 2024, a new water heater was installed in the RMP bathhouse. Staff are currently working on improving the adequacy and efficiency of the plumbing system at the bathhouse and resolving drainage issues in the park.
 - River Road Storage – NEW: In December, staff started storing Public Works equipment on the Town property at River Road. In January, staff started transferring further equipment from the Poplar Lane lot to River Road. Staff are currently planning further improvements to the property that will better secure it, improve refuse storage for residents, and allow limited access to the VDOT easement by River Road residents.
 - LOVE Sign Mural Update – NEW: The Town is currently working with a local artist to create a new mural on the River Mill Park LOVE sign. This project is being made possible through a grant from the Virginia Tourism Corporation. Installation is expected in April 2024.

Operating Tiers

- **Personnel Recruitment, Retention, and Succession Planning**
 - Events Personnel Planning: Town staff are currently engaging in a months-long planning process to assess and reorganize the Town’s Events Office in order to best meet the Town’s present and future events needs and goals.
 - New Events Support Staff – NEW: In January 2024, the Town recruited and filled a new Events Coordinator position. Starting in February 2024, Tamika Martin will assist the Events Director on a part-time basis, helping support sponsorship solicitation and preparation and execution of the Town’s principal festivals and events. Tamika is an area resident and George Mason graduate who comes to the Town with over a decade of experience in business consulting, project management, and volunteer coordination.
- **Tourism-led Economic Development Programming**
 - Visit Occoquan Partnership: At the December 5th, 2023 Town Council meeting, the Town Council approved an agreement with Visit Occoquan, the marketing and tourism non-profit that is succeeding the Occoquan Business partners as the hub for Occoquan’s business community. The agreement is the foundation of future events, marketing, and business support coordination between the Town and Visit Occoquan.
- **Enhancing Revenue from Town Events Programming**
 - Town staff are currently evaluating the past events season and assessing possible opportunities for revenue enhancement as the FY2025 Annual Budget and CY2025 Events Calendar are finalized.
- **Monitoring Technology Improvements for Productivity Enhancement**
 - New Town Intranet: Town staff are currently in the planning phase for creating an intranet for Town staff that will replace the existing shared physical drive system with a

cloud-based, collaborative intranet, utilizing existing Microsoft 365 products. Implementation of a new SharePoint-based system is anticipated by Spring 2024.

➤ **Business Support and Development Programming**

- Signage Education and Code Updates - UPDATED: 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. **In January 2024, Town staff published a new Quick Signage Guide to reflect those changes. The guide and revised ordinance are available at www.occoquanva.gov/business/sign-permits.** To review your current signage and ask any questions please email signpermits@occoquanva.gov.
- Continuance of Quarterly Business Meetings – UPDATED: Although the Occoquan Business Partners (OBP) dissolved in 2023, Visit Occoquan and the Town of Occoquan will continue to host quarterly Town and Business Partnership Meetings. **The first meeting of 2024 was held at Town Hall on January 16th and the next will be on April 9th at 5:30 pm.** Subscribe for updates and find more information on meetings at: <https://www.visitoccoquanva.com/ocqhub>.

➤ **Development of a Capital Asset Maintenance Program**

- Staff have been in communication with Prince William County on maintenance programs and are currently in the research and planning phase for this priority.

➤ **Development of a Business Recruitment Program**

- Staff have been in communication with Visit Occoquan and are currently in the research and planning phase for this priority. In 2023, the Planning Commission completed preliminary strategic planning related to Economic Development and Business Recruitment.

Capital and Maintenance Project Updates:

These are updates on existing and planned capital projects that are part of the Town’s Capital Improvements Program (CIP) and additional to the Town Council’s Strategic Framework priorities. More project updates are available at 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.
- Mill Street and Ellicott Street Intersections: Town 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 27th. 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.

Development Project Updates:

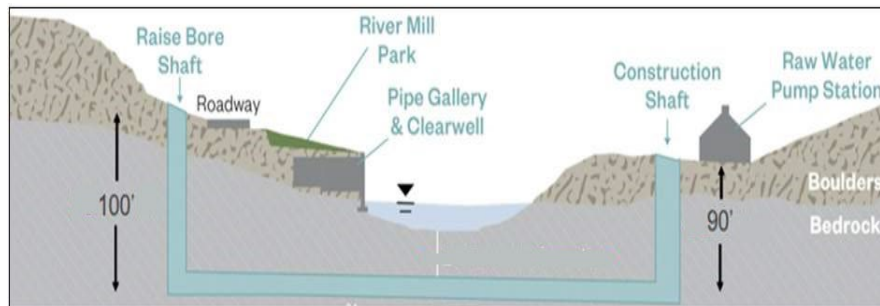
These are updates on private development projects in the Town of Occoquan. More information can be found in the Engineering Section.

- 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.
- 406 McKenzie Drive Subdivision: Owners of 406 Mackenzie Drive have submitted a subdivision application with the Town to divide the property into multiple parcels. Comments on the application have been provided to the owners.

Other News and Updates:

These are updates on any other noteworthy projects, programs, or initiatives being carried out in and around the town, including updates on deadlines and administrative projects.

- Fairfax Water Construction – UPDATED: The boring project under the Occoquan River has been completed. The installation of new pipes and connections have started. Completion of the project is expected by summer of 2024. To stay up to date on construction, please sign up for AlertOccoquan at www.occoquanva.gov/living-here/alertoccoquan. Below is a rendering of the project:



- 2024 Business Licenses (BPOL): **Business licenses for 2024 are due by March 1, 2024.** New this year, both the application and the payment will be due on March 1st. The code was changed at the April 4th, 2023, Town Council meeting by Ordinance #O-2023-05. For more information and to pay online visit: <https://www.occoquanva.gov/business/doing-business-in-occoquan/>.
- Development of New Town Seal – UPDATED: 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. At the December 5th, 2023 Town Council meeting, Town Council authorized the Town Manager to engage with crowdSPRING, LLC for the purposes of creating a new Town Seal. At the January 16th meeting, the Town Council selected a new Town Seal out of four options. The new seal is centered around a tripartite center, showing images of the river, the Mill House, and the Mamie Davis Park Gazebo. Town staff are currently working to update all forms and other items with the new seal.



Treasurer Report - Supplemental Information

The December 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	1/31/2024
PIN CURLS HAIR SALON	2	1/8/2024

*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	7	1/29/24
BLACK MAGIC	5	1/29/24
BANN THAI	2	1/29/24

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	26,989
October	24,952	24,180	24,819
November	17,803	19,372	20,005
December	17,838	18,277	16,922

Engineering

FEMA Flood Insurance Rate Map (FIRM) – update from last report: Town residents can use the new map since it is the “best available data” even though not yet officially adopted by FEMA. Letter of Final Determination (LFD) is scheduled for 3/26/24. That will start the 6-month adoption period and the map is slated to be effective on 9/26/24.

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 2023.

Ellicott Sidewalk Extension Project – update from last report – Contacted by Prince William County to notify Town some initial work proceeding. Meeting on 12/14/23 with PWC Park Authority and VDOT consultant AMT. Discussed project parameters and reinforced need for “Occoquan brick” if possible. Evaluating project limits and possible need for right of way acquisition. Future meeting with VDOT in mid-January. Follow-up by AMT project manager on 1/16/2024 with revisions to accommodate requests from previous meeting (truck traffic turning movements at Mill Street, avoidance of fence removal on Union Street, accommodation of storm conveyance along Union

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. Met Applicant on 12/21/23 with future meeting attended by engineer to be scheduled. Applicant contemplating subdivision into more than 2 lots.
109 Poplar Lane	Not Assigned	Driveway reduction	No submission to date – questions posed by owner

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.

