



**TOWN OF OCCOQUAN**  
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street  
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Occoquan, VA 22125  
(703) 491-1918  
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**Occoquan Town Council**  
**Regular Meeting**  
**July 18, 2017 | 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. **Approval of Minutes**
  - a. June 6, 2017 Regular Meeting Minutes
  - b. June 20, 2017 Work Session Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
  - a. Town Attorney
  - b. Town Engineer
  - c. Building Official
  - d. Town Manager
  - e. Town Treasurer
  - f. Chief of Police
  - g. Boards and Commissions
8. **Regular Business**
  - a. Zoning and Subdivision Ordinance Revised Final Draft Review
  - b. Request to Set Not-To-Exceed Amount for Parking Study
  - c. Request to Approve Bond Release Request and a One-Year Maintenance Agreement for Vistas at Occoquan
  - d. Request to Adopt an Ordinance to Amend the Code of Occoquan to Create the NOVA Arts and Cultural District
  - e. Request to Award Contract for Snow Removal Services
9. **Closed Session**
10. **Adjournment**

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



**OCCOQUAN TOWN COUNCIL**  
**Regular Meeting Minutes - DRAFT**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 6, 2017**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Jim Drakes, and Cindy Fithian

**Absent:** Councilmember Joe McGuire

**Staff:** Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Chris Coon, Town Clerk; Adam Linn, Interim Chief of Police

**1. Call to Order**

Mayor Quist called the meeting to order at 7:01 p.m.

**2. Pledge of Allegiance**

**3. Citizens Time**

Lance Houghton, 440 Mill St., stated that during the Craft Show some vendors drove through and parked in Rockledge. He stated that he would like to arrange something with the Town ahead of the next Craft Show. He also stated that litigation with his neighbor has concluded and he will have some work done to the sewer lateral and the work should be completed by July 8, 2017.

Chris Kiely, 430 Mill St., wanted to warn future developers wanting to develop in Occoquan. He stated that if you want to lawfully use your own property come with money and lawyers. He listed court cases that involved the Town of Occoquan. He stated it took him over a year to receive his copy of the Certificate of Appropriateness. He stated the Town didn't know they had an Architectural Manual until he made the Town find it. He stated that the Architectural Review Board has no credentials or education to judge or weigh architecture. He stated that the Town spent over \$40,000 on a police SUV with a land area of .2 square miles and in his opinion 99% of which is driven outside of town. He stated that the Town unlawfully denied him a permit to use his own property. He stated that his neighbor was shocked that the Town denied him the permit. It took him almost a year to get to the appeals court, which ruled in his favor. It then went to the Circuit Court and again the ruling was in his favor. He stated the Town has still not issued the permit he paid for. He stated that now the Town is recoding the zoning to take away property owners right to build residences on their own property. He said after 283 years of property owners being able to choose what they built on their property in the Business District and now owners need to come begging Town Council. He stated that this is from a Town Council with an embezzler in its ranks. He stated soon they will begin reading from the Embezzlers Sanction Order so the Town has the sense of the kind of people that are on their Council.

Chris Jabs, 103 Edgehill Dr., had new shingles place on his roof and was required to get a permit. He did get a permit but had already started the work, therefore, he was charged

double the regular fees. He indicated his biggest concern was that even if a permit was required, the way it was executed without warning or friendly reminder was not appreciated. He stated that the citizens should have a chance to get a permit before doubling the fees. He noticed the Town website had been updated to include more information but, he believes that the Town could use Prince William County's website examples so citizens know what jobs need permits. He stated that he called for final inspection and there was no reference to an inspection in Building Official's Report. He asked if the Town had informed the Department of Housing and Community Development about the permits being required when they are not needed for reroofing and what was being done to resolve it. He stated that he read in minutes that there was going to be a letter sent to citizens impacted and he wanted to know when to expect a refund.

#### **4. Approval of Minutes**

It was moved to approve the minutes of the April 25, 2017 Work Session Meeting, April 29, 2017 Work Session Meeting, May 2, 2017 Regular Meeting, and May 16, 2017 Work Session Meeting Minutes.

**A motion was made by Councilmember Drakes, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **5. Councilmember Reports**

Councilmember Fithian wanted to thank the Town Staff, Mayor, Town Council members and most of all the volunteers. She said that everyone helped to make the Craft Show a success. She was thankful for two days of good weather and she stated there was a lot of positive feedback.

Vice Mayor Sivigny stated he had some inquiries from citizens. One item was there was a sign that stated "no pets allowed" that was posted in Mamie Davis that was taken down and he wanted to know if it was going to be replaced. The second item was in regards to Verizon cables on power poles that seem to be abandoned.

#### **6. Mayor's Report**

Mayor Quist stated the Craft Show was great and she was happy to report the highest bus revenue in any spring show. She said there was a great volunteer crew of about 50 people. She stated the Town Manager did attend the Craft Show but left when she felt the show was in good hands. She reported that Julie Little did a great job and was only working for six weeks prior to the show. An email was sent to all volunteers to receive feedback for the after action meeting.

Mayor Quist stated she attended a meeting regarding the establishment of the NOVA Arts and Cultural District and all members signed a Memorandum of Understanding. The Town's ordinance to establish this district is currently anticipated for adoption at the July or August Council meeting.

The bid documentation for the re-advertisement of the Canoe/Kayak Ramp project has been completed and advertisement will begin shortly.

## 7. Staff Reports

**A. Town Attorney:** Mr. Crim, Town Attorney, reported on the following:

- i. Kiely litigation-** The litigation regarding has been resolved and he has seen draft Court Orders that have been signed, but have not been entered by the judge yet. He stated that it is relevant to the Agenda Item 8A. He stated that until the Court enters the Order, it is not a Court Order; it is an agreement between two parties.
- ii. Short-term Rental Agreement-** Mr. Crim reported that he presented on the topic of short-term rentals at Virginia Municipal League's Regional Supper. He forwarded the outline and PowerPoint to Mayor and Town Staff. Burns and McDonnell was also given the presentation to incorporate in the Zoning and Subdivision update.
- iii. Miller Brothers -** Mr. Crim stated that he corresponded with Miller Brothers as directed by Town Council and he stated there is a scheduled site visit.
- iv. Roof Permit Refunds -** Mr. Crim stated that he worked on a letter with the Mayor and Staff to send to affected property owners.
- v. Police General Orders -** Mr. Crim and Chief Linn worked on the General Orders draft for the use of force. Mr. Crim reviewed the draft and provided feedback. He also stated that the draft was created with the help of Virginia Municipal League's insurance program.
- vi. Updated Closed Session Form-** Mr. Crim stated that he updated the Closed Session form to reflect laws that will go into effect on July 1, 2017.
- vii. Kayak/Canoe Ramp -** Mr. Crim stated that he worked with Mr. Reese to update the Invitation for Bid for its reissuance.

Councilmember Drakes inquired if the General Orders use of force draft would be available for review. Mr. Crim stated that it would be and it is public record.

**B. Town Engineer:** Mr. Reese, Town Engineer, submitted a report as part of the meeting agenda. He reported some changes to his report:

- i. Kayak/Canoe Ramp -** He stated that the Invitation for Bid #2 should be ready for advertisement this week. He stated that all bids will be due on July 31, 2017.
- ii. Vistas of Occoquan -** He stated that they were a scheduled Agenda Item, but were not able to have everything completed by the date of the Meeting.

Councilmember Dawson inquired about the height of the bathhouse roof on the upper part of the trail in regards to it being a hazard for pedestrians. Mr. Reese stated that he would speak with the Engineering Groupe and see what can be done.

Councilmember Fithian inquired about the Kayak/ Canoe Ramp dates of restrictions. Mr. Reese stated that from February 14 through June 30 there is a restriction from building in the river due to fish migration.

**C. Building Official:** Mr. Barbeau was not present, however, his report was submitted as part of the meeting agenda. No questions were received.

Vice Mayor Sivigny inquired about the process for refunding fees for the citizens who purchased roofing permits that were not required. Mayor Quist stated that a letter will be sent asking citizens affected for specifics about how they would like to receive refund. She also indicated that the Town was going to refund all permit, administrative, and in certain cases, double fees associated with roofing permits.

- D. Town Manager:** Mr. Coon submitted a manager's report as part of the meeting agenda. He also reported on the street sweeper needing maintenance. He stated that the sweeper got a flat tire while in use and that it was parked on Washington St. and would need to be serviced to move it from that location.

It was moved to set a not to exceed amount of \$1,500 for street sweeper maintenance.

**A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be approved. Motion passed by poll vote, unanimous.**

- E. Town Treasurer:** Ms. Rodriguez was not present, however, her treasurer's report was submitted as part of the meeting agenda. No questions were received.
- F. Chief of Police:** Interim Chief Linn provided his May 2017 report with the agenda packet.

Vice Mayor Sivigny inquired if Chief has increased patrol including nights and weekends. Chief stated that he has not established a baseline for the amount of patrol during those times. He did state that since he was hired, more night patrol and weekend patrol has been done.

Vice Mayor Sivigny inquired about the Chief prioritizing community meetings outside of Town. Chief stated that he prioritizes meetings that he attends outside of Town to those meetings that directly impact the public safety of the Town or for training.

Vice Mayor Sivigny inquired about traffic enforcement and patrol hour graphs. Chief then explained the differences between the graphs and the reasoning for the patrol hour graph.

**G. Boards and Commissions:**

ARB and Planning Commission did not meet in May 2017.

**8. Regular Business**

**8A. Request to Consider Extension of Building Period for Kiely Court Project**

It was moved, Pursuant to Virginia Code 15.2-2261 B.1., that the Town Council extend the approval of the Kiely Court subdivision plat and site plan for a period of five years effective upon entry of the Circuit Court order dismissing the case of Kiely V. Houghton, and to

remove the contingency on the approval of the Kiely Court subdivision effective as of the entry of that Court Order, if such order is entered within 60 days of today's date.

**A motion was made by Councilmember Drakes, seconded by Councilmember Fithian that the Action Item be approved. Motion passed by poll vote, unanimous.**

#### **8B. Request to Approve Gaslight Landing Maintenance Bond Release Request**

It was moved to approve Gaslight Landing Maintenance Bond Release Request and to approve the release of \$446, the Gaslight Landing Maintenance Bond on installed landscaping as surety with the Town of Occoquan.

**A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be the motion carried by poll vote, unanimous.**

#### **8D. Request to Approve FY 2018 Refuse Contract**

It was moved to contract with Bates Trucking and Trash Company, Inc. for weekly refuse, recycling, bulk and yard waste collection within the Town of Occoquan for an annual cost of \$49,800 contingent on final Town Attorney review.

**A motion was made by Councilmember Dawson, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **8E. Request to Approve Fee Schedule and New Signage for Dock**

Mayor Quist provided a proposed flat-fee schedule for use of the town's dock: Daytime (out by 4 p.m.), \$5.00; Overnight (4 p.m. – 10 p.m.), \$35.00; fees also apply to rafting watercraft; commercial use, \$500 permit (contact Town Hall).

It was moved to approve the proposed dock fee schedule and install updated signage as presented effective June 6, 2017.

**A motion was made by Councilmember Drakes, seconded by Councilmember Fithian that the Action Item be approved. The motion carried by poll vote, unanimous.**

### **9. Closed Session**

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1), a personnel matter involving appointment or promotion of particular officers or employees namely Town Sergeant/Chief of Police. Councilmember Fithian seconded. The motion carried unanimously. Closed Session began at 8:11 p.m.

The Council came out of closed session at 8:18 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Fithian seconded.

Motion passed, Ayes – Councilmember Fithian, Councilmember Drakes, Councilmember Dawson, and Vice Mayor Sivigny, by roll call vote.

It was moved to appoint Adam Linn as Police Chief/Town Sargent effective June 7, 2017.

**A motion was made by Councilmember Fithian, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **10. Adjournment**

The meeting was adjourned at 8:19 p.m.

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Christopher Coon  
Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Work Session Minutes - DRAFT**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 20, 2017**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Jim Drakes, Cindy Fithian, and Joe McGuire  
**Staff:** Christopher Coon, Town Clerk; Julie Little, Events Director; Bruce Reese, Town Engineer  
**Other:** Angeline Crowder, Burns and McDonnell

**1. Call to Order**

Mayor Quist called the meeting to order at 7:01 p.m.

**2. Regular Items**

**A. Craft Show Report**

Ms. Little reported 35 merchants, 15 food vendors (5 are new), 37 commercial vendors (11 are new) and 133 crafters, (37 are new) registered for the spring craft show. She noted there were 250 vendors in the spring 2016 show, and she attributed the ten fewer vendors to the director position transition. She stated that she has plans to recruit new crafters for future shows. The final costs for the show is not available. The Town Treasurer will report the net revenue with the end of year report.