A. The following is a list of **zoning reviews** from January 1 to January 31, 2024:

	Zoning Application #	Property Address	Activity
1	TZP2024-001	113 Poplar Lane	Replace Doors and Windows, Increase Height in Living Room

B. The following is a list of **zoning modification requests** from January 1 to January 31, 2024:

	Zoning Application #	Property Address	Activity
1			

C. The following is a list of **new violation letters** from January 1 to January 31, 2024:

	Property Address	Violation #	Violation	Town Action
1				

D. The following is a list of **active/previous violations** from January 1 to January 31, 2024:

	Property Address	Violation #	Violation	Town Action
1	302 Poplar Alley	OZV-2023-01	Signage	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; Referred to Town Attorney on 12/4/23

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/departments/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, yard, and landscaping concerns, should be filed with the Prince William County Neighborhood Services at www.pwcva.gov/departments/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.

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.

PSD completed its annual review and proposal of the OPD Yearly Training Program to OPD command staff for final approval before implementation.

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

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 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 completed and began staffing the OPD Suppression UTV. This project followed closely behind completing the SOD Garage, donating over 400 hours of time to complete this project. The SOD garage houses the UTV along with SOD equipment.

SOD Officers spent most of the month while special events in town are at a minimum performing preventive maintenance to OPD equipment. SOD Officers prepared for, upstaffed, and responded to incidents during two separate winter weather events. SOD Officers removed the Town's Christmas decorations at the end of the month.



SOD Officers assigned to the HSEM Unit continued to complete its annual review of the Town's emergency plans.

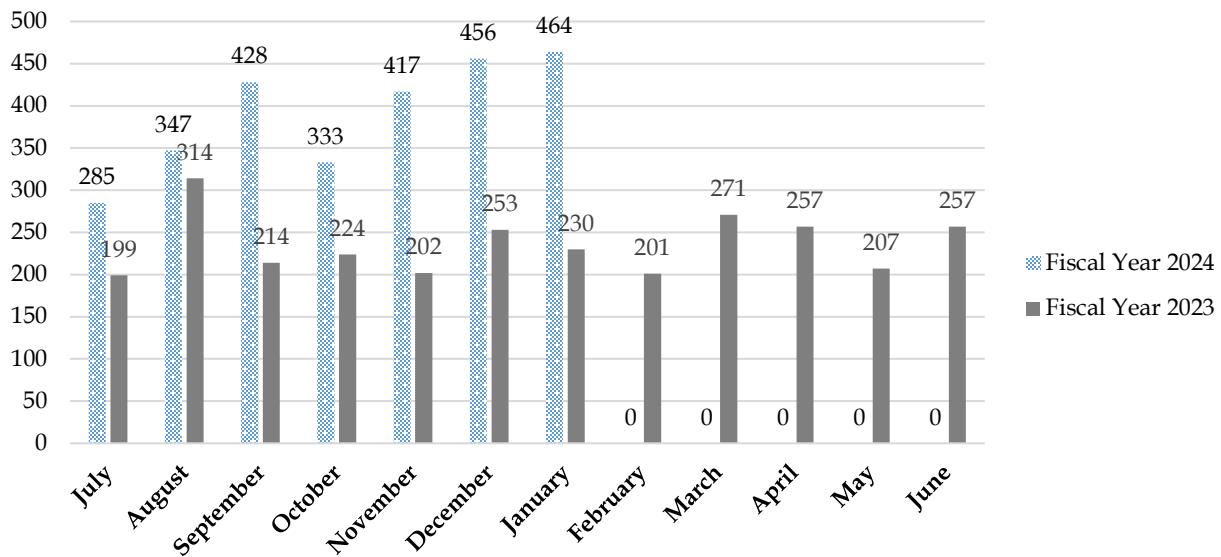
The OPD participates monthly in the Northern Virginia Emergency Response (NVERS) UAS, High Threat Response, and Emergency Managers committees to include the Northern Virginia Regional Intelligence Center monthly briefing.

Patrol and Enforcement Activities:

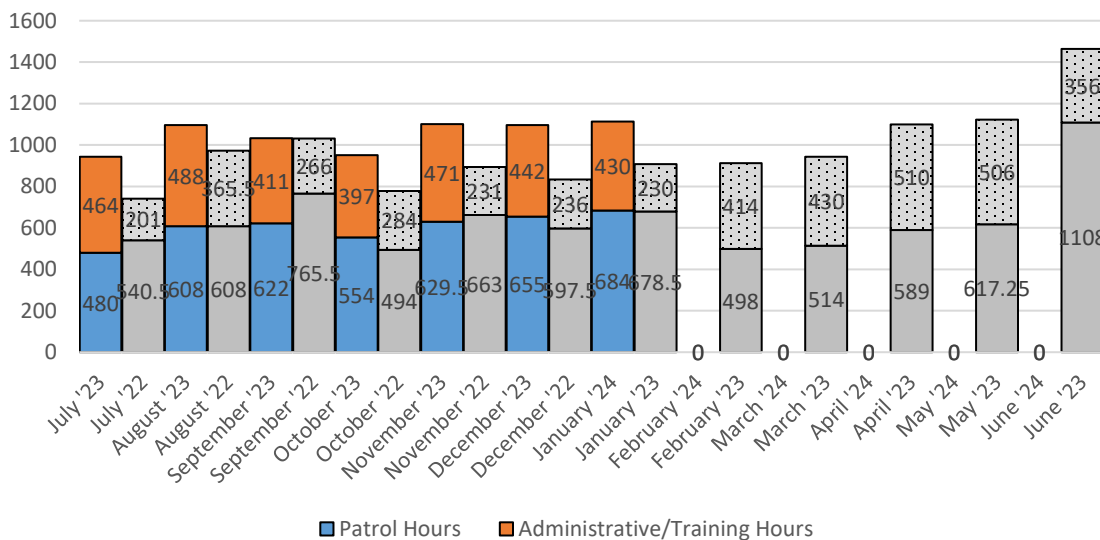
For the month of January, Police had 118 calls for service, with 18 suspicious person/vehicle/circumstance calls, 14 disabled vehicles/motorist assist calls, 7 medical/mental health calls, 7 traffic control calls, 5 vehicle crash calls, 5 roadway obstruction calls, 4 alarm calls, 4 trespassing calls, 3 domestic calls, 3 hit and run calls, 2 recovered stolen vehicles, 2 noise complaint calls, 2 robbery in progress calls, 2 disorderly calls, 1 death investigation call, 1 welfare check call, 1 destruction of property/vandalism call, 1 burglary call, 1 carjacking call, 1 drunk in public arrest, 1 driving impaired arrest, multiple service/assist calls, and made 2 custodial arrests, issued 464 traffic summonses, 109 parking violations, and 78 warnings.

Officers also engaged in 117 business checks and 169 park checks during the month of January.

Traffic Summonses FYTD (GRAPH)



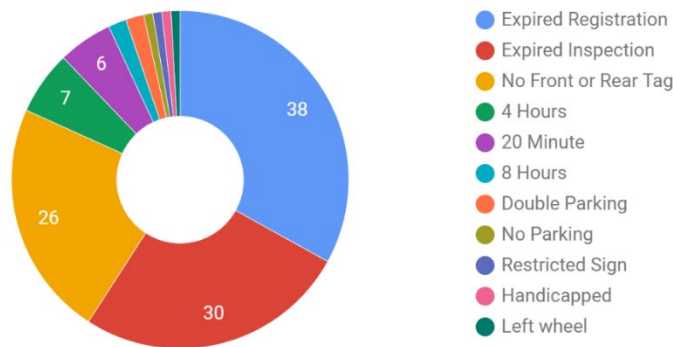
Patrol/Administrative/Training Hours FYTD (GRAPH)



Parking Enforcement (CHART/GRAPH)

Month	Parking Tickets	Warning
July	32	2
August	87	2
September	113	6
October	20	3
November	40	1
December	57	8
January	109	6

Occoquan VA - Tickets By Violation (Month To Date)



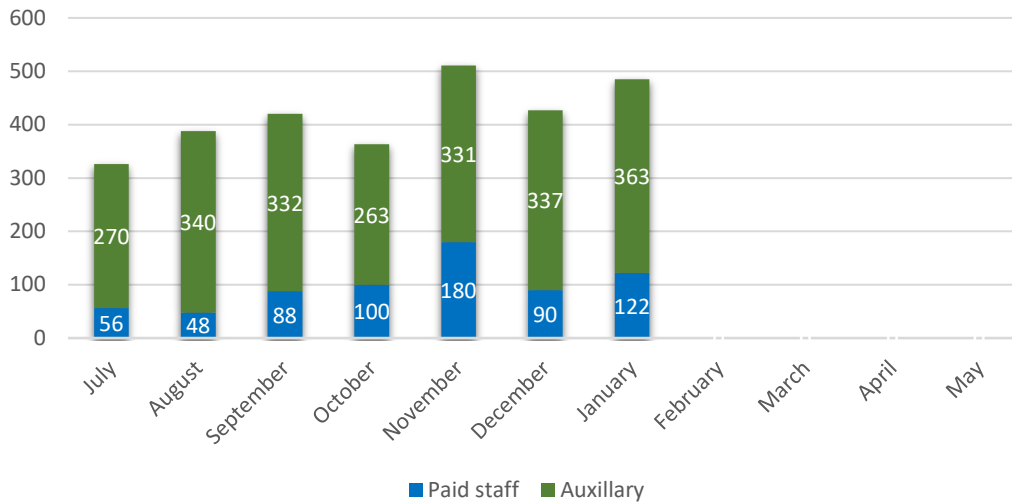
Data as of 1/31/2024, 12:00:00 AM



Volunteer in Police Service

For Fiscal Year 2024, our auxiliary police officers and paid police staff donated a total of 2,920 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
December	1	0	0	0	2
January	0	0	0	0	0
FY Total	41	32	7	41	8
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
December	0	0		0	0
January	0	16		0	0
FY Total	13	104		1	4
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
December	42	0	0	1	1
January	16	0	0	0	0
FY Total	98	18	0	10	2

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/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 Riverwalk	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 (January 2024)

- OPD assisted in the takedown of holiday decorations and lighting
- Staff responded to and mitigated the consequences of two winter weather events during the week of January 14th
- New benches were installed at the Mill House Museum
- Planning and work commenced on a new mural on the River Mill Park LOVE sign

Special Public Works Projects

Projects In-Progress: 14 Projects Completed: 9

Below is an updated list of maintenance activities with statuses updated as of January 31, 2024:

Project	Status	Completion Date	Notes
Building Maintenance			
Refurbish Town Hall Basement Office	Not started		Spring 2024
Repair and Paint Town Hall Eaves	Not started		Spring 2024
Craft Show and Events Support			
Firelight Night Support	Not started		February 2024
Firelight Night Prep	In progress		
Landscaping			
Spring Mulching and Planting	Not started		Spring 2024
Plant lirioppe along Mill St buffer in front of 402 Mill	Not started		Spring 2024
Seed and aerate town parks	Not started		Summer 2024
Hardscaping stairs at LOVE sign	In progress		FY24; materials shortage
Park Maintenance			
Create Brace for Mill Stone	In progress		Spring 2024
RMP Plumbing and Bathroom Upgrades	In progress		New water heater installed in January; further improvements in planning
Install LED Lighting on Footbridge	In progress		Spring 2024
River Mill Park Signage Update	In progress		In PWC permitting
Public Art/Historic Markers			
Fabricate New Surfacing for LOVEsign Mural	In progress		February 2024
Special Projects			
Backup Generator Project	Not started		Paused – OPD Joint Project
Transfer box set up at Annex	Not started		Paused – OPD Joint Project

Project	Status	Completion Date	Notes
Poplar Lot Reorganization	In progress		February 2024
River Road Improvements	In progress		Summer 2024; addressing resident concerns and planning fencing and refuse storage – OPD Joint Project
Contractor Takedown of Holiday Decorations and Lights	Completed	1/29/2024	
Town Staff Takedown of Holiday Decorations and Lights	Completed	1/29/2024	
OPD Takedown of Wreaths and Snowflakes	Completed	1/27/2024	OPD Joint Project
Public Works Inventory	Completed	1/31/2024	
Streets, Sidewalks, and Parking			
Repair and Readjust Wheel Stops Under 123 Bridge	In progress		Referred to VDOT
Seasonal Brick Repair and Replacement	In progress		Winter 2023-2024; marking in progress
Remove debris from RMP manhole	In progress		Spring 2024
Replace Parking Sign at Mill and Washington Parking Lot	Completed	1/8/2024	
Snow Treatment and Removal	Completed	1/15/2024	
Install Memorial Bricks at RMP	Completed	1/17/2024	
Snow Treatment and Removal	Completed	1/19/2024	
Replace Benches at Mill House Museum	Completed	1/31/2024	
Spring Cleaning			
Repair Dogwoods on TH Bricks	Not started		Spring 2024
Powerwash Town Hall	Not started		Spring 2024
Paint and Clean Town Hall Basement Door	Not started		Spring 2024
Repair/Paint Town Hall Basement Steps	Not started		Spring 2024
Powerwash Gaslight Landing Riverwalk	Not started		Spring 2024
Clean and Paint Gaslights	Not started		Spring 2024
Replace toppers on gaslights	In progress		Spring 2024
Remove stickers from town signs	In progress		Spring 2024

Brick Installation and Maintenance Projects

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

Location	Status	Notes
Brick Repairs	In progress	Marking of loose and broken bricks is complete on Mill Street and has moved on to Commerce. Repairs will follow in February.

Events and Community Development

Firelight Night

Visit Occoquan will host Firelight Night on Friday, February 16, from 6pm to 9:30pm in the Mill Street cul-de-sac. Bundle up, grab some friends, and hang under the stars! In addition to fire pits and live music, there will be hot drinks, adult beverages, s'mores kits, and snacks available for purchase.

Admission is FREE! Bench seating will be available, but you are encouraged to BYO camp chairs for guaranteed seating. More information is available at: www.visitoccoquanva.com/firelight.

2024 Events Calendar

Below are the dates for all Town and Visit Occoquan events for the 2024 calendar year:

Feb 16	Firelight Night	Aug 9	Trivia
		Aug 11	Trivia Rain Date
Mar 26-30	The Peep Show		
		Aug 17	Music On Mill Concert
Apr 6	Foto Clean Up		
		Sep 13	Trivia
May 10	Trivia	Sep 15	Trivia Rain Date
May 12	Trivia Rain Date		
		Sep 28-29	Fall Arts & Crafts Show
May 18	Music On Mill Concert		
		Oct 11	Trivia
June 1-2	Riverfest	Oct 13	Trivia Rain Date
June 1	Boat Parade		
June 2	Duck Splash	Oct 25-26	Spirits & Spirits
		Oct 25	Murder Mystery
June 14	Trivia	Oct 26	Costume Parade
June 16	Trivia Rain Date	Oct 26	Haunted Maze
June 15	Music On Mill Concert	Nov 23	Tree Lighting & Firepits
July 12	Trivia	Nov 29-Dec 1	#Shopsmall Weekend
July 14	Trivia Rain Date		
		Dec 7-8	Holiday Artisan Market
July 20	Music On Mill Concert		

TOWN OF OCCOQUAN
FINANCIAL STATEMENTS
AS OF 12/31/2023

	As of 7/1/23 Unaudited	Unaudited Income/ (Loss) YTD FY24	As of 12/31/2023 Unaudited
Nonspendable:			
Mamie Davis Fund	\$ 100,000	\$ -	\$ 100,000
Prepaid Items	\$ -	\$ -	\$ -
Restricted:			
E-Summons Fund	\$ 37,354	\$ 3,291	\$ 40,645
Assigned:			
Events Fund	\$ 87,674	\$ (7,298)	\$ 80,375
CIP Fund	\$ 26,843	\$ (38,520)	\$ (11,677)
Public Safety Grant Fund	\$ 41,496	\$ 12,628	\$ 54,124
Mamie Davis Park Fund	\$ 6,498	\$ 126	\$ 6,624
PEG Fund	\$ 1,955	\$ -	\$ 1,955
Subtotal Assigned:	\$ 164,466	\$ (33,065)	\$ 131,401
Unassigned:			
Operating Reserves	\$ 200,000	\$ -	\$ 200,000
Other Unassigned	\$ 17,286	\$ 181,432	\$ 198,718
Subtotal Unassigned:	\$ 217,286	\$ 181,432	\$ 398,718
Total Fund Balance:	\$ 519,105	\$ 151,658	\$ 670,763