Councilmember Drakes inquired about indirect expenses. Mr. Coon explained that includes salary for the Events and Community Development Director's salary as well as the salary of the previous Director helping for several hours a week through the spring show.

Ms. Little stated that an after-action meeting was held with Town staff and Mayor Quist and discussed feedback from volunteers, vendors, and staff. Councilmember Drakes stated that he would like a more detailed set of rules for vendors. He stated that all vendors should be held to the same standards. He stated that there was a vendor that had a discrepancy with the rules and drove through the Craft Show during the event and put many people in danger. He wanted to ensure that the rules are enforced and more radios are provided to help address safety issues. Council also stated that they wanted the Commercial Sponsors to be moved off of Mill Street or out of the show entirely. They stated it may mean a loss of revenue upfront, but believed that more crafters would come.

**B. Live Venues Legislation Discussion**

Mayor Quist reported on this topic after discussion during a previous meeting. She also stated that Prince William County is in the process of updating their Live Venues Legislation. She wanted Town Council to review the legislation and see if

they believe the Town will need similar legislation. After discussion Town Council stated that they wanted to have the Town Attorney prepare something that would allow restaurants who have musicians come play regularly and not have to receive a permit. They also wanted to make events in which the host did not collect an entrance fee be exempt from receiving a permit. They also wanted to ensure that individuals applying for the Live Venue permit would have to have valid occupancy permits to ensure the Fire Marshall would be able to enforce any occupancy violations.

### **C. Zoning and Subdivision Draft**

Ms. Crowder, Burns and McDonnell, presented a draft of the Zoning and Subdivision ordinances update. The Council had a long discussion on whether to proceed with changing zoning districts or implementing an overlay district to follow the Comprehensive Plan. Town Council directed Ms. Crowder to develop a Mixed Use overlay district and maintain current zoning districts. Ms. Crowder asked Council for their direction on several topics including vending machines, food trucks, holiday decorations, tiny houses, homestays, and maximum heights. All of the topics discussed will be included and presented in the Final Draft of the Zoning and Subdivision Update at the July 18, 2017 Town Council meeting.

### **D. Traffic/Parking Study Discussion**

Mayor Quist reported that the Town received a scope of work for the Traffic and Parking Study. The cost could range from \$45,000 to \$70,000. The FY17 Budget has \$10,000 set aside for the study and FY18 Budget has \$15,000 set aside for community plan that could be utilized. Mayor Quist indicated that if Town Council and Staff helped with certain tasks then the Town could save nearly \$25,000. Mayor Quist stated that she will continue to work on refining the final cost for the scope of work and bring something to the Town Council meeting July 18, 2017 for a decision.

## **3. Adjournment**

The meeting was adjourned at 9:20 p.m.

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Christopher Coon  
Town Clerk



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Patrick A. Sivigny, Vice Mayor  
J. Matthew Dawson  
Jim Drakes  
Cindy Fithian  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

**TOWN ENGINEER**  
Bruce A. Reese, P.E., L.S.

## **Town Engineer's Report Town Council Meeting - July 18, 2017**

### **Kayak/Canoe Launch - update from last report**

Invitation for Bid (IFB) 2.0 advertised in June, 2017, allowing 45 days for response, on 7/31/17. Pre-bid meeting held 6/28/17, attended by one firm. Tentatively to Town Council 8/1/17, with construction completed, due to "time of year" restriction by 2/15/18.

### **Tanyard Hill property - no change from last report**

Proffer Condition Amendment (PCA) required for any work on site or to add signage. Working with Prince William County Planning staff to establish process and time frames. On schedule to have updated rezoning package, including new proffers, GDP, application, Comprehensive Plan Amendment, narrative, etc. in summer 2017.

### **Vistas at Occoquan - update from last report**

Bond release process started by D. R. Horton to be heard by Council on 7/18/17.

### **Occoquan Heights Landscape Maintenance Bond Release - no change from last report**

Request for landscape bond release submitted by HOA. Inspection conducted with minor replantings required. On-going process.

### **Rivertown Project - no change from last report**

New owner continues to accomplish tasks as needed to have project re-started. On-going process.

### **VDOT Revenue Sharing and Grant Funding - no change from last report**

Met with VDOT representatives on 1/5/17 to discuss options for various funding programs through VDOT (Smart Scale, Revenue Sharing, Highway Safety Improvement Program, Bike-Ped Safety, Transportation Alternatives Set-Aside, Federal Lands Access Programs). Options for improving cross walks proposed. Trail options can be considered.

### **Kiely Court Project - update from last report**

Owner continues to accomplish tasks as needed to have project started. On-going process which includes posting bonds for plat release.

### **Update of Zoning Ordinance and Subdivision Ordinance - update from last report**

Update continues through consultant Burns & McDonnell.

-END-



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 Tyler C. Brown  
 J. Matthew Dawson  
 Jim Drakes  
 Joe McGuire

**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**BUILDING OFFICIAL**  
 Joseph E. Barbeau, Jr.

## JUNE 2017 REPORT TO THE TOWN COUNCIL BUILDING OFFICIAL REPORT - July 18, 2017

### PERMITS ISSUED

- 202 Washington Street, 6/12/2017, Emergency Repairs, to repair MVA damage from the previous night.
- 430 Mill Street, 6/22/2017, Plumbing, to allow the cutting and capping of a sewer lateral that traverses this property serving the adjacent property, in conjunction with the determination of the Civil Court in this matter.
- 101 Poplar Lane, 7/5/2017, Plumbing, kitchen sink and appliance replacement, and, Gas, to replace range, as part of a kitchen renovation project.
- 313 Mill Street, 7/5/2017, Mechanical and Electrical to replace HVAC unit.
- 202 Commerce Street, 7/10/2017, Demo, to expose structural elements for determination of viability, and to ascertain the repair needs of this structure prior to the submission of building plans and construction applications.

### CERTIFICATES OF OCCUPANCY ISSUED

VFW, Mill Street, 6/22/2017, new CO reflecting the occupancy levels that had been established on the Approved Plans, at the time of the previous renovation, and in continuous use since, but had not been posted.

### INSPECTIONS

Date	Activity
6/12/2017	Inspection of structural damage at 202 Washington Street after an MVA knocked out a porch support column. Though a structural component, this damage was minor in nature. The business owner secured the site, and work to repair the damage commenced immediately.
6/19/2017	Inspection of preparations to install deck footings at Occoquan Heights Court; approved.
6/19/2017	Inspection of illegal construction at 105 Washington Street. A platform structure to be used as a treehouse is being constructed within two feet of the rear and left side property lines. Chris is reaching out to the property owner regarding such construction in a setback area, and whether this would need ARB review as well. From a Building standpoint, it falls in the category of an appurtenant or accessory structure, which if it is less than 250 square feet, and less than 10 feet above grade, would be subject to code compliant construction, but not requiring a permit.
7/1/2017	Pre-construction walk through at 202 Commerce Street. Met with lease for this property to discuss issues regarding the conversion of this space to a restaurant facility.

**DOCUMENT REVIEW**

No documents are currently under review.

**ACTIONS**

No actions are underway at this time.

**RECOMMENDATIONS**

There are no recommendations for the Council at this time.

**OTHER**

Various questions from constituents have been received and answered by this department.

**End of Report, submitted on 7/11/2017.**



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## **Town Manager's Report Town Council Meeting - July 18, 2017**

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

### **River Mill Park**

The Town purchased and installed a dehumidifier as recommended by The Engineering Groupe and Miller Brothers to address the mold issue in the basement of River Mill Park bathhouse that was identified last year. A walkthrough of the bathhouse was held on June 1, 2017, and several issues were noted that have been presented to the Phase I contractor, Miller Brothers, Inc.

A warranty walkthrough on the trees planted in the park was conducted in June. Several trees have been marked for replacement in the fall under warranty.

The Summer Concert Series will be held July through September on the first Fridays and third Saturdays of each month. The event calendar is posted on the Town's website. Upcoming Concerts: August 4: Jannel Daliya; August 19: The Amazing Kevin Magic Show

### **LOVE Sign Damage**

The LOVE Sign in River Mill Park was damaged on Saturday, March 25, 2017. Staff is working to repair the sign. The police investigate could not identify a suspect with sufficient evidence of who damaged the sign.

### **Recodification Update**

The Council input regarding the update to the zoning and subdivision ordinances was given to Burn & McDonnell. There will be a Public Hearing on the Zoning and Subdivision Ordinance on August 1, 2017. There will be an additional discussion opportunity on the proposed ordinances during the July 18 meeting.

The Town Code has been sent to Legal Publishing to begin the recodification of the entire Town Code, which is expected to be completed by the end of the current fiscal year.

-END-



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**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**TOWN TREASURER**  
 Carla M. Rodriguez

## Town Treasurer's Report Town Council Meeting - July 18, 2017

### Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Financial Audit	Draft Presented	FYE 2016	Council Adopted - April 4, 2017
Meals Tax Audit	Pending (2)	None	Documentation in review
BPOL Audit		2012 License Year	Research similar locality process

### Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Pink Bicycle Tea Room	0	5/23/17	Received payment

Business License Delinquencies			
Business Name	Length of Delinquency (Years)	Date of Last Notice	Status of Compliance
13 Magickal Moons	2	2/13/17	Final Notice Sent, Follow Up Underway
Excellence Home Health Services	1	2/13/17	Out of Business
Fathom Realty	1	2/13/17	Final Notice Sent, Follow Up Underway
Red Art and Design	1	2/13/17	Final Notice Sent, Follow Up Underway
Tai Chi Jab	1	2/13/17	Out of Business
Ervin Engineering/DECEASED	1	2/13/17	Application filed; no payment

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Fore, Ernest J	0	\$0	06/26/16	Compliant
Houghton, Lance	0	\$0	06/27/16	Compliant
Selecman, James	4	\$296.52	06/27/16	Not Compliant/Follow up Underway

### Other Items of Note

None.



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**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**CHIEF OF POLICE/  
 TOWN SERGEANT**  
 Adam C. Linn

## Occoquan Police Department Monthly Town Council Report July 18, 2017

### Departmental Goals

*(Set by Town Council in February 2016)*

- Goal 1: Protection of private property
- Goal 2: Improvement of pedestrian safety
- Goal 3: Increased patrol hours including nights and weekends
- Goal 4: Prioritizing community meetings outside of town
- Goal 5: Updating department policies

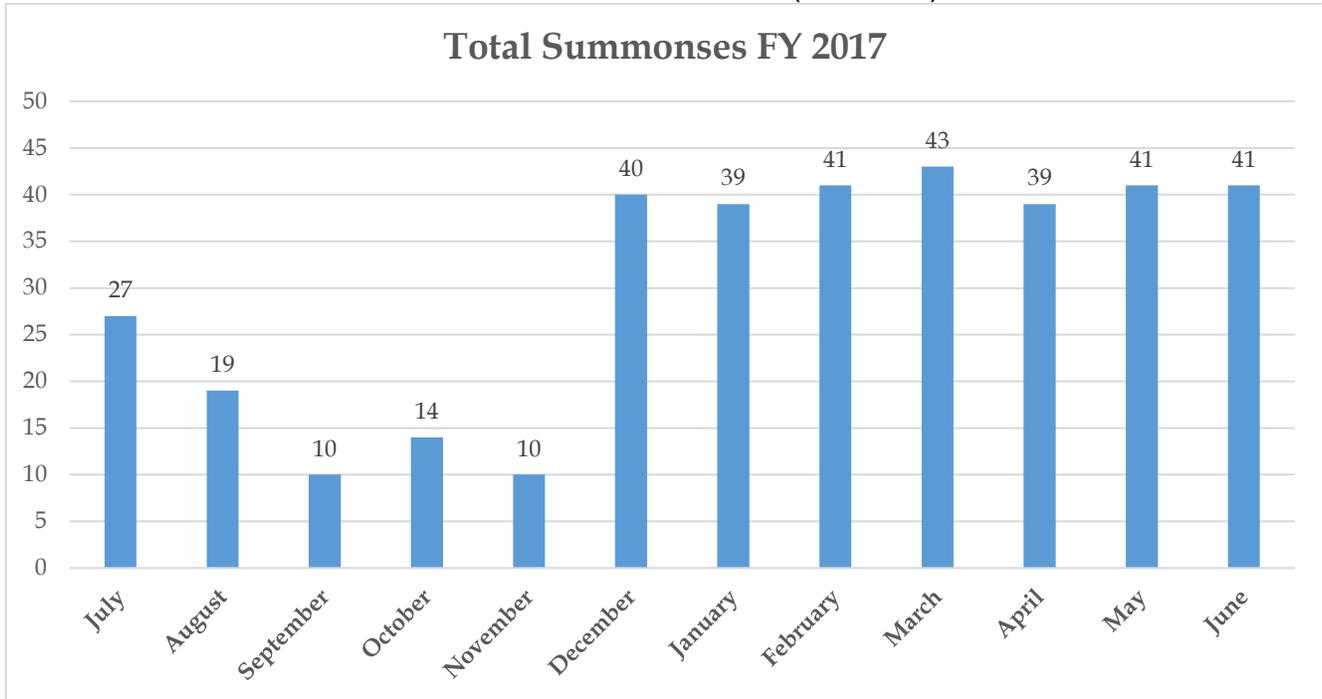
### Significant Incidents

Nature	Date	Location	Details
Court	6/1/2017	Manassas	Attended General District Court.
Identity Theft	6/1/2017	Town	Investigating matter of identification theft. On-going investigation.
Hit & Run Accident	6/2/2017	Town	Responded to an accident at 307 Mill St. for a parked vehicle that had been hit by an unknown vehicle. Took a report and filed the accident report with State.
Arts & Craft Show	6/3-4/2017	Town	Provided public safety during the craft show and responded to multiple calls for heat exhaustion, injuries, and other ailments. Provided traffic control and information assistance to visitors of the craft show.
Disorderly Conduct	6/4/2017	Town	Responded to a complaint of a terminated employee making threats and refusing to leave. The individual was escorted away from the business.
Accident	6/4/2017	Town	Responded to an accident on Washington St. where a driver hit a parked car. Assisted PWCPD with exchange of information.