Additional Information:

SLFRF Balance:	\$ 658,340	\$ (124,910)	\$ 533,430
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Town of Occoquan

Budget vs. Actuals

July - December 2023

	Actual	Annual Budget	Over Budget	% of Budget
Income				
40000 TAXES				
40010 Real Estate	\$ 266,331.51	\$ 288,769	\$ (22,437)	92.23%
40020 Meals Tax	\$ 152,062	\$ 357,641	\$ (205,579)	42.52%
40030 Sales Tax	\$ 23,589	\$ 40,000	\$ (16,411)	58.97%
40040 Utility Tax	\$ 18,640	\$ 31,000	\$ (12,360)	60.13%
40050 Communications Tax	\$ 15,197	\$ 33,000	\$ (17,803)	46.05%
40060 Transient Occupancy Tax	\$ 19,311	\$ 21,000	\$ (1,689)	91.95%
Total 40000 TAXES	\$ 495,130	\$ 771,410	\$ (276,280)	64.19%
41000 FEES/LICENSES				
41000 FEES/LICENSES	\$ -	\$ 3,000	\$ (3,000)	0.00%
41010 Vehicle License	\$ 8,024	\$ 11,000	\$ (2,976)	72.95%
41020 Business Licenses	\$ 16,207	\$ 79,140	\$ (62,933)	20.48%
41030 Late Fees	\$ 1,664	\$ 1,500	\$ 164	110.96%
41040 FINES (PUBLIC SAFETY)	\$ 189,897	\$ 349,830	\$ (159,933)	54.28%
41100 Administrative Fees	\$ 3,491	\$ 8,500	\$ (5,009)	41.07%
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	\$ 447	\$ -	\$ 447	
Total 41000 FEES/LICENSES	\$ 222,351	\$ 477,470	\$ (255,119)	46.57%
42000 GRANTS				
42010 LITTER	\$ 2,085	\$ 1,329	\$ 756	156.88%
42020 HB 599	\$ 13,694	\$ 26,821	\$ (13,127)	51.06%
42021 NHSTA (DMV)		\$ 15,375	\$ (15,375)	0.00%
Total 42021 NHSTA (DMV)	\$ 3,757	\$ 15,375	\$ (11,618)	24.44%
42030 SLFRF	\$ -	\$ -	\$ -	
42040 PEG	\$ -	\$ -	\$ -	
42103 Virginia Dept of Fire Programs	\$ 730	\$ -	\$ 730	
Total 42000 GRANTS	\$ 20,266	\$ 43,525	\$ (23,259)	46.56%
43000 RENTALS				
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%
Total 43000 RENTALS	\$ 2,833	\$ 12,113	\$ (9,280)	23.39%
44000 OTHER				
44010 General Fund Interest	\$ 14,742	\$ 10,200	\$ 4,542	144.53%
44020 Events Fund Interest	\$ -		\$ 0	
44030 Mamie Davis Park Interest	\$ -		\$ -	
44040 Bricks Revenue	\$ -	\$ 300	\$ (300)	0.00%
44060 Other	\$ 7,369	\$ 1,000	\$ 6,369	736.90%

Total 44000 OTHER	\$	22,111	\$	11,500	\$	10,611	192.27%
Total Income	\$	762,691	\$	1,316,018	\$	(553,327)	57.95%
Gross Profit	\$	762,691	\$	1,316,018	\$	(553,327)	57.95%
Expenses							
Total 60000 PERSONNEL SERVICES	\$	319,181	\$	734,673	\$	(415,492)	43.45%
Total 60400 PROFESSIONAL SERVICES	\$	66,468	\$	174,325	\$	(107,857)	38.13%
Total 60800 INFORMATION TECH SERV	\$	19,161	\$	40,092	\$	(20,931)	47.79%
Total 61200 MATERIALS AND SUPPLIES	\$	15,836	\$	31,125	\$	(15,289)	50.88%
Total 61600 OPERATIONAL SERVICES	\$	3,944	\$	10,172	\$	(6,228)	38.77%
Total 62000 CONTRACTS	\$	54,655	\$	122,135	\$	(67,480)	44.75%
Total 62400 INSURANCE	\$	20,286	\$	40,300	\$	(20,014)	50.34%
Total 62800 PUBLIC INFORMATION	\$	1,878	\$	4,036	\$	(2,158)	46.53%
Total 63200 ADVERTISING	\$	546	\$	7,640	\$	(7,094)	7.14%
Total 63600 TRAINING AND TRAVEL	\$	9,706	\$	16,510	\$	(6,804)	58.79%
Total 64000 VEHICLES AND EQUIPMENT	\$	26,979	\$	30,050	\$	(3,071)	89.78%
Total 64400 SEASONAL	\$	9,050	\$	11,700	\$	(2,650)	77.35%
64700 FACILITIES EXPENSE							
Total 64800 TOWN HALL	\$	4,576	\$	12,624	\$	(8,048)	36.25%
Total 65200 MILL HOUSE MUSEUM	\$	66	\$	6,500	\$	(6,434)	1.01%
Total 65600 200 MILL ST	\$	-	\$	-	\$	-	
Total 66000 ANNEX / MAINTENANCE YARD	\$	3,038	\$	3,190	\$	(152)	95.25%
Total 66400 MILL ST STORAGE FACILITY	\$	-	\$	-	\$	-	
Total 66800 RIVER MILL PARK & FACIL	\$	8,502	\$	19,318	\$	(10,816)	44.01%
Total 67200* MAMIE DAVIS PARK & RIVERWALK	\$	979	\$	3,350	\$	(2,371)	29.22%
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	\$	3,779	\$	20,600	\$	(16,821)	18.34%
Total 64700 FACILITIES EXPENSE	\$	20,940	\$	70,882	\$	(49,942)	29.54%
Total Expenses	\$	568,632	\$	1,293,640	\$	(725,008)	43.96%
Net Operating Income	\$	194,060	\$	22,378	\$	171,682	
Net Income	\$	194,060	\$	22,378	\$	171,682	

CIP FUND							
		Actual	Annual Budget	over Budget	% of Budget		
Income							
42000 GRANTS	\$	35,905	\$	1,455,060	\$	(1,419,155)	2.47%
42030 SLFRF	\$	124,910	\$	538,079	\$	(413,169)	23.21%
42103 Virginia Dept of Fire Programs	\$	6,403					
Total 42000 GRANTS	\$	167,218	\$	1,993,139	\$	(1,825,921)	8.39%
44000 OTHER							
44060 Other	\$	22,726	\$	9,000	\$	13,726	252.51%
Total 44000 OTHER	\$	22,726	\$	9,000	\$	13,726	252.51%
Total Income	\$	189,944	\$	2,002,139	\$	(1,812,195)	9.49%
Gross Profit	\$	189,944	\$	2,002,139	\$	(1,812,195)	9.49%

Net Operating Income	\$	189,944	\$	2,002,139	\$	(1,812,195)		9.49%
Other Expenses								
70000 CIP EXPENSE					\$	-		
70001 Streetscape	\$	36,865	\$	45,000	\$	(8,135)		81.92%
70003 Street Improvements	\$	-	\$	10,000	\$	(10,000)		0.00%
70004 Sidewalk Improvements	\$	-	\$	-	\$	-		
70005 Building Improvements	\$	19,512	\$	68,000	\$	(48,488)		28.69%
70006 Stormwater Management	\$	122,088	\$	1,806,073	\$	(1,683,985)		6.76%
70014 Timed Parking Equipment	\$	3,588	\$	5,500	\$	(1,912)		65.24%
72006 Riverwalk Improvements	\$	-	\$	26,204	\$	(26,204)		0.00%
74001 Vehicles & Equipment	\$	45,283	\$	49,000	\$	(3,717)		92.41%
74003 Body Armor	\$	936	\$	4,725	\$	(3,789)		19.81%
74005 Police Radios	\$	193	\$	15,000	\$	(14,807)		1.29%
Total 70000 CIP EXPENSE	\$	228,464	\$	2,029,502	\$	(1,801,038)		11.26%
Total Other Expenses	\$	228,464	\$	2,029,502	\$	(1,801,038)		11.26%
Net Other Income	\$	(228,464)	\$	(2,029,502)	\$	1,801,038		11.26%
Net Income	\$	(38,520)	\$	(27,363)	\$	(11,157)		140.78%

E SUMMONS FUND

	Actual	Annual Budget	over Budget	% of Budget
Income				
41000 FEES/LICENSES				
41040 FINES (PUBLIC SAFETY)				
41170 E-Summons	7,326	11,500	(4,174)	63.70%
Total 41040 FINES (PUBLIC SAFETY)	7,326	11,500	(4,174)	63.70%
Total 41000 FEES/LICENSES	7,326	11,500	(4,174)	63.70%
Total Income	7,326	11,500	(4,174)	63.70%
Gross Profit	7,326	11,500	(4,174)	63.70%
Expenses				
60800 INFORMATION TECH SERV				
60860 Hardware/Software & Maintenance	4,035	4,300	(265)	93.83%
Total 60800 INFORMATION TECH SERV	4,035	4,300	(265)	93.83%
61200 MATERIALS AND SUPPLIES				
61220 Operational supplies	-	1,200	(1,200)	0.00%
Total 61200 MATERIALS AND SUPPLIES	-	1,200	(1,200)	0.00%
Total Expenses	4,035	5,500	(1,465)	73.36%
Net Operating Income	3,291	6,000	(2,709)	54.85%
Net Income	3,291	6,000	(2,709)	54.85%

EVENTS FUND

	Actual	Annual Budget	over Budget	% of Budget
Income				
41000 FEES/LICENSES				
41160 Convenience Fees	3,245	5,875	(2,630)	55.24%
Total 41000 FEES/LICENSES	3,245	5,875	(2,630)	55.24%

42000 GRANTS	-	6,000	(6,000)	0.00%
44000 OTHER				
44020 Events Fund Interest	12	1,200	(1,188)	1.02%
44035 Bricks Interest		-	-	
44040 Bricks Revenue	974	1,275	(301)	76.37%
Total 44000 OTHER	986	2,475	(1,489)	39.84%
47000 EVENTS REVENUE		-	-	
47010 Sponsorships	9,233	42,500	(33,267)	21.72%
47020 Booth Rentals	66,860	160,375	(93,515)	41.69%
47021 Ticket Sales	8,937			
47022 HolidayFest		600	(600)	0.00%
47023 River Mill Park	2,820	11,000	(8,180)	25.64%
Total 47021 Ticket Sales	11,757	11,600	157	101.35%
47030 Shuttle Fees	45	60,500	(60,455)	0.07%
47040 Parking Space Sales	3,875	8,900	(5,025)	43.54%
47060 Merchandise	353	3,000	(2,647)	11.78%
47100 Cost Share Reimbursement	1,066	-	1,066	
Total 47000 EVENTS REVENUE	93,189	286,875	(193,686)	32.48%
Total Income	97,420	301,225	(203,805)	32.34%
Gross Profit	97,420	301,225	(203,805)	32.34%
Expenses				
Total 60000 PERSONNEL SERVICES	27,418	84,531	(57,113)	32.44%
Total 60400 PROFESSIONAL SERVICES	10,054	17,600	(7,546)	57.13%
Total 60800 INFORMATION TECH SERV	811	1,200	(389)	67.59%
Total 61200 MATERIALS AND SUPPLIES	7,985	18,025	(10,040)	44.30%
61630 Postal Services	292	-	292	
Total 62000 CONTRACTS	26,137	75,125	(48,988)	34.79%
63200 ADVERTISING			-	
63220 Advertising - Marketing	10,976	19,875	(8,899)	55.22%
63230 Community/Business Supp	3,573	5,000	(1,427)	71.47%
Total 63200 ADVERTISING	14,549	24,875	(10,326)	58.49%
Total 64400 SEASONAL	144			
64700 FACILITIES EXPENSE				
Total 66800 RIVER MILL PARK & FACIL	370	600	(231)	61.58%
Total 64700 FACILITIES EXPENSE	370	600	(231)	61.58%
69200 SPECIAL EVENTS				
69210 HolidayFest	7,672	2,675	4,997	286.80%
69240 Annual Tree Lighting	182			
69220 Volunteer TY / Town Party	1,617	1,575	42	102.67%
69250 River Mill Park Events	1,401	4,850	(3,449)	28.90%
69290 Other Special Events	6,086	3,225	2,861	188.70%
Total 69200 SPECIAL EVENTS	16,959	12,325	4,634	137.60%
Total Expenses	104,718	234,281	(129,563)	44.70%
Net Operating Income	(7,298)	66,944	(74,242)	-10.90%
Net Income	(7,298)	66,944	(74,242)	-10.90%

MAMIE DAVIS PARK

	Actual	Annual Budget	over Budget	% of Budget
Income				
44000 OTHER				
44030 Mamie Davis Park Interest	126	500	(374)	0
Total 44000 OTHER	126	500	(374)	0
Total Income	126	500	(374)	0
Gross Profit	126	500	(374)	0
Net Operating Income	126	500	(374)	0
Other Expenses				
70000 CIP EXPENSE				
72005 Mamie Davis Park Renovations		-	-	
Total 70000 CIP EXPENSE	-	-	-	
Total Other Expenses	-	-	-	
Net Other Income	-	-	-	
Net Income	126	500	(374)	0
TOTAL NET INCOME (LOSS) ALL FUNDS	151,658	68,459	83,199	2

Town of Occoquan
Balance Sheet Comparison
As of December 31, 2023

	Total		
	As of Dec 31, 2023	As of Dec 31, 2022 (PP)	Change
ASSETS			
Current Assets			
Bank Accounts			
10001 Petty Cash - Operating	100	99	1
10022 Checking Account 0058	162,234	50,258	111,976
10024 Money Market 4220	200,372	150,488	49,884
10029 Checking Account 3126	21,778	44,168	-22,390
10033 Events Fund - Paypal	0	10,255	-10,255
10034 VIP - Investment Pool	0	0	0
25-5001 VIP NAV Liquidity Pool 5001	418,726	919,242	-500,516
Total 10034 VIP - Investment Pool	418,726	919,242	-500,516
10082 Mamie Davis Savings 4201	2,238	7,235	-4,997
10083 Mamie Davis CD	100,000	100,000	0
10091 Bricks - PayPal	0	194	-194
10094 Money Market 5997 (deleted)	0	15,583	-15,583
10095 Bricks MM 2125 (deleted)	0	12,318	-12,318
Total Bank Accounts	905,449	1,309,841	-404,392
Accounts Receivable			
10180 Accounts Receivable	367,609	51,304	316,304
Total Accounts Receivable	367,609	51,304	316,304
Other Current Assets			
14990 Undeposited Funds	4,782	1,342	3,439
Total Other Current Assets	4,782	1,342	3,439
Total Current Assets	1,277,839	1,362,488	-84,649
TOTAL ASSETS	1,277,839	1,362,488	-84,649
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
20000 Accounts Payable	47,120	230,456	-183,336
Total Accounts Payable	47,120	230,456	-183,336
Credit Cards			
22000 Credit Cards			0
22010 ExxonMobil	1,496	1,218	278
22020 Home Depot	1,248	0	1,248
22030 Lowe's Proservices	1,695	154	1,540
22040 United Bank Credit Cards	7,309	5,352	1,957
Total 22000 Credit Cards	11,748	6,724	5,024
Total Credit Cards	11,748	6,724	5,024