Service Call	6/8/2017	Town	Fisherman found a bag containing ammunition in the river. Received property and turned over to PWCPD in accordance with Mutual Aid Agreement.
Interagency Meeting	6/12/2017	Town	Spoke with Special Agent with Alcohol Beverage Control Board regarding places serving alcoholic beverages in Town.
Hit and Run	6/13/2017	Town	Unknown vehicle struck and knocked down a porch support at 203 Washington St. Report taken by PWCPD.
Dumpster Fire	6/14/2017	Town	Responded to a dumpster fire at the intersection of Ellicott St. and Poplar Alley. Contacted PWCFD who responded and extinguished the fire. Traffic was temporarily diverted down Mill St. to Union St.
Motorist Assist	6/15/2017	Town	Tractor trailer truck broke down on the 123 Bridge. Provided assistance while truck was repaired.
Suspicious Person/ Trespass	6/15/2017	Town	Received a call from an HOA member of Barrington Pointe of a person passing out fliers and then when asked to leave acting suspicious. Located and identified the individual on Myrtle Pl. Spoke with individual and complainant and the individual was given a Trespassing Notice and escorted out of the area.
Warrant Service	6/16/2017	Town	Assisted PWCPD with an ECO warrant service at a business on Mill St.
Disorderly	6/16/2017	Town	Dispatched to 407 Mill St. for a disorderly disturbance. Responded and with assistance from PWCPD, identified individuals and resolved issue.
Warrant Service	6/16/2017	Town	Received complaint that individual at 205 Mill St had outstanding felony warrant. Assisted PWCPD and determined individual did not have any outstanding warrants.
Suspicious Person	6/19/2017	Town	Received a complaint from a citizen that a "strange" person was looking in cars near 405 Mill St. Responded and observed a person matching the description near the foot bridge.
Motorcycle Accident	6/21/2017	Town	Motorcycle accident occurred on the northbound lane of Gordon Blvd. and the

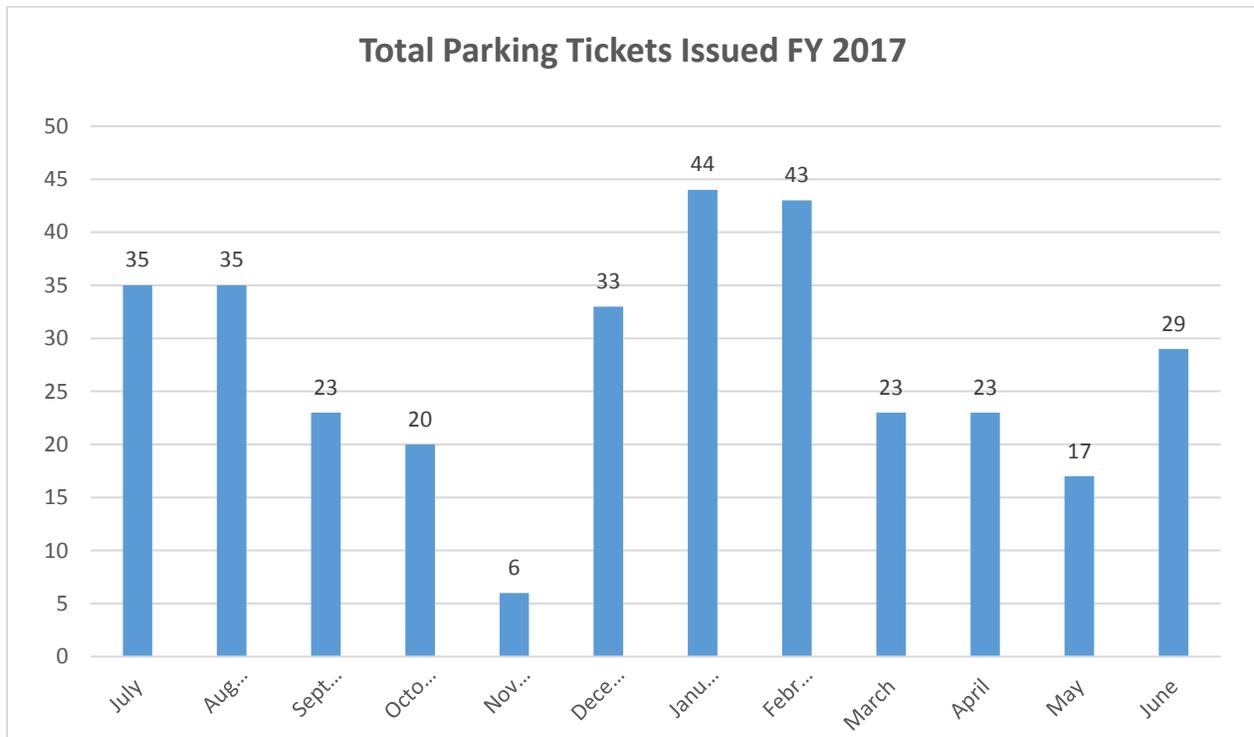
			bridge. PWCPD was dispatched and was primary.
Missing Person	6/24/2017	Town	Dispatched to Mill St to take report of missing non-endangered adult. Spoke with complainant and advised that the report needed to be taken by Maryland law enforcement (Charles County) since it was the last location person was seen.
Residential Alarm	6/25/2017	Town	Dispatched to a residential alarm on East Colonial Ln. Responded to residence and determined it was accidental.
Traffic Complaint/ Warrant Service	6/28/2017	Town	Traffic stop for reckless driving and driving revoked on a driver who had a warrant from Loudoun County. Warrant was executed and driver was taken before magistrate and held without bond.
Auto Accident	6/30/2017	Town	A moving truck traveled on Center Ln and ran off the road and became stuck. PWCPD handled accident.
Suspicious Situation	6/30/2017	Town	Citizen complained about people smoking what was believed to be marijuana under the 123 bridge. Investigated and identified the 2 people but did not find any evidence of marijuana or drug use.
Trespass in Park	6/30/2017	Town	Observed 2 people in River Mill Park after 11:00 pm. Identified people and explained the park is closed at dark.

**Traffic Summonses FYTD (GRAPH) <sup>1</sup>**



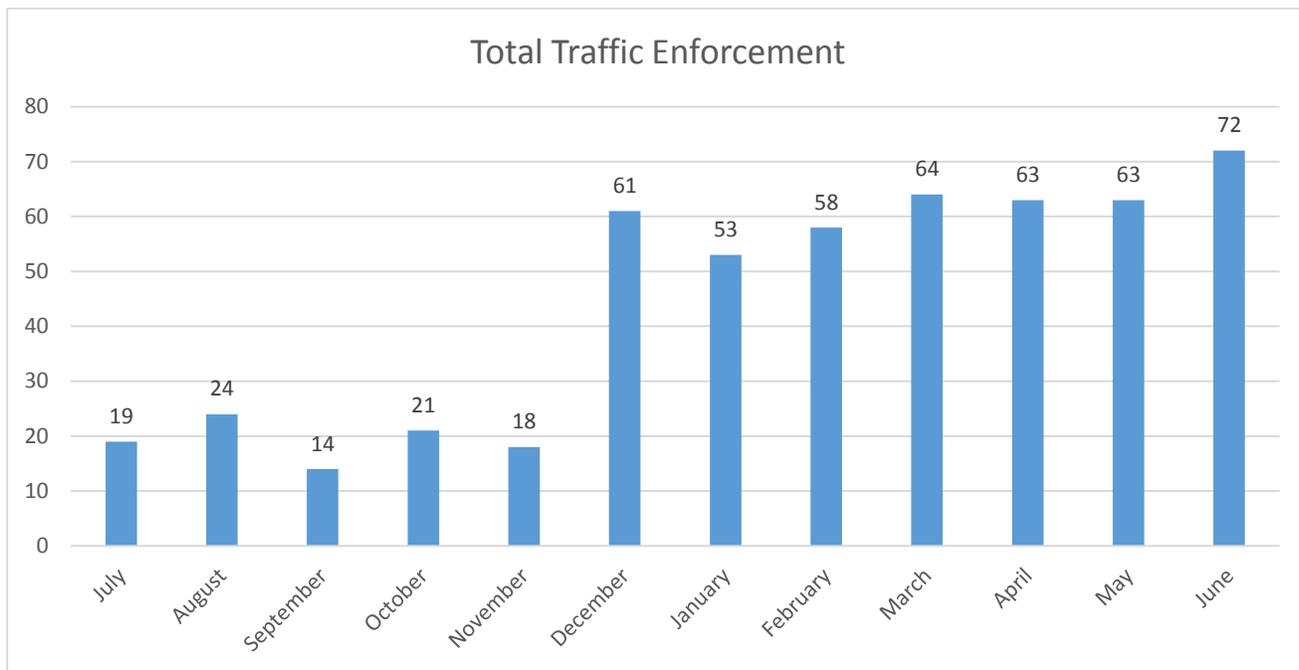
<sup>1</sup>Goals 1, 2

**Parking Tickets Issued FYTD (GRAPH) <sup>2</sup>**



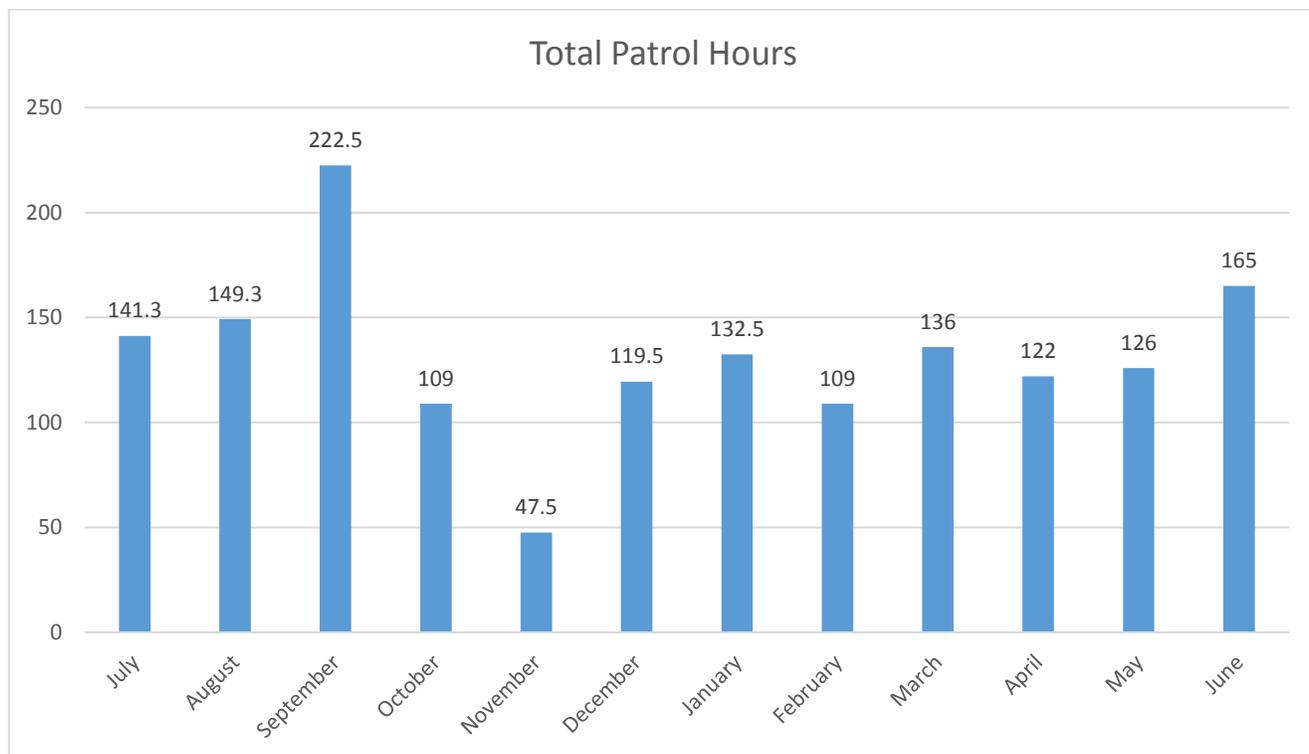
<sup>2</sup>Goal 2

**Traffic Enforcement FYTD (GRAPH)** <sup>3</sup>

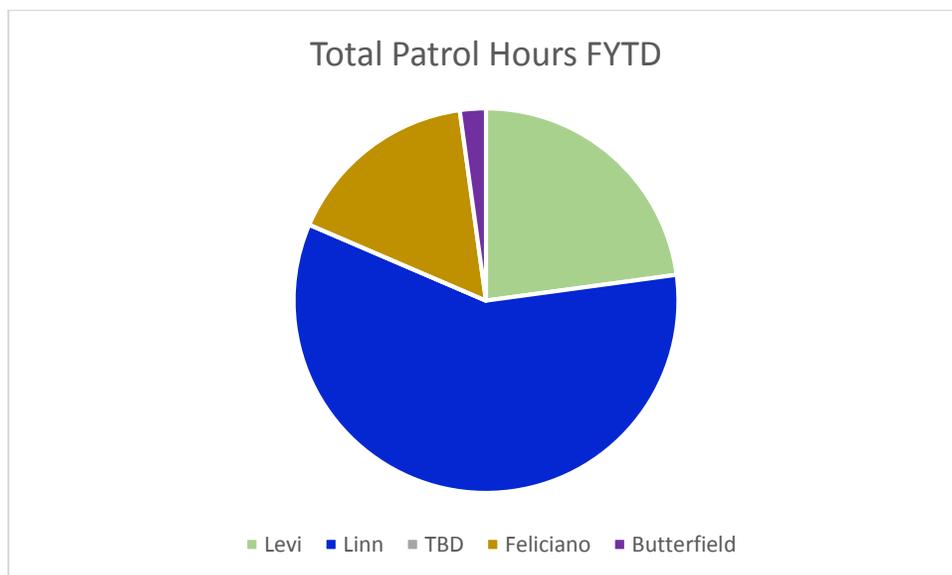
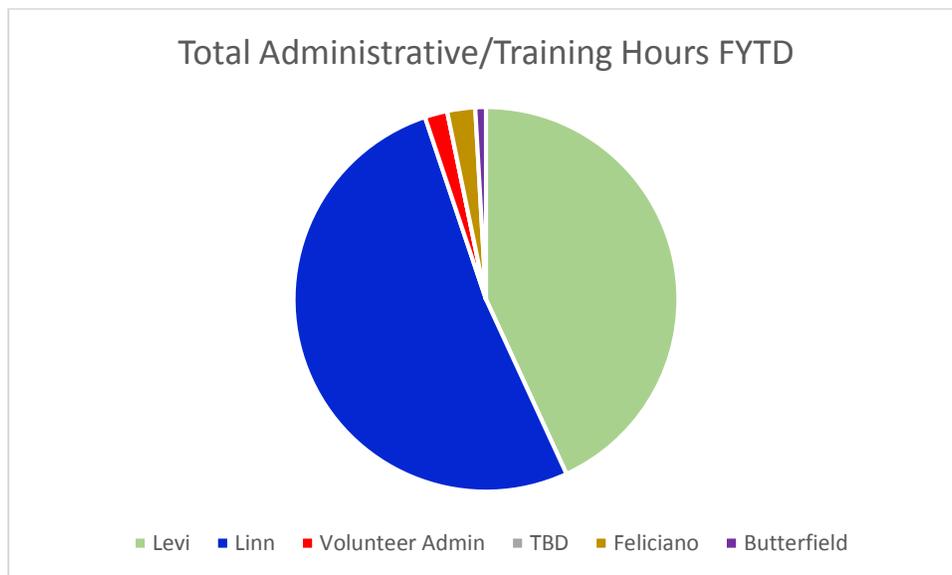


<sup>3</sup>Goal 2

**Patrol Hours FYTD (GRAPH)** <sup>4</sup>



<sup>4</sup>Goals 1, 2, 3



### **Community Relations**

Prepared for and assisted with Spring Arts and Craft Show. Engaged in nightly foot patrols on Town boardwalk.

Engage in foot and vehicle patrols in Town, as well as stop sign and speed compliance details.

### **Current Initiatives**

Finalized and issued General Orders.<sup>2</sup>

<sup>2</sup>Goal 5



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

<b>8. Regular Business</b>	<b>Meeting Date:</b> July 18, 2017
<b>8 A: Zoning and Subdivision Ordinance Revised Final Draft Review</b>	

**Explanation and Summary:**

The final draft of the zoning and subdivision ordinances has been revised based on discussions held during the June 20, 2017 work session. This is the final review of the ordinances prior to the public hearing and subsequent adoption scheduled for August 1, 2017.

The zoning and subdivision ordinance update is anticipated to be completed by August 1, 2017, with the code recodification process to commence immediately afterwards and take approximately nine months to complete. The entire project is expected to be completed by the end of FY 2018 and result in a completely recodified town code with updated and legally compliant zoning and subdivision ordinances, all accessible and searchable in an online database. This is an opportunity to review the final draft before the Public Hearing on August 1, 2017.

**Summary of Issue**

The Town recently completed its 2016-2026 Comprehensive Plan. The plan included discussions on updating the zoning and subdivision ordinances of the Town Code to ensure appropriate land use within the town, specifically within the business district. Zoning within the Town of Occoquan is discussed throughout the document, but is specifically part of the overall vision for 2026. In addition, Action Items number 44, 45, 46, 51, 52, 53, and 54 are all related to the town's zoning and subdivision ordinances.

**Engineer's Recommendation:** Recommend approval to advertise.

**Town Attorney's Recommendation:** Recommend approval to advertise.

**Town Manager's Recommendation:** Recommend approval to advertise.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to schedule and advertise a joint public hearing of the Town Council and Planning Commission on the revised final draft with changes as discussed for August 1, 2017."

8 A: Zoning and Subdivision Ordinance Revised Final Draft Review  
Town Council Regular Meeting - July 18, 2017

OR

Other action Council deems appropriate.

**Attachments:**        Zoning and Subdivision Final Drafts - Revised

### **Mixed Use:**

Based on the discussions with Martin Crim, the preferred route from a legal perspective is to create a new district where residential can be mixed with commercial uses and act as a buffer between the main business district and existing residential areas. If this district is adopted, then residential uses should be removed from the proposed Special Exception section of the B-1 district.

MIXED-USE (MU) DISTRICT (would need to be added to Article II of Ordinance and included in the Establishment of Districts (66-41).

### **Statement of Intent**

The MU district is intended to encourage and accommodate various types, sizes, and housing densities combined with supporting commercial and institutional uses that provide increased residential services within the district and to the Town as a whole. It provides for a variety of housing types and allows for mixing of uses in a manner and scale that promotes the historic character of the town and encourages an environment that is not specifically motor-dependent. This district is designed to act as a buffer between the B-1 zoning district and the residential districts.

### **Uses Permitted**

Bakeries.

Barbershops and Beauty Shops.

Bed and Breakfasts.

Duplexes.

Homestays.

Laundry Facilities.

Libraries.

Multi-family dwellings.

Office Buildings.

Public Assembly, less than 25 seats.

Public Utilities, including poles, lines, distribution transformers, pipes, meters or other facilities necessary for the provision and maintenance of public utilities, including water and sewerage facilities.

Restaurants, eating places.

Retail.

### **Uses Permitted by Special Exception**

Child Care Facilities.

Places of Assembly.

## **Signs Permitted**

Signs shall be in conformance with Article VIII of this Chapter.

## **Setback Regulations**

Buildings shall be located five feet or more from any street right-of-way that is 50 feet or more in width, or 35 feet or more from the centerline of any street right-of-way less than 50 feet in width. This shall be known as the setback line.

For those lots included in the plat recorded in the clerk's office of the county circuit court on January 7, 1805, the setback line may be 30 feet from the center of the street.

## **Height Regulations**

Buildings may be maintained or erected up to 35 feet in height from the average of the finished ground level adjoining the building at all exterior walls; except that:

- (a) A public or semi-public building, such as a school, library or general hospital, may be erected to a height of 60 feet from grade, provided that required front, side and rear yards shall be increased one foot for each foot in height over 35 feet.
- (b) Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four feet above the height of the buildings on which the walls rest.
- (c) No accessory building may be more than one story tall.

## **VENDING MACHINES**

Town of Vienna – development standards for C-1B zone including no vending machines outside of wholly enclosed building.

Martin Crim would like vending machines to be included within the sign regulations.

Add vending machines to 66-364. Prohibited Signs

- (a) 7. Vending machines within the Old and Historic Occoquan District outside of a wholly enclosed structure.

## **AIR B&B AND OTHER SIMILAR TEMPORARY RESIDENTIAL RENTAL**

Include Definition in 66-8

Homestays	A home occupation use, which is accessory to the primary use of a residential dwelling unit or a portion thereof, intended for short term rental as transient lodging in exchange for a charge for the occupancy. The primary use of the dwelling unit shall remain residential.
-----------	--

Modify 66-10 to include Homestays requiring a Home Occupation Certificate and include conditions.

(b) Homestay Home Occupation Certificates

1. Use shall remain residential.
2. No signage shall be permitted.
3. Registration shall be valid from January 1 through December 31 of each year.
4. Appropriate Transient Occupancy Taxes shall be paid to the Town.
5. Only one such Home Occupation shall be granted per property owner.
6. The maximum length of stay is 30 days in any 365 day period.

**FOOD TRUCKS**

Definition included in Section 2.

Can be included in B-1 section and permitted as a by-right use on a B-1 property.

Depending on the needs and wants of Town Council, conditions may be added if they are in keeping with protecting the health, safety, and welfare of the Town.

**HOLIDAY DECORATIONS**

Include Temporary Seasonal Display as accessory to the principal use within all districts with a 30 day allowance. Martin Crim is concerned with the legality of permitted additional time between Thanksgiving and mid-January due to the potential that it is permitting one holiday more time than other holidays.

Permitted Uses:

Temporary Seasonal Display, with the following conditions:

1. Display may not be present for more than 30 days, and
2. Display must be accessory to the principal use of the property.

**ELECTRONIC SUBMISSION**

If Town Council wishes to encourage electronic submission, of site plans and subdivision applications, modification would be required to the submission requirements of the Subdivision Chapter (Chapter 54), Site Plan Chapter (Chapter 46), and references within the Zoning Chapter (Chapter 66).

A minimum of one original, hard copy of the submission package and a CD-ROM or flash drive with the full package in pdf format should be required.



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

<b>8. Regular Business</b>	<b>Meeting Date:</b> July 18, 2017
<b>8 B: Request to Set Not-to-Exceed Amount for Parking Study</b>	

**Explanation and Summary:**

This is a request to set a not-to-exceed amount to conduct a parking study within the Town of Occoquan. The Town Council discussed the purpose of the parking study during its June meeting and the attached proposal is based on the revised scope as discussed. The proposal's cost is based on the collection of data to be performed by town volunteers and staff, with all data being provided to the contractor by August 31, 2017. In addition, a community meeting is included to obtain additional feedback from businesses and residents to be included as part of the final report.

**Explanation of the Issue**

Occoquan's 2016-2026 Comprehensive Plan recommends that the Town develop a parking and traffic strategy to address the challenges facing the historic business district. It further calls for a parking and traffic study to identify peak hours, parking solutions and traffic control considerations focused on the downtown and adjacent areas.

The FY2018 CIP budget includes \$25,000 for a Community Plan. This proposal is for a parking study only, which is an integral component to an overall community plan. Due to the cost, the traffic study and the development of an overall community plan is not included in this project and may be scheduled in the future pending available funding. This proposal helps to reduce the overall cost for the parking study by having volunteers and/or staff collect and provide required data to the contractor. The information gathered from this study will go toward the development of the Community Plan.

Legacy Engineering, the Town Engineer, will oversee the study.

**Engineer's Recommendation:** Recommend approval.

**Town Attorney's Recommendation:** Recommend approval.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** \$17,700

**Account Number:** FY2018 CIP, Community Plan

8 B: Request to Set Not-To Exceed Amount for Parking Study  
Town Council Regular Meeting - July 18, 2017

**Proposed/Suggested Motion:**

"I move to set a not-to-exceed amount of \$17,700 from FY2018 CIP, Community Plan, for the purpose of conducting a parking study."