Other Current Liabilities			
20935 Performance Bond	1,188	35,989	-34,801
20940 Unearned Craft Show Rev	3,550		3,550
20941 Show	0	1,675	-1,675
20942 Parking Fee	0	75	-75
Total 20940 Unearned Craft Show Rev	3,550	1,750	1,800
20960 Unearned Other Revenue			0
20970 Unearned Rental	250	300	-50
20973 Unearned SLFRF Revenue	533,430	783,215	-249,785
Total 20960 Unearned Other Revenue	533,680	783,515	-249,835
20980 Unearned R.E. Tax	558	771	-212
21100 Unearned Fire Dept Grant	9,233	0	9,233
21200 Payroll Liabilities	0	0	0
21230 VRS Employee Contributions	0	27	-27
Total 21200 Payroll Liabilities	0	27	-27
Total Other Current Liabilities	548,209	822,051	-273,842
Total Current Liabilities	607,076	1,059,230	-452,154
Total Liabilities	607,076	1,059,230	-452,154
Equity			
31000 Restricted			0
31100 Mamie Davis (Endowment)	100,000	100,000	0
31200 E Summons Fund	37,354	24,059	13,295
Total 31000 Restricted	137,354	124,059	13,295
31400 Assigned			0
30030 Events Fund	87,674	25,000	62,674
30040 CIP Fund	26,843	101,000	-74,157
31050 Public Safety Grant Fund	41,496	14,283	27,213
31060 Mamie Davis Park Fund	6,498	11,492	-4,994
31070 Public Education Grant Fund	1,955	1,776	180
Total 31400 Assigned	164,466	153,551	10,915
31500 Unassigned			0
30010 Operating Reserve	200,000	187,861	12,139
30020 Unrestricted Net Assets	17,285	0	17,285
Total 31500 Unassigned	217,285	187,861	29,425
32000 Retained Earnings	0	0	0
Net Income	151,658	-162,213	313,870
Total Equity	670,763	303,257	367,506
TOTAL LIABILITIES AND EQUITY	1,277,839	1,362,488	-84,649

Tuesday, Jan 30, 2024 06:53:25 AM GMT-8 - Accrual Basis

**Town of Occoquan - Permit Report
January 2024**

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	
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	Finalized	C - Sign	09/22/2023	12/18/2023
BLD2021-06635	450 MILL ST	TLO FOR THE COTTAGE	Building	Issued	C - Tenant Layout	05/03/2022	
ELE2022-00482	450 MILL ST	TLO FOR POPPS	Electrical	Issued	C - Tenant Layout	12/22/2023	
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	
BLD2024-03071	458 MILL ST	Install Freestanding Post & Panel Sign	Building	Pending	C - Sign		
BLD2024-02864	1402 OCCOQUAN HEIGHTS CT	Installation of solar panels on existing residential roof. 5.46 kW. Addition of 1 0-30A circuit.	Building	Issued	R - Alteration/Repair	12/18/2023	
ELE2024-02971	1402 OCCOQUAN HEIGHTS CT	Installation of solar panels on existing residential roof. 5.46 kW. Addition of 1 0-30A circuit.	Electrical	Issued	R - Alteration/Repair	12/18/2023	
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		

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
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		
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	
BLD2024-02988	109 POPLAR LN	This project is for the construction of a 58'X6' open pile residential dock with 14'X10' "L" head platform, and 4 mooring piles.	Building	Issued	R - Accessory Structure	01/08/2024	
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	
BLD2024-03230	113 POPLAR LN	STRUCTURAL - INTERIOR A/R TO BASEMENT & 1FL: ADDING ROOMS & DOORS, ADJUSTING CEILING HEIGHT, REPLACE EXISTING BEAM WITH STEEL, REPLACING WINDOWS. WET BAR IN BASMENT.	Building	Pending	R - Alteration/Repair		
GAS2024-00297	1608 SEBRING CT	DIRECT REPLACEMENT GAS FURNACE	Gas	Finalied	R - Alteration/Repair	09/20/2023	01/08/2024
BLD2024-00930	104 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6 kW. Addition of [2] 0-30A circuits.	Building	Issued	R - Alteration/Repair	12/05/2023	
ELE2024-01160	104 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 6 kW. Addition of [2] 0-30A circuits.	Electrical	Issued	R - Alteration/Repair	12/05/2023	
ELE2024-01719	110 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 8 kW. Addition of 2 0-30A circuits.	Electrical	Finalied	R - Alteration/Repair	09/29/2023	12/19/2023
ELE2024-01719	110 VISTA KNOLL DR	Installation of solar panels on existing residential roof. 8 kW. Addition of 2 0-30A circuits.	Electrical	Finalied	R - Alteration/Repair	09/29/2023	12/19/2023

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
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	
ELE2023-04914	109 WASHINGTON SQUARE CT	Installation of new, roof-mounted Solar photovoltaic electric system - 8.51kW	Electrical	Finalized	R - Alteration/Repair	08/02/2023	12/20/2023
ELE2023-04914	109 WASHINGTON SQUARE CT	Installation of new, roof-mounted Solar photovoltaic electric system - 8.51kW	Electrical	Finalized	R - Alteration/Repair	08/02/2023	12/20/2023

Development Projects

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 01/08/2024

**Counts business days only.*

Town of Occoquan

<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>
440 MILL ST	BDM2024-00275 In Research	01/12/2024		5	Keaveny, Christopher	Possible property maintenance issues for breaches on the exterior of the building. I was in Town this week reviewing some flooding issues in the Town's River Mill Park. In the course of walking the park, I happened to notice what appears to be a significant breach in the northwestern wall of the historic Rockledge building upper floor windows, as well as apparent exterior wall breaches in the same northwestern wall near the roof line. I have attached a picture of the area in question.	General (Exterior Structure) Windows, Skylights, and Doors GLAZING Exterior Structure-Protective Treatment Exterior Walls	01/17/2024 01/17/2024 01/17/2024 01/17/2024 01/17/2024	01/17/2024		

Total Number of Cases for Town of Occoquan: 1

Total Number of Addresses Affected: 1

Total Number of Violations Issued: 1

Total Number of Cases Closed : 0

Total Number Cases Closed with No Violation: 0

Total Number of Cases Still Open: 1

Total Number of Open Cases with Violations: 1

Average Number of Business Days Cases are Open This Town: 5.00

Average Number of Business Days Cases are Open (Grouped by Address and Date Received) This Town: 5.00

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

Total Business Days of Pending Activities for this Town: 0

PCE Cases Initiated by Town

All Open Cases and Cases Closed On or After 01/08/2024

**Counts business days only.*

Total Number of Cases for All Towns Selected: 1

Summary by Case Status:

In Research	<u>1</u>
	1

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 February 2024 Council Meeting
Date: January 30, 2024

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 November 28, 2023:

1. Worked with staff to address false burglar alarms.
2. Advised staff as to recent Court of Appeals opinion regarding elements of a valid zoning violation notice.
3. Worked with staff on wording of emergency management ordinance.
4. Processed existing zoning violations for court action.
5. Advised staff as to collection of past-due BPOL taxes.
6. Reviewed SLFRF funds transfer into General Fund.
7. Filed with Circuit Court a request to reappoint Walt Seiberling to the Board of Zoning Appeals.
8. Reviewed and approved a memorandum of agreement with Prince William County regarding the police shooting range.
9. Worked with staff on wording of second amendment to lease with Beer Garden.
10. Advised as to pending General Assembly bills of interest to the Town.

February 2024 TAR 4880-0127-6065 v.1



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

9. Regular Business	Meeting Date: February 6, 2024
9A: Request to Use SLFRF Funds to Pay for FY 2024 Government Operations	

Attachments: None

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

Staff is seeking council approval to utilize the remaining Coronavirus State Local Fiscal Recover Funds (SLFRF) funds (approximately \$521,061) to reimburse and pay for the FY2024 operating expenses of the Town Government in accordance with Treasury Department Rules and FAQ.

Background:

The Town received \$949,560.76 under the SLFRF program. The first amount was received in June 2021 and the second received in June 2022. Beginning in February 2022, the Town Council began considering potential projects to fund with SLFRF. Proposed projects were discussed at several Town Council Meetings and community feedback was received at a Town Hall meeting. At the July 19, 2022, Town Council meeting, Town Council approved a SLFRF spending plan. Since that time, several of the projects have been modified, deleted, and/or delayed. Several of the large projects will not meet the appropriation deadline of December 31, 2024.

The Treasury Department has clarified the SLFRF guidelines which permit a SLFRF standard election of \$10,000,000 for lost revenue.

As of 1/31/2024, there is approximately \$521,061 in SLFRF funds that have not been expended. Staff is seeking Council approval to use the remaining SLFRF funds as part of the standard election for lost revenue.

Town Staff Recommendation: Staff recommends adoption.

Cost and Financing: N/A
Account Number: SLFRF

Proposed/Suggested Motion:

“I move that the Coronavirus State Local Fiscal Recover Funds (SLFRF) spending plan adopted on July 19, 2022 be amended to permit the remaining SLFRF funding to be used as revenue loss to pay for the Town’s government operations for Fiscal Year 2024.”



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

9. Regular Business	Meeting Date: February 6, 2024
9B: Request to Refer Zoning Review to the Planning Commission	

Attachments: a. None

Submitted by: Earnest W. Porta, Jr. & Jenn Loges
 Town Mayor / Town Vice Mayor

Explanation and Summary:

This is a request for the Planning Commission to review the Town’s current zoning map and evaluate the extent to which it believes it appropriate to alter the Town’s comprehensive plan and zoning.

Background

A number of jurisdictions in the area have been reviewing their density restrictions over the past year. As Occoquan continues to mature, it seems likely that we too will need to do so in response to expressed needs for additional housing and revenues. Rather than struggle to address such issues when pressed by individual property owners who may wish to sell their properties at a later date and benefit from increased density allowances, it would seem prudent for the Town to consider such changes on its own initiative before such pressures manifest.

Since areas adjacent to other high-density areas are often the most suitable for such changes, the Council at a minimum would like the Planning Commission to evaluate those areas along Washington Street zoned R-1 or R-2 that are proximate to areas zoned R-3. Additionally, there have been repeated suggestions in the past that the parcel immediately east of the Route 123 bridge currently zoned R-1, should be considered for business zoning, and thus the council requests that the Planning Commission evaluate this as well. Last, the Council would like the Planning Commission to review the restrictions on accessory dwellings and determine whether or not adjustments are warranted.

Staff Recommendation: Recommend referral to the Planning Commission.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

“I move to refer a zoning review of the Town’s current zoning map to the Planning Commission to (1) evaluate the extent to which it believes it appropriate to alter the Town’s comprehensive plan and zoning to allow increased density in specific areas, (2)

consider whether the parcel immediately east of the Route 123 bridge currently zoned R-1, should be considered for business zoning, and (3) to review the restrictions on accessory dwellings and determine whether or not adjustments are warranted.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

9. Regular Business	Meeting Date: February 6, 2024
9C: Request to Set a Date to Hear Appeal of Architectural Review Board Denial of Certificate of Appropriateness ARB2023-004	

Attachments: a. None

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a request to set a date for the Town Council to hear an appeal of the Architectural Review Board’s denial of a Certificate of Appropriateness for Application ARB2023-004 at 204 Ellicott Street.

Per Town Code § 157.181 the public hearing must be set within 30 days of receipt of the appeal (by February 28, 2024). The applicant has informed staff that he is out of state and not able to attend a hearing scheduled per the specifications of the Town Code.

Background

On October 25th, 2023, the owner of 204 Ellicott Street submitted an application to the ARB for a Certificate of Appropriateness for the replacement of porch step hand railings on the property. The ARB considered the matter at its December 12, 2023 meeting, but did not render a decision as the applicant was not present. At a meeting on January 23, 2024, the ARB denied the issuance of a Certificate of Appropriateness by a unanimous vote. In accordance with Town Code §157.181, the property owner has appealed the decision to the Town Council, informing the Zoning Administrator in writing.

Staff Recommendation: No recommendation.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

“I move to set a public hearing for [INSERT DATE] on the appeal of the denial of ARB2023-004.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

10. Discussion Items	Meeting Date: February 6, 2024
10A: Discussion on County Response to False Alarms within the Town	

Attachments: a. N/A

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a discussion item to discuss the Prince William County Police and County Attorney’s response to false alarms in the town and review response options for the Town moving forward.

Over the past year, there have been multiple false alarms reported in the town, most coming from one property. The Town Police and the County Police are required to respond to these false alarms. Section 2.5-28 of the Prince William County Code provides that the County Police have the ability to assess fines and modify police response for the users of alarm systems that have more than two (2) false alarm occurrences in a 12-month span.

Currently, the Town does not have an enforcement mechanism for assessing fines or any other penalty on repeated false alarms. As such, it is the opinion of the Town Attorney that enforcement then falls to the County and its ordinance. As of the date of this meeting, the County has abstained from enforcing its false alarms ordinance in the town.

Staff Request: Staff are requesting direction on addressing false alarm issues.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

10. Discussion Items	Meeting Date:
10B: Discussion on River Mill Park Drainage	

Attachments: a. N/A

Submitted by: Bruce Reese
Town Engineer

Explanation and Summary:

This is a discussion item to review the existing drainage issues at River Mill Park and discuss potential solutions. Below is a summary of the issue. The Town Engineer will provide more information during the meeting.

Issue:

After rain and snow events, several areas of the park remain wet or inundated with water for an extended period of time. This is currently exacerbated by runoff coming from the Fairfax Water project site.

Causes:

The Town Engineer believes that, for multiple reasons, the soil in the park has settled at a level lower than expected and that this settlement occurs unevenly across the park due to factors such as pedestrian foot traffic. Lower soil levels means that water will not drain out via the scuppers on the eastern wall unless water levels are several inches high.

Potential Solutions:

The following are two main solution types to the drainage issues:

1. **Additional Soil:** Add soil in those areas that are low to eliminate those low points – the areas would have to be regraded and reseeded. This effort would follow a detailed topographic survey of the park to identify the low areas and determine the new grading configuration to eliminate the low points.
2. **New Drainage System:** Create a secondary drainage system to redirect the surface runoff to locations that can be controlled. This system would likely be least intrusive as a French drain, consisting of trenches dug, lined with a geotextile fabric, with a perforated pipe placed in the bottom, then backfilled with coarse gravel to the surface. Curtain drains are another option, similar to French drains, but are covered in the top 4-6 inches with soil instead of gravel.
 - a. The drains would have to be designed to meet the existing soil layers, existing membrane over the subterranean concrete pads, and any existing drainage system.

Costs:

Costs for the various solutions are difficult to establish without a full analysis of the various components on the park's surface and underground facilities. The following factors will greatly affect the final cost of any drainage solution:

- As-built depths of the various underground components will be critical in establishing the ideal and/or least expensive solution.
- Costs are likely to be increased to accommodate the Water Authority's desire to protect its assets under the park.
- Equipment size, if not equipment use itself, may be severely restricted.
- If all work proposed is to be by hand and light means of moving dirt, the costs would increase.
- French drains cost \$25 to \$50 per linear foot. If the trench is dug by hand and all materials are placed by hand, the cost would likely double or triple.

Staff Request: Staff are requesting direction on addressing drainage issues in River Mill Park.



TOWN OF OCCOQUAN TOWN COUNCIL MEETING Agenda Communication

10. Discussion Items	Meeting Date: February 6, 2024
10C: Discussion on FY2025 Budget and Strategic Framework	

Attachments:
a. Power Point
b. FY2025 Budget Calendar

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a discussion item to review the Town Council's Strategic Framework and review the proposed Budget Calendar in preparation of the FY2025 budget process.