OR

Other action Council deems appropriate.

**Attachments: (1)** Parking Study Proposal

## TOWN OF OCCOQUAN PARKING STUDY

### Project Understanding

The Town of Occoquan (Town) is seeking a town-wide parking study to be prepared under its term contract with Legacy Engineering, PC, (LEPC). Johnson, Mirmiran and Thompson, Inc. (JMT) will provide the Scope of Services outlined below as a sub-consultant to LEPC. The Study will serve as a part of the Town's upcoming Community Plan. The Town will play a major role in the manpower required for this Parking Study as outlined below.

JMT's proposed Scope, Schedule and Fees are as follows.

### Scope of Work

#### **Task 1 – Research / Review of Existing Documents - \$2,500 Lump Sum**

JMT will review the following information to identify and document available data regarding the Town's past parking planning and document issues, plans, etc. The Town will furnish all documents to JMT for review in either electronic or hard copy format.

- a. Town Comprehensive Plan
- b. Town Council Priorities / Anecdotal Notes
- c. Available Town records related to parking (anecdotal studies / inquiries / complaints)
- d. Previous traffic counts, parking counts, or other data collection efforts

**Deliverable** = None (to be summarize in Memo; see below)

#### **Task 2 Parking Study**

JMT and the Town will work together to collect a town-wide inventory and parking occupancy as follows:

- a. JMT will prepare a spreadsheet and simple, graphical map for use by Town staff to collect an existing inventory of parking. Town staff will determine the study area (assumed to include all of the Historical Downtown plus certain adjacent areas within the Town limits) for the inventory and will perform the entire parking inventory of spaces / type / restrictions on time (if any) / metered vs. non-metered, for the following space types:
  - i. Public
  - ii. HC
  - iii. Delivery
  - iv. Business / Employee
  - v. Residential
  - vi. Other

**Deliverable** = Tabular Summary & Graphical (aerial overlay) Display - **\$1,000**

- b. Town staff will collect public surface lot occupancy data on an hourly basis for all public parking within the study area defined above. It is anticipated that the Town will collect digital photography of sections of parking on an hourly basis, supplemented with hand / field notes as necessary to obtain an accurate, legible understanding of the occupancy of each space in the study area during the times noted below.

The occupancy data will be collected by the Town as follows:

- i. For one (1) typical weekday during the summer (counts each hour from 7am – 7pm)
- ii. For one (1) typical Saturday during the summer (counts each hour from 7am – 7pm)

- iii. For one (1) Special Event Saturday during the summer (assumed for a concert event, from 3pm – 7pm)

The Town will compile the data in a usable format and will transmit the photos to JMT for JMT's use to determine hourly turnover. JMT will provide support and direction as needed during this task to help guide the Town's efforts collecting and compiling data.

**Deliverable** = Tabular & Graphical Summary of Occupancy & Dwell Time/Turnover Rate, by lot or other logical grouping - **\$4,500**

c. Community Input Meeting

JMT will attend one (1) community input meeting to provide an overview of the parking study process and gather input from the Citizens. JMT will prepare one (1) aerial exhibit (24" x 36" color) for display purposes and use in orienting the audience to the study area. The cost for this task includes travel time and mileage expenses.

It is assumed that the meeting will last up to three (3) hours in a format to be determined by the Town. It is assumed that the Town will make all arrangements for the meeting including determining a suitable venue, venue booking and setup, and publicity for the meeting. The Town will provide sign-in sheets and prepare comment forms. Any formal presentation items (i.e. PowerPoint, associated A/V setup, etc.) will be prepared by Town. Town staff will record questions / input received from members of the audience and summarize them in a written memo format.

**Deliverable** = Meeting attendance, display graphic - **\$1,600**

d. Parking Demand Analysis - **\$5,000**

- i. JMT will conduct an evaluation of estimated parking demand using standard traffic engineering parking demand calculations for the following:
  - 1. # of Residents
  - 2. SF of Businesses (for employee + estimated patrons)
  - 3. Tourism / special event demand

For the above, the Town will furnish JMT with estimated # of residential units by type (i.e. single family, condominium, apartment, etc.) and will identify the locations of commercial establishments by type (retail, restaurant, office, other). JMT will measure estimated square footages of commercial uses using Google aerial mapping tools.

For special event (concert) traffic, Town will provide JMT with estimated attendance (head count). JMT will convert head count attendance figures into estimate parking demand using standard vehicle occupancy rates for special events.

- ii. JMT will compare the estimated parking demand on weekday and Saturday (typical and Special Event) relative to parking supply and will create tabular and graphical summaries of the supply/demand results.

JMT will estimate the influence of adding metered and/or time restricted parking within the study area and will generate an estimated future parking demand vs. supply table and graphics to compare to the existing supply / demand.

JMT will provide recommendations to the Town for changes to the following:

1. Location of parking
2. Metered/Timed parking
3. Use of parking permits
4. Policy recommendations to enhance parking in the Town
5. Parking enforcement recommendations

e. Summary Parking Study Memo - **\$2,000**

JMT will prepare a brief summary memorandum to document the following aspects of the above tasks.

- i. Introduction and Background
- ii. Study Methodology
- iii. Review of anecdotal info + document Comp Plan, Town Council, etc. concerns
- iv. Review and Summary of Parking Demand Analysis
- v. Results (Inventory & Occupancy / Turnover) and Recommendations

JMT will submit the memorandum to the Town in Draft format prior to the Council Work Session (next task). Following the Council Work Session, JMT will receive feedback from the Town and finalize the memorandum. JMT will deliver the draft and final memorandum to the Town in PDF format.

It is assumed that any hard copy printing/reproductions will be by the Town.

**Task 3 – Attend Council Work Session**

JMT will attend one (1) Town Council Work Session to present the findings of the draft recommendations and answer questions from the Council. The cost for this task includes travel time and mileage expenses.

**Deliverable** = Meeting attendance - **\$1,100**

**Exclusions**

- i. Traffic Study
- ii. Circulation / Speed / Cut through Study
- iii. Multimodal Study (assessing bicycle / transit / pedestrian influence on parking demand)
- iv. Surveys
- v. Additional meetings / council hearings / work sessions

**Scheduled Completion Dates – All Tasks Assume Notice to Proceed (NTP) of 7/21/2017**

Task 1 – Within 3 weeks of Notice to Proceed – August

Task 2a – Town to deliver inventory to JMT by July 31, 2017

Task 2b thru 2c – JMT to deliver tables/maps to Town by August 11, 2017, Town to conduct data collection during remainder August; Community Meeting TBD in August

Task 2d and 2e – Parking Memo (draft) by October 9; Final Draft by November 1, 2017 (for Nov. 7<sup>th</sup> Council)

Task 3 – Work Session Presentation – October 17, 2017



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

<b>8. Regular Business</b>	<b>Meeting Date:</b> July 18, 2017
<b>8 C: Request to Approve Bond Release Request and a One-Year Maintenance Agreement for Vistas at Occoquan</b>	

**Explanation and Summary:**

This item is a continuation from the June 6, 2017 Town Council meeting.

D.R. Horton, Inc. has requested that the Town release bonds associated with the Occoquan Heights Development. Currently, the Town holds a combined landscape and subdivision bond, and performance and site and erosion control bonds in the amount of \$314,989.60. The as-built drawings were approved by Town Council on May 2, 2017.

D.R. Horton has provided a one-year Maintenance Agreement and submitted a cash bond in the amount of \$4,974.50 to the Town. The Maintenance Agreement requires a bond to be posted that is ten percent of the originally approved landscape and subdivision bond of \$49,745.00

**Outstanding Project Sureties**

Site and E&S Bond, **\$111,252.50**

Performance Bond, **\$153,992.10**

Landscape/Subdivision Bond, **\$49,745.00**

**Total: \$314,989.60**

**Maintenance Bond Surety**

One-Year Maintenance Bond, **\$4,974.50**

**Engineer's Recommendation:** Recommend Site and E&S, Performance and Landscape/Subdivision bonds be released and the One-Year Maintenance Agreement be accepted.

**Town Attorney's Recommendation:** Concur with Engineer's recommendation.

**Town Manager's Recommendation:** Concur with Engineer's recommendation.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to approve the release of the Vistas at Occoquan landscape/subdivision, performance, and site and erosion control bonds in the amount of \$314,989.60, and accept the one-year Maintenance Agreement on installed landscaping in the amount of \$4,974.50."

8 C: Request to Approve Bond Release Request and One-Year Maintenance Agreement  
for Vistas at Occoquan  
Town Council Regular Meeting – July 18, 2017

OR

Other action Council deems appropriate.

**Attachments: (3)**    Vistas at Occoquan - Staff Report  
                              Vistas at Occoquan – Approved As-Built Drawings  
                              Vistas at Occoquan – Maintenance Agreement



# 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**  
Elizabeth A. C. Quist, Mayor  
Patrick A. Sivigny, Vice Mayor  
J. Matthew Dawson  
Jim Drakes  
Cindy Fithian  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

## STAFF REPORT TOWN OF OCCOQUAN VISTAS AT OCCOQUAN

Applicant: DR Horton

Prepared by: Ned A. Marshall

Date: June 21, 2017

### PART I

#### A. EXECUTIVE SUMMARY

A final as-built drawing is required to be submitted as a part of the bond release procedure to verify the improvements have been installed in general conformance with the approved site plan. As-builts were approved on May 5, 2017, by the Town Council.

The Applicant has also requested the sureties posted for the property be released in full, with only a one-year landscape maintenance surety to remain.

#### B. DESCRIPTION OF PETITION

The Applicant requests the release of the currently posted erosion and sediment, site improvement, and landscape sureties.

#### C. APPLICABLE REGULATIONS

1. SEC. 54-169 (j) (1) A. PERFORMANCE BOND
2. Sec. 54-169 (j) (2) Maintenance Bond
3. Sec. 54-169 (j) (5) Final As-built Drawings
4. Section 18-38 (b) Issuance of Land Disturbing Permit and Surety

### PART II

#### A. ANALYSIS OF EXISTING CONDITIONS

1. Lot Area - ±0.97 acres

2. Location - East side of Ellicott Street, north of Union Street
3. Buildings/Structures - 8 Townhouse units, Zoned R-3
4. Access - Ellicott Street
5. As-Built Status – Approved by Town Council May 5, 2017
6. Surety Status – Site walked and punch-list generated. Follow-up inspection revealed all necessary corrections made. Site is in conformance with approved plans.

### PART III

#### STAFF CONCLUSIONS

Staff has reviewed the approved plans and inspected the site for conformance to those plans. All bonded work is in place and operating as designed. Landscaping has been placed in general accordance with the approved site plan (either exceeding the approved plan plant count or with a generally accepted plant substitution).

I recommend the site, landscape, and erosion control bonds be released, contingent upon:

1. Developer executes an Agreement for maintenance and posts a 1 year maintenance bond to cover the costs of potential failed landscaping. The maintenance bond should be posted at 10% of the originally approved landscape bond of \$36,785, or \$3,678.

**PREPARED BY:** Ned A. Marshall, Zoning Administrator   
**DATE PREPARED:** June 20, 2017

cc: File  
Kirstyn Jovanovich, Town Manager, Town of Occoquan  
Chris Coon, Town Clark

Town of Occoquan  
Virginia  
MAY 17 2017  
RECEIVED



May 1, 2017

Ms. Liz Quest, Mayor  
Town Of Occoquan  
314 Mill Street  
P.O. Box 195  
Occoquan, VA 22125

RE: Vista's at Occoquan – DR Horton – Bond Release Request

Dear Ms. Quest,

The purpose of this letter, along with the enclosed \$200 fee check, is to formally request the release of all bonds posted by DR Horton for their project, Vista's at Occoquan. Below are the specific bonds DR Horton has tied to this project:

Type	Bond Number (& Co.)	Amount
Performance Bond	259265 (IFIC)	\$153,992.10
Landscape/Subdivision Bond	259266 (IFIC)	\$49,745.00
Erosion & Siltation Bond	TFTS-926478 (JPMorgan Chase)	\$111,252.50

It is my understanding that DR Horton will need to submit a Maintenance Agreement and bond for items requiring a 1 year maintenance period; these documents can be submitted when the Town confirms the reduced amount of the applicable bonds. If you need anything additional to process this release request, please feel free to call me at (703) 895-5708, or email me at [Rachel@helpcomm.com](mailto:Rachel@helpcomm.com).

Thank you for your time!

Sincerely,

Rachel Lowman  
Bond Release Coordinator  
Helpcomm, Inc.

8760 Virginia Meadows Drive Manassas, VA 20109 Phone 703.334.5495 Fax 703.334.5499

Maintenance Bond No.: 415406  
 Page 1 of 4

Town of Occoquan  
 Virginia  
 MAY 12 2017  
 RECEIVED

**TOWN OF OCCOQUAN**  
 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125  
 703-491-1918 • 703-491-4962 (Fax)



**CASH BOND**  
 (for follow-on Maintenance Agreement)

<b>OBLIGOR</b> Legal name(s)	D.R. Horton, Inc. (hereinafter called "Obligor")			
<b>OBLIGEE</b>	<u>Town of Occoquan</u> (hereinafter called "Obligee" or "Town")			
<b>APPROVED PLAN NAME</b>	Vistas at Occoquan (hereinafter called "Approved Plan")			
<b>PLAN NUMBER</b>	8393-64-3014-R00-S04			
<b>AGREEMENT DATE</b> (Maintenance Agreement Date)	_____			
<b>PERFORMANCE DATE</b> (Maintenance Agreement Expiration Date)	_____			
<b>AMOUNT OF CASH BOND</b>	(In U.S. Dollars)			
	Million(s)	Thousand(s)	Dollar(s)	Cents
		4	974	50

WHEREAS, Obligor previously executed a Performance Agreement with the Town (check **ONLY ONE** per form) for:

- SITE/SUBDIVISION IMPROVEMENTS
- EROSION AND SEDIMENT CONTROL
- LANDSCAPING
- STORM WATER MANAGEMENT
- LAND-DISTURBING ACTIVITY EXCEEDING AN AREA OF 2,500 SF AND LESS THAN 1 ACRE (INCLUDING SINGLE-FAMILY RESIDENCES)

requiring installation of all facilities and improvements shown on the Approved Plan and;

WHEREAS, Obligor desires to post a bond, in cash, to secure performance of the terms and conditions of a follow-on Maintenance Agreement; and

WHEREAS, the Performance Bond is being released contemporaneously with execution of this Cash Bond and the follow-on Maintenance Agreement of even date with this Cash Bond;

NOW, THEREFORE, Obligor and the Town as Obligee, hereby agree as follows:

1. The Town acknowledges receipt of the cash bond amount of Four-Thousand, Nine Hundred-Seventy Four Dollars & 50/100 (\$ 4,974.50), to be invested, held and applied in accordance with the terms of this Cash Bond.

2. Obligor is held and firmly bound to the Town in the sum written above in lawful money of the United States of America, and deposits said cash as security for Obligor's performance of the Maintenance Agreement identified above. Whereof Obligor binds itself, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Cash Bond.

3. Town shall deposit said sum in an interest-bearing account in an institution insured by FDIC or FSLIC for the term of the Maintenance Agreement and any approved extensions thereof, provided that the principal sum may be reduced and refunded to Obligor in accordance with state law.

4. If the Obligor defaults in the performance of all or any part of the obligations of the Maintenance Agreement, the Town's designated agent for performance agreement compliance ("Designated Agent") shall give written notice of same to Obligor, specifying the items of breach. Notice expressly given under this paragraph shall terminate whatever rights Obligor may have to perform further work under the Maintenance Agreement.

5. In the event of default by the Obligor as defined in paragraph 1 of the Maintenance Agreement of even date with this Cash Bond, the Town shall apply the Cash Bond and any accrued interest to completion of work required by the Maintenance Agreement. Any funds remaining after completion shall be returned to Obligor in accordance with state law. If the Cash Bond funds are not sufficient to complete the work, the Town may recover the deficiency from the Obligor.

6. Any notice required hereunder shall be deemed effective if given by registered mail, return receipt requested, to Obligor in the name and at the address given below. Any notice to the Town shall be so given to **Town of Occoquan, Attn: Town Clerk, 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125**, or subsequent address, notice of which is given as provided herein.

**NO FURTHER TEXT ON THIS PAGE  
SIGNATURE PAGES FOLLOW**

IN WITNESS of which the parties have signed and sealed this Cash Bond.

This Cash Bond shall be signed by an authorized individual(s) with legal authority to bind the organization signed for, such as Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

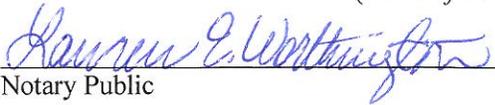
**OBLIGOR**

**Type of Organization:** (e.g., Corporation, Partnership, Limited Liability Company, etc.) Corporation  
**State of Incorporation:** Delaware  
**Legal Name:** DR Horton, Inc.  
**Address:** 1356 Beverly Road, Suite 300 McLean, Virginia 22101  
**By:**  **Its:** Vice President  
**Print Name:** Patrick J. Williams **Telephone No.:** 1 (571) 723-0838  
**Obligor's E-Mail:** LEWorthington@drhorton.com

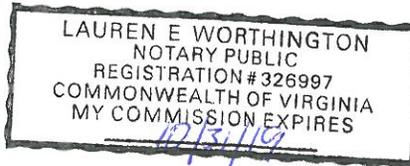
**ACKNOWLEDGMENT OF OBLIGOR**

STATE OF Virginia  
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 10th day of May  
20 17 , by Patrick J. Williams  
(Name of Person Signing Above)

 My Commission expires: 10/31/19  
Notary Public

Notary I.D. Number: 326997



**OBLIGEE**

Town of Occoquan

By: \_\_\_\_\_ Its: \_\_\_\_\_  
*Signature* *Title*

ACKNOWLEDGMENT OF OBLIGEE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ : to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_  
(Name of Person Signing Above)

\_\_\_\_\_  
Notary Public My Commission expires: \_\_\_\_\_

Notary I.D. Number: \_\_\_\_\_

APPROVED AS TO FORM  
TOWN ATTORNEY  
\_\_\_\_\_



Town of Occoquan  
Virginia  
MAY 12 2017  
RECEIVED

Maintenance Bond No.: 415406

**TOWN OF OCCOQUAN**  
**MAINTENANCE AGREEMENT**  
[Use With Applicable Maintenance Bond Form]

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>17</sup>, by and between D.R. Horton, Inc., a Delaware corporation hereinafter called DEVELOPER, and the Town of Occoquan, hereinafter called TOWN.

**WITNESSETH:**

WHEREAS, in consideration of the Town's approval of Developer's subdivision plat, site plan or construction plan for a project known as Vistas At Occoquan, having Plan Number 8393-64-3014-R00-S04 (the "**Approved Plan**"), Developer, pursuant to the following Performance Agreement, agreed to install and maintain certain improvements as required by Policies and Ordinances of the Town:

Landscape Agreement [Performance Agreement Name]  
259266 [Performance Agreement Bond No.]

WHEREAS, pursuant to the aforesaid Performance Agreement, Developer further agreed to provide a subsequent maintenance bond (if required by the Town), upon release of the bond securing such Performance Agreement; and

WHEREAS, the Town has determined that a subsequent maintenance bond is required to ensure the continued maintenance of the improvements installed pursuant to the Performance Agreement identified above; and

WHEREAS, the Town has determined the cost of said maintenance to be \$ 4,974.50;

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the release of the bond securing the Performance Agreement identified hereinabove, such performance bond to be released contemporaneously with the execution of this Maintenance Agreement and a Maintenance Bond in the form of [check ONE (must be Cash Bond if this Maintenance Agreement is a follow-on to a Landscaping Performance Agreement)]:

- Cash Bond
- Surety Bond
- Letter of Credit

Developer, its heirs, personal representatives, assigns or other successors in interest, agrees to maintain all the improvements and facilities shown on the Approved Plan for a period of 12 months from the date hereof and the parties further agree as follows:

1. Developer shall properly maintain the improvements provided for on the Approved Plan, or any revision thereof. Default shall be deemed to have occurred on the part of Developer if Developer fails to maintain the improvements, or if the Town determines that such improvements are not installed, have been removed, or are otherwise in need of maintenance, repair or re-installation; or if required landscaping has died or is in distress; or if, in the judgment of the Town, the Developer has (a) abandoned the performance of its obligations under the Maintenance Agreement; or (b) renounced or repudiated its obligations under the Maintenance Agreement; or (c) clearly demonstrated through insolvency, or otherwise, that its obligations under the Maintenance Agreement cannot be fulfilled. If Developer defaults, the Town shall give written notice of same to Developer, specifying

the items of breach. Notice so given shall terminate whatever rights Developer may have to perform further work under this Maintenance Agreement and the Town shall have the right to enter upon the property and install, repair or maintain such improvements or do such other work as may be necessary.

2. If the Town performs work of any nature, including administrative costs, labor, use of equipment, and materials, under the provisions of paragraph 1 above, the Town can draw from the Maintenance Bond such sum or sums as may be supported by invoice attached to such demand. If the bond funds are not sufficient to cover such costs, the Town may recover the deficiency from the Developer.
3. If the Town must undertake collection efforts under this Maintenance Agreement, Developer shall be liable for all costs of collection, including a reasonable attorney's fee, administrative costs, and expert witness fees.
4. It is expressly agreed by all parties hereto that it is the purpose and intent of this Maintenance Agreement to ensure the good condition and proper maintenance of improvements provided for on the Approved Plan or revisions thereof.
5. In any action or proceeding initiated in connection with this Maintenance Agreement or any bond securing it, venue shall be the County of Prince William, Commonwealth of Virginia.
6. If any provision of this Maintenance Agreement is determined to be void or unenforceable by a court of competent jurisdiction, all other provisions herein shall remain effective.

**NO FURTHER TEXT ON THIS PAGE  
SIGNATURE PAGES FOLLOW**

IN WITNESS of which the parties have signed and sealed this Agreement.

**DEVELOPER**

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

Type of Organization: (e.g., Corporation, Partnership, Limited Liability Company, etc.) Corporation (SEAL)

Legal Name: D.R. Horton, Inc.

Address: 1356 Beverly Road, Suite 300

BY  its Vice President  
Signature Title

Print Name: Patrick J. Williams Telephone No.: (571) 723-0838

Principal's Email Address: LEWorthington@drhorton.com

**ACKNOWLEDGEMENT OF DEVELOPER**

STATE OF Virginia :

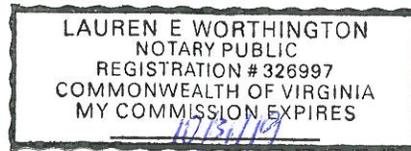
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May,  
20 17, by Patrick J. Williams  
(Name of Person Signing Above)

  
Notary Public

My Commission Expires: 10/31/19

Notary I.D. Number: 326997



Maintenance Bond No.: 415406

**TOWN OF OCCOQUAN, VIRGINIA**

By: \_\_\_\_\_ Its: \_\_\_\_\_  
*(Signature)* *(Title)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ to wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
*(Name of person signing above.)*

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_ Notary I.D. Number: \_\_\_\_\_

APPROVED AS TO FORM  
TOWN ATTORNEY  
\_\_\_\_\_



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

<b>8. Regular Business</b>	<b>Meeting Date:</b> July 18, 2017
<b>8 D:</b> Request to Adopt an Ordinance to Amend the Code of Occoquan to Create the NOVA Arts and Cultural District	

**Explanation and Summary:**

This is a request to adopt a resolution to establish the NOVA Arts and Cultural District, which includes the Town of Occoquan, Workhouse Arts Center and the Occoquan Regional Park. On July 11, the Fairfax County Board of Supervisors held a public hearing to amend the Fairfax County Code to establish this interjurisdictional district. In addition, the Prince William County Board of Supervisors is considering a resolution in support of the Town's participation in this district.

The purpose of establishing this district is to foster a cohesive regional identity for the area that includes the Town, the Workhouse Arts Center and the Occoquan Regional Park and as a result, increase awareness and support of the arts and culture. The proposed NOVA Arts and Cultural District will serve as a catalyst for partnership and cooperation among adjacent jurisdictions and the NOVA Regional Park Authority to brand the area for regional tourism, commerce and cultural leisure activities, a key element of place-making initiatives.

**Town Attorney's Recommendation:**

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to adopt the proposed ordinance to amend the Town Code to establish the NOVA Arts and Cultural District."

OR

Other action Council deems appropriate.