Prior to developing the Proposed Budget for Town Council consideration, Town Council has the opportunity to review the strategic framework and make any updates or alterations to priorities or focus areas that the Town Council wants to address in the coming fiscal year.

Staff Request: Staff is requesting direction on addressing budget matters related to the strategic framework.



FY2025 Budget Strategic Framework and Priorities

TOWN OF OCCOQUAN
FEBRUARY 6, 2024

FY2025 Budget Schedule

- ❑ March 5, 2024 – Budget Work Session #1
- ❑ April 2, 2024 – Budget Work Session #2
- ❑ April 16, 2024 – Budget Work Session #3
- ❑ May 7, 2024 – Public Hearing on Proposed FY2025 Budget
- ❑ May 21, 2024 – Public Hearing on Proposed FY2025 Tax Rates
- ❑ May 21, 2024 – Adoption of FY2025 Tax Rates and Budget



FY 24-25 Strategic Framework



FY24-25 Strategic Framework

Town Council codified their priorities in a Strategic Framework at the April 18, 2023, Council Meeting.

- Capital Tiers vs. Operational Tiers
 - Capital are capital projects.
 - Operational are services or projects involving day to day activities of the Town.
- Tiers
 - Tier 1 - Priorities that are typically more complex, require longer time frame, and are higher cost.
 - Tier 2 - Priorities that are less complex, can be completed in a shorter time, and are generally lower in cost than those of Tier 1.
 - Tier 3 - Continuation of priority items and other items deemed of particular importance.



Capital Tiers

Tier 1

- Constructing a Parking Facility
- Upgrading Stormwater Infrastructure
- Completing Riverwalk

Tier 2

- Developing/Promoting Town as a Trail Junction
- Promoting Connections with Regional Partners
- Improving Town Gateways
- Pursuing Energy Efficiency/Sustainability Enhancements



Capital Tiers (continued)

Tier 3

- **Continue Analysis and Refinement of 3-Pronged Parking Program:** new facility, access to underused facilities, efficient use of existing facilities (timed parking plan)
- **Public Safety Projects:** body worn camera (BWC) program, conversion to energy efficient fleet vehicles
- **Town Properties Improvements:** Mill House Museum, River Mill Park energy efficiency and plumbing upgrades, Furnace Branch Park, Tanyard Hill Road park trail and parking.



Capital Tiers - Status

Tier 1

- **Parking Facility**

- **Upgrading Stormwater Infrastructure**

- **Completing Riverwalk**

Status as of 1/31/2024

- Investigated - No available options

- CFPF Grant / Community Project Grant / DEQ ARPA Grant

- Riverwalk Vision Project / RESC



Capital Tiers - Status

Tier 2

- **Developing/Promoting Town as a Trail Junction**
- **Promoting Connections with Regional Partners**
- **Improving Town Gateways**
- **Pursuing Energy Efficiency/Sustainability Enhancements**

Status as of 1/31/2024

- Town Planning Commission researching and developing a program
- Crosswalk Safety Project / Union Street Sidewalk (Greenway) project
- Welcome Signs and Wayfinder signs installed. Landscaping in Spring 24
- Town Hall Upgrades / EV Charger franchise / CFI Grant



Capital Tiers - Status

Tier 3

- Continue Analysis and Refinement of 3-Pronged Parking Program: new facility, access to underused facilities, efficient use of existing facilities (timed parking plan)
- Public Safety Projects: body worn camera (BWC) program, conversion to energy efficient fleet vehicles
- Town Properties Improvements: Mill House Museum, River Mill Park energy efficiency and plumbing upgrades, Furnace Branch Park, Tanyard Hill Road park trail and parking.

Status as of 1/31/2024

- Parking enforcement personnel.
- Police hybrid vehicles / Body worn cameras
- River Mill Park Upgrades / Annex Storage Enclosure / River Road Storage / Town Hall Upgrades



CAPITAL TIERS

Directions

Additions or Changes

- Tier 1 –
- Tier 2 –
- Tier 3 –



Operating Tiers

Tier 1

- Personnel Recruitment, Retention, and Succession Planning
- Tourism-led Economic Development Programming
- Enhancing Revenue from Town Events Programming

Tier 2

- Monitor Technology Improvements for Productivity Enhancement
- Business Support and Development Programming
- Development of Capital Asset Maintenance Program
- Development of a Business Recruitment Program



Operating - Status

Tier 1

- **Personnel Recruitment, Retention, and Succession Planning**
- **Tourism-led Economic Development Programming**
- **Enhancing Revenue from Town Events Programming**

Status as of 1/31/2024

- New Town Treasurer / Reorganization of events personnel / Addition of PT Events Coordinator
- Visit Occoquan Partnership
- Town events revision



Operating - Status

Tier 2

- **Monitor Technology Improvements for Productivity Enhancement**
- **Business Support and Development Programming**
- **Development of Capital Asset Maintenance Program**
- **Development of a Business Recruitment Program**

Status as of 1/31/2024

- Online payment system / Tall hall point of sale / new Intranet
- Sign code updates / Continuance of quarterly business community meetings
- Researching with the County
- Working with Visit Occoquan / Planning Commission strategic plan



OPERATING TIERS

Directions

Additions or Changes

- Tier 1 –
- Tier 2 –



FY2025 PROPOSED BUDGET GUIDANCE

Maintains current tax rate of \$0.116 per \$100 of assessed value

Maintains current meals tax rate of 3.5%

Maintains current transient tax rate of 7%

Maintains current Vehicle License Fee rates

Maintains current Business Licensing Rates



NEXT STEPS

- Work Session #1: March 5, 2024
 - Discuss Proposed eSummons Fund and Mamie Davis
 - Discuss Proposed Events Fund
- Work Session #2: April 2, 2024
 - Discuss General Fund and Capital Improvement Program
 - Discuss Updates to Funds reviewed at First Work Session
 - Discuss Reserves
- Work Session #3: April 16, 2024
 - Discuss Updates to Funds reviewed at prior Work Session.
- Budget Available to Council/Public: May 3, 2024
- Public Hearing on Budget: May 7, 2024
- Public Hearing on Tax Rates: May 21, 2024
- Adoption of Budget and Tax Rates: May 21, 2024





TOWN OF OCCOQUAN

Fiscal Year 2025 Budget Calendar

ACTIVITY	DATE	TIME
Budget Staff Meeting – Budget Preparation and Task Setting	Tuesday, December 19, 2023	Completed
Town Council Strategic Framework & Budget Calendar Review	Tuesday, February 6, 2024	7:00pm
Staff Meeting – Budget Discussion/Priorities	Wednesday, February 7, 2024	10:00am
Deadline for Department Budget Requests	Wednesday, February 21, 2024	10:00am
Staff Budget Work Session Prep	Monday, March 4, 2024	10:00am
Town Council Budget Work Session #1	Tuesday, March 5, 2024	7:00pm
Staff Meeting – Budget Discussion	Wednesday, March 6, 2024	11:00am
Staff Budget Work Session Prep	Monday, April 1, 2024	10:00am
Town Council Budget Work Session #2	Tuesday, April 2, 2024	7:00pm
Staff Meeting – Budget Discussion	Wednesday, April 3, 2024	10:00am
Town Council Budget Work Session #3	Tuesday, April 16, 2024	7:00pm
Advertise for Tax Rate Public Hearings	Advertising Dates: April 19, 2024	Date to send to paper: Btw April 3-18, 2024
Advertise for Budget Public Hearings	Advertising Dates: April 30, 2024	Date to send to paper: Btw April 16-25, 2024
Proposed FY25 Budget Submitted to Council, Available to Public	Friday, May 3, 2024	COB
Public Hearing: Proposed FY25 Budget	Tuesday, May 7, 2024	7:00pm
Public Hearing: Proposed FY25 Tax Rates	Tuesday, May 21, 2024	7:00pm
Adoption of FY25 Tax Rates and Budget	Tuesday, May 21, 2024	7:00pm

Town Council Meetings/ Actions
 Administrative Deadlines