**Attachments: (1)** Proposed Ordinance – NOVA Arts and Cultural District

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF OCCOQUAN TO  
CREATE THE NOVA ARTS AND CULTURAL DISTRICT**

WHEREAS, The 2017 Virginia General Assembly amended Section 15.2-1129.1 to permit a combination of localities to establish arts and cultural districts for the purpose of increasing awareness and support for the arts and culture in the locality, and authorized those localities to provide incentives for the support and creation of arts and cultural venues and to grant tax incentives and provide certain regulatory flexibility in such an arts and cultural district; and

WHEREAS, The Town of Occoquan, the Workhouse Arts Foundation, Inc., and the Northern Virginia Regional Park Authority have developed a shared vision for the NOVA Arts and Cultural District;

NOW, THEREFORE, BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this \_\_\_\_ day of \_\_\_\_, 2017;

1. That the Town Council hereby amends the Code of Ordinances of the Town of Occoquan by adding a new Chapter 8 as follows:

**Chapter 8**

**NOVA ARTS AND CULTURAL DISTRICT**

- Sec. 8-1. Creation of the NOVA Arts and Cultural District.
- Sec. 8-2. Authority.
- Sec. 8-3. Purpose of the District.
- Sec. 8-4. General Provisions and Powers.
- Sec. 8-5. Map of the NOVA Arts and Cultural District.
- Sec. 8-6. Map of the Occoquan Segment of the NOVA Arts and Cultural District.

**Sec. 8-1. Creation of the NOVA Arts and Cultural District.**

The Occoquan Town Council hereby creates an arts and cultural district encompassing real property within the Town of Occoquan and Fairfax County, which shall be known as the NOVA Arts and Cultural District (the "District"), which will be fully established by passage of a substantially similar ordinance by the Board of Supervisors of Fairfax County, Virginia. The District shall include the area shown on the attached map, which is incorporated in and made part of this Ordinance.

## Sec. 8-2. Authority.

This ordinance to establish the NOVA Arts and Cultural District is enacted pursuant to Virginia Code Ann. § 15.2-1129.1 (Supp. 2017), as amended.

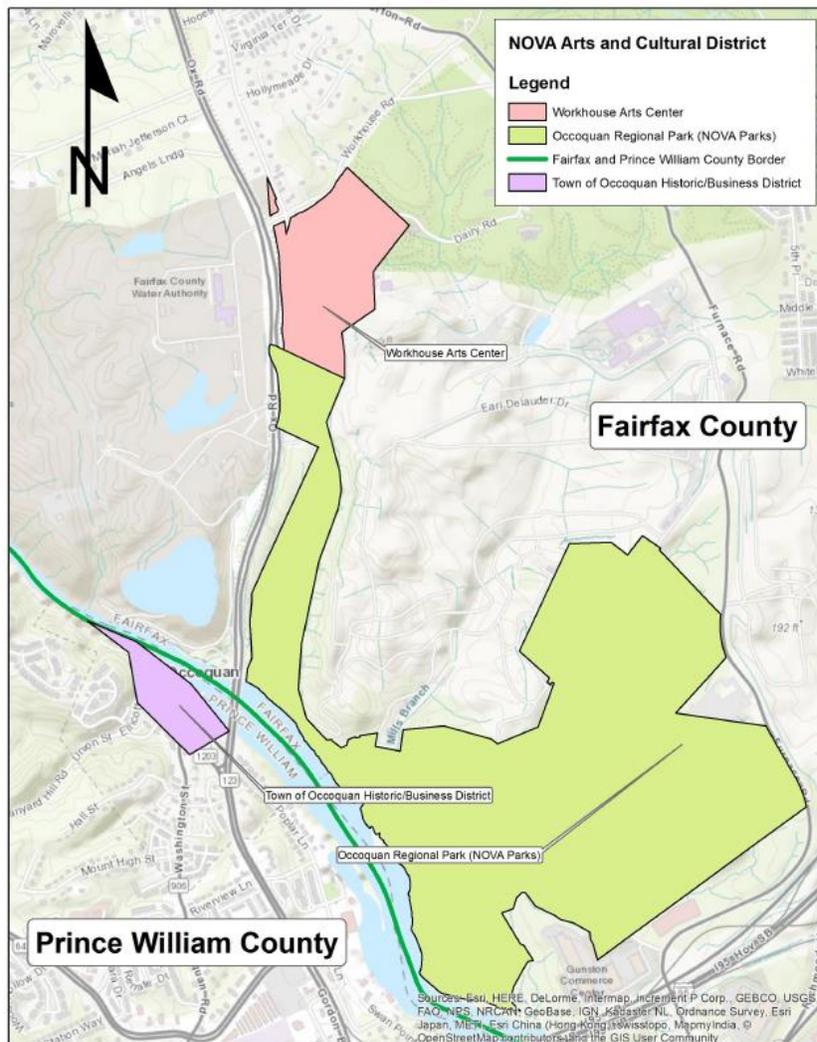
## Sec. 8-3. Purpose of the District.

The District is created for the purpose of increasing awareness and support for the arts and culture in the locality.

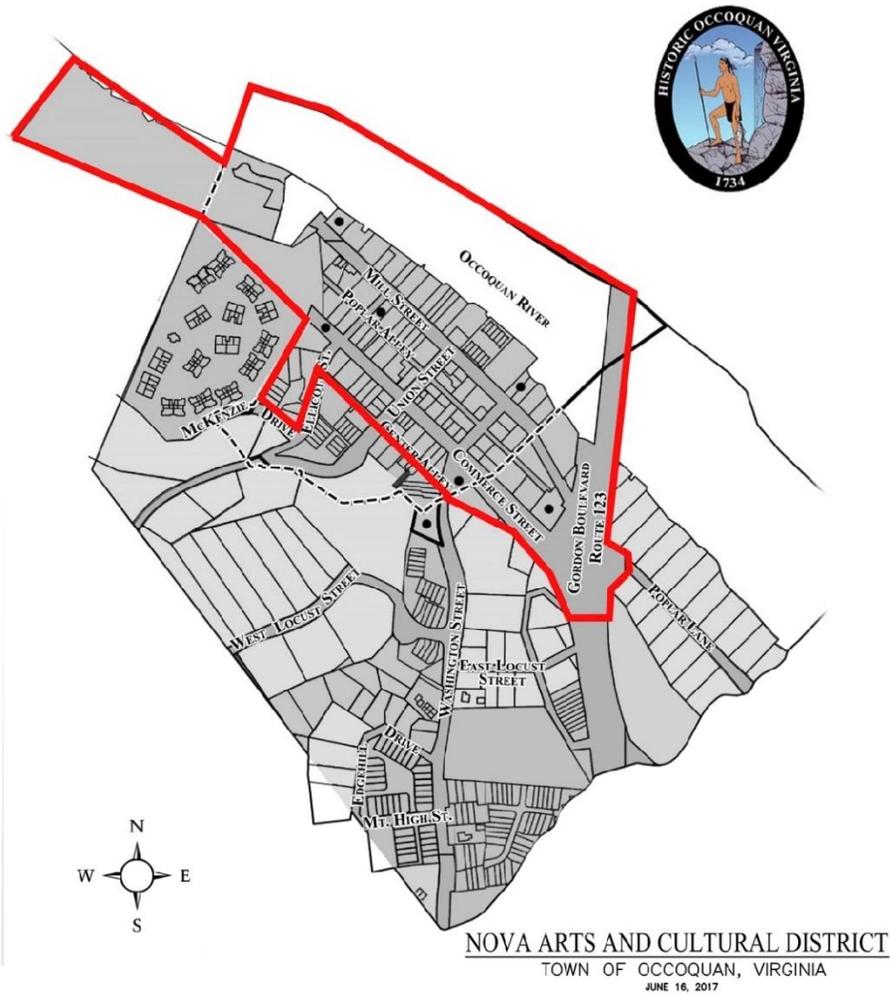
## Sec. 8-4. General Provisions and Powers.

With respect to that portion of the District lying within the Town of Occoquan, the Occoquan Town Council may exercise any of the powers and duties as to arts and cultural districts permitted under Va. Code § 15.2-1129.1, as amended.

## Sec. 8-5. Map of the NOVA Arts and Cultural District.



Sec. 8-6. Map of the Occoquan Segment of the NOVA Arts and Cultural District.



2. That this ordinance is effective upon passage.

Date: \_\_\_\_\_  
Regular Meeting  
Ord. No. O-2017-##

MOTION:

SECOND:

RE: AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF OCCOQUAN TO  
CREATE THE NOVA ARTS AND CULTURAL DISTRICT

ACTION:

VOTES:

Ayes:

Nays:

**Absent from Vote:**  
**Absent from Meeting:**

**CERTIFIED COPY**

---

**Christopher Coon, Town Clerk**



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

**8. Regular Business**

**Meeting Date:** July 18, 2017

**8 E: Request to Award Contract for Snow Removal Services**

**Explanation and Summary:**

This is a request to extend the existing contract with Virginia Lawn Service for the Town's snow and ice removal operations for one year, fiscal year 2018. This contractor provided snow removal services to the Town during its FY 2015, 2016 and 2017 winter seasons and is currently the Town's landscaping service provider.

During FY 2015, the Town competitively bid to provide snow removal operations within the Town of Occoquan. Four companies responded, and Virginia Lawn Service was determined to be the lowest bidder.

In addition to Virginia Lawn Service, the Town has an MOU with Prince William County Public Works to provide snow and ice removal operations as a supplementary option to the Town's snow removal operations in case of severe weather. There is a per-hour cost associated with this service and will only be utilized in extreme weather conditions.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** \$5,000

**Account Number:** General Fund – Public Works – Contracts - Snow Removal

**Proposed/Suggested Motion:**

"I move to extend the existing contract with Virginia Lawn Service for snow and ice removal services for one year, Fiscal Year 2018, and to set a not-to-exceed amount of \$5,000."

OR

Other action Council deems appropriate.

**Attachments: (1)** FY 2016 Executed Contract

TOWN OF OCCOQUAN  
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN, a body politic and corporate of the Commonwealth of Virginia (hereinafter, "Town"), and **Virginia Lawn Services** (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: **2015-2016 Snow Removal Services**

SOLICITATION NUMBER: N/A

**I. DEFINITIONS**

- A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town's standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.
1. "Contract Administrator" means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kirstyn Jovanovich** but the Town Council may designate a new Contract Administrator by notice to the Contractor.
  2. "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is **Kent Sovine**, but the Contractor may designate a new Contractor's Representative by notice to the Town.
  3. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
  4. "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
  5. "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.

6. "Town" means the Town of Occoquan, Virginia, the Town Council, or the Council's designee assigned responsibility for this Contract, as permitted by the context.
7. "Using Department" for purposes of this Contract shall mean Town of Occoquan.

## **II. FORMATION**

### **A. Conditions Precedent to Formation:**

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

### **B. Parties**

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall

be solely between those parties. The Town shall not be a party to any of these Contracts.

5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

#### **C. Authority to Execute**

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

#### **D. Incorporation of Documents**

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

If there was no formal Solicitation, the specifications must be attached to this Contract and separately signed or initialed for them to be valid.

## **E. Effective Date**

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

## **III. PERFORMANCE**

### **A. Scope of Work**

1. The contractor agrees to perform snow and/or ice removing activities in the identified locations (see Town snow removal map) when snow, frozen precipitation or slush reaches a depth of two (2) or more inches. In addition, if accumulations of less than two inches occur or at any time determined appropriate by Town staff, the Town reserves the right to contact the contractor to respond to perform snow removing activities. The contractor shall ensure that all town-owned streets, alleys and parking lots are cleared of snow and/or ice. The contractor will be able to complete the following activities:
  - a. Snowplowing of Town property as identified in snow map
  - b. Snow cleanup and/or hauling
  - c. Salting and/or sanding roads and/or sidewalks
  - d. Snow/ice clearing (sidewalks)
  - e. Snow plowing on-street parking areas as requested and directed by Town staff (optional VDOT roadways)
2. Requirements: Contractor shall supply all labor, snowplows, front end loaders, dump trucks, shovels, snow blowers, ice melt, salt, salt spreaders, safety equipment and any other equipment needed to satisfactorily complete the work. Salt or ice melt will not be stored on Town property. To protect the condition of the Town's brick sidewalks, the contractor shall not use salt or harsh chemicals on brick sidewalks; the use of magnesium chloride based ice melt is preferred.
3. Charges for Services: The contractor will submit a breakout with different line item prices itemized to cover the cost of each service of plowing, shoveling and snowplowing, salting and de-icing during and after a snowstorm.
4. Approved Areas: Contractor will pile snow in areas approved by Town staff. This must be accomplished by blocking minimum public parking spots. The contractor must also have the ability to remove snow off site, in the event that they are contacted by Town staff to do so.
5. Emergency Contact: Contractor shall provide emergency phone numbers that may be called any time, 24 hours a day, and seven days a week.
6. Damage: Contractor is required to make arrangements satisfactory to the Town to repair any damage to property.

7. Other Assistance: The Town reserves the right to contract with Prince William County for additional snow removal support should it be needed.

8. Renewal: This contract can be renewed annually for up to three years.

#### **B. Notice to Proceed**

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

#### **C. Contacts**

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

#### **D. Acceptance of Work**

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

#### **E. Warranty**

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree to this Contract.

#### **F. Invoices**

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

## G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
  - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
  - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

4. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.
7. The Town may offset any payment due to Contractor by any debt shown on the Town’s accounts, even if a dispute exists as to the debt’s validity or enforceability.

## **IV. TERM AND TERMINATION**

### **A. Base Term and Extensions**

1. The base term for this Contract shall be for the period identified in the Solicitation or the approved schedule provided by the Town.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

### **B. Termination for Default**

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
  - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
  - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

### **C. Termination for Convenience**

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.

3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

#### **D. Termination for Non-Appropriation**

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

#### **E. Claims Upon Termination**

1. Upon receipt of a Notice of Termination, the Contractor shall:
  - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
  - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
  - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
  - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
  - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
  - a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the

original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.

- b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
    - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
      - Cost of the goods delivered or work performed; and
      - The cost of settling and paying any reasonable claims as provided above; and
      - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
    - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
  - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

#### **F. Survival of Certain Provisions After Termination**

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections E, VI, VII.A), VII.B), and VII.D).

### **V. STATUTORY REQUIREMENTS**

#### **A. Employment Discrimination**

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **B. Ethics**

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

## **C. Drug-Free Workplace**

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

#### **D. Faith-Based Organizations**

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

#### **E. Employment of Illegal Aliens**

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

#### **F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

## **VI. DISPUTES**

### **A. Governing Law**

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

### **B. Hold Harmless**

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

### **C. Conditions Precedent to Pursuit of Legal Remedies**

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition

precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. Submission of Disputes: A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

#### **D. Venue**

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

#### **E. Limitations on Actions**

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

#### **F. Waiver of Jury Trial**

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

### **VII. MISCELLANEOUS**

**A. Time of the Essence**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report.

Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

#### **B. Liquidated Damages**

1. If Contractor fails to complete the work within the time specified in this Contract, or any extension, or defaults in any other obligation called for under this Contract, then Contractor shall, in place of actual damages, pay to the Town as fixed, agreed, and liquidated damages, and not as a penalty, for each calendar day of delay the sum of One Thousand and 00/100 Dollars (\$1,000.00).
2. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.
3. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

#### **C. Integration Clause; Modifications to the Contract**

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to,

or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.

2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
  - a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
  - b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
  - c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
  - d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

#### **D. Examination of Records**

1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor related in any manner to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

**E. Assignment of Rights**

- 1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
- 2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

**F. Incorporation of Town Fleet Vehicle Anti-Idling Policy**

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Elizabeth A.C. Quist, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor’s Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor’s Representative

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# TOWN OF OCCOQUAN

## Snow Removal Services 2015-2016 Winter Incorporation of Documents (1) Solicitation Specifications

### Purpose

The purpose of this contract is to supply snow plowing, removal and salting/deicing services within the Town of Occoquan, Virginia.

### Location of Services

Snow plowing, removal, salting/deicing activities will take place on all Town-owned streets, alleys and parking lots. See Town Snow Removal map.

### Description of Services

The contractor agrees to perform snow and/or ice removing activities in the locations identified on the Town Snow Removal Map when snow, frozen precipitation or slush reaches a depth of two (2) or more inches. In addition, if accumulations of less than two inches occur or at any time determined appropriate by Town staff, the Town reserves the right to contact the contractor to respond to perform snow removing activities. The contractor shall ensure that all town-owned streets, alleys and parking lots are cleared of snow and/or ice. The contractor will be able to complete the following activities.

- a. Snowplowing of Town property as identified in snow removal map
  - b. Snow cleanup and/or hauling
  - c. Salting and/or sanding roads and/or sidewalks
  - d. Snow/ice clearing (sidewalks)
  - e. Snow plowing on-street parking areas as requested and directed by Town staff (optional VDOT roadways)
1. Requirements: Contractor shall supply all labor, snowplows, front end loaders, dump trucks, shovels, snow blowers, ice melt, salt, salt spreaders, safety equipment and any other equipment needed to complete the work. Salt or ice melt will not be stored on Town property. To protect the condition of the Town's brick sidewalks, the contractor shall not use salt or harsh chemicals on brick sidewalks; the use of magnesium chloride based ice melt is preferred. Sidewalk clearing is an optional service and is *only* to be performed by the Contractor at the request of authorized Town personnel.
  2. Charges for Services: The contractor will submit a breakout with different line item prices itemized to cover the cost of each service of plowing, shoveling and snowplowing, salting and de-icing during and after a snowstorm.
  3. Approved Areas: Contractor will pile snow in areas approved by Town staff. This must be accomplished by blocking minimum public parking spots. The contractor must also have the ability to remove snow off site, in the event that they are contacted by Town staff to do so.

4. On-Street Parking: At the direction of Town staff, the contractor will clear snow and/or ice from identified on-street parking areas located on VDOT roadways. This is an optional service and *only* performed as requested by authorized Town personnel.
5. Emergency Contact: Contractor shall provide emergency phone numbers that may be called any time, 24 hours a day, and seven days a week.
6. Damage: Contractor is required to make arrangements satisfactory to the Town to repair any damage to property.
7. Other Assistance: The Town reserves the right to contract with Prince William County for additional snow removal support should it be needed.
8. Renewal: This contract can be renewed annually for up to three years. See contract for terms.

Attached: Snow Removal Map

THE TOWN OF OCCOQUAN  
By:

CONTRACTOR

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor's Representative

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Town of Occoquan Snow Removal Map

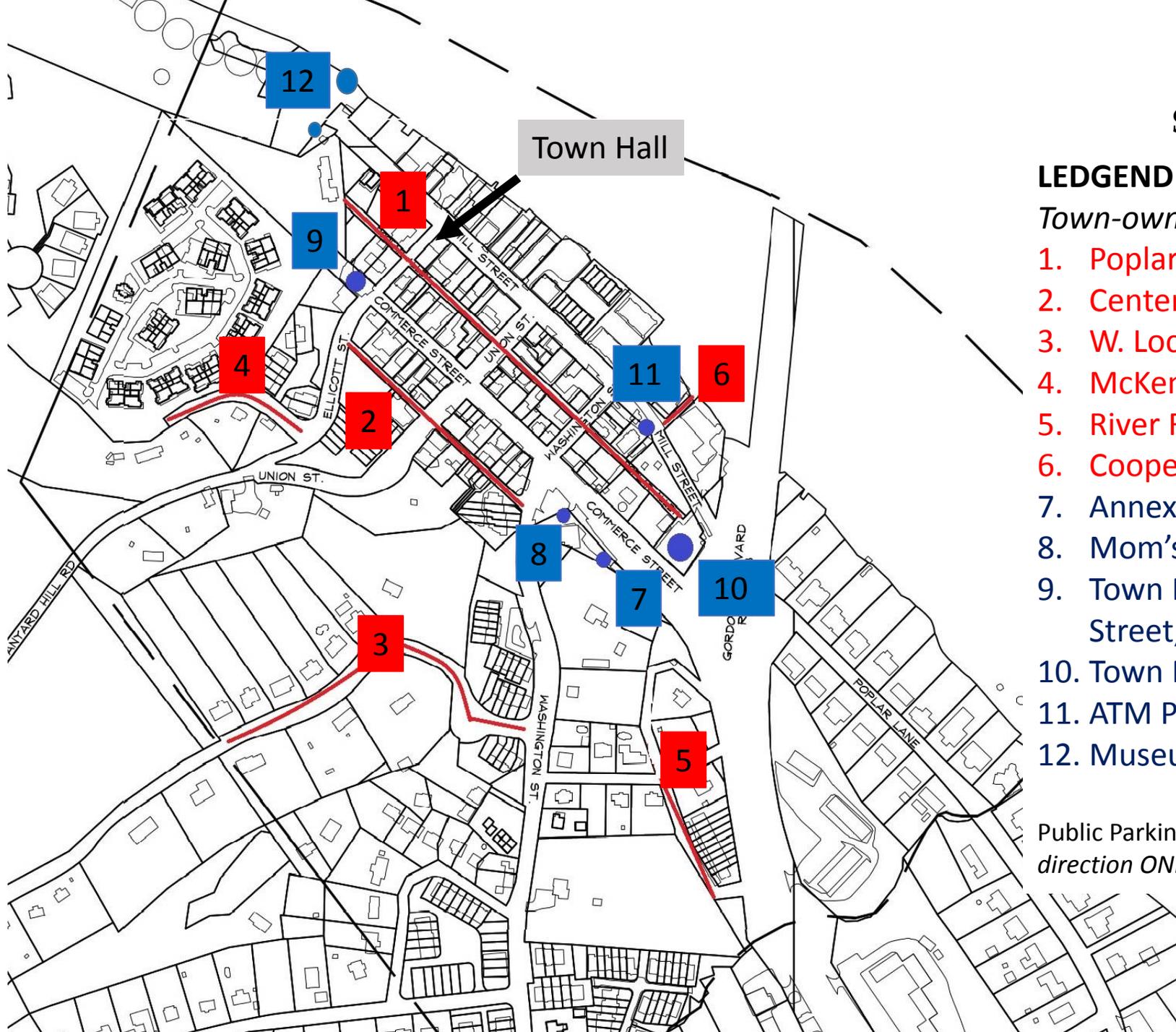
Town Hall

## LEDGEND

*Town-owned Streets, Alleys and Parking Lots*

1. Poplar Alley
2. Center Street
3. W. Locust Street
4. McKenzie Drive
5. River Road
6. Cooper's Alley
7. Annex Parking Lot
8. Mom's Apple Pie Parking (Inside Corner)
9. Town Parking Lot – End of Commerce Street, on Ellicott Street
10. Town Parking Lot – Mill Street/Poplar Lane
11. ATM Parking Lot (Mill Street)
12. Museum Parking (in cul-de-sac)

*Public Parking on VDOT Roads (Optional and by Town staff direction ONLY)*



July 29, 2015

Town of Occoquan  
314 Mill Street  
Occoquan, VA 22125

**SNOW PLOWING CONTRACT**  
**2015/2016 – 2016/2017 Seasons**

Virginia Lawn Service, Inc. submits the following renewal contract to the Town of Occoquan for snow plowing/sanding for the 2015/2016 - 2016/2017 winter seasons.

We will furnish all labor, material and equipment for the complete performance of the following services:

1. Plowing, to the best of contractor's ability of streets, parking lots, alleys and courts disgnated on Town provided map when snow, frozen precipitation or slush depth reaches two (2) or more inches. Accumulations of less than two (2) inches may require plowing, due to the possibility of hazardous conditions. The fee for plowing is \$120.00 per hour per vehicle (minimum of 1.5 vehicle hours per visit).
2. Sanding of all streets and courts listed above in #1 paying close attention to stop signs and hills for a fee of \$135.00 per ton.
3. Plowing will be curb to curb and bumper to bumper (unless a vehicle blocks the plowing path).
4. Plowing (or sanding) may not clear the area to "bare pavement" and slippery conditions may continue to prevail even after plowing (or application sand/ice melt). Virginia Lawn Service Inc. assumes no liability for this naturally occuring condition.
5. The application of approved ice melting products (or sand) will not instantly and completely remove all ice from the premises. This known fact is stated so as to avoid any suggestion that Virginia Lawn Service Inc. guarantees the impossible, immediate and total removal of ice. Ice melt cost per applied bag is \$60.00. When requested, snow shoveling of the towns sidewalks can be performed at \$65.00 per man hour.
6. In the event that a storm does not meet the minimum requirements for plowing, Virginia Lawn Service Inc. will at our discretion clear streets of any remaining snow at the end of the storm in the standard plowing areas to help prevent snow packing and icy conditions.

7. Reports of any damage must be reported within 48 hours. Failure to report the damages constitutes a waiver and Virginia Lawn Service Inc. is released from liability. This may vary with extreme weather conditions such as blizzard or ice storm where damage may not be apparent until melting of ice and snow and samages can present themselves. Damages are to be reported ASAP.
8. If conditions warrant, the use of a front loader to remove excess snow can be used at \$300.00 per hour. If it requires hauling the dump truck will be used at \$150.00 per hour. If town has no location to dump the excess snow, town will pay for transportation and dump fee if one is found.
9. Payment for services will be due upon of receipt of invoice. A \$25.00 late fee will be charged for payments not received within thirty (30) days of invoicing.
10. There will be a forty five dollar (\$45.00) fee charged to your account in the event that a check is returned by your bank.
11. If fuel prices continue to increase Virginia Lawn Service Inc. reserves the right to add a small surcharge.
12. This contract may be terminated by either party with thirty (30) days written notice.

**ACCEPTANCE OF CONTRACT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

*Kenton E. Sovine* 7/31/15

\_\_\_\_\_  
Kenton E.Sovine                      Date  
Virginia Lawn Service, Inc.

\_\_\_\_\_  
Authorized Rep.                      Date  
Town of Occoquan

\_\_\_\_\_  
Authorized Rep.                      Date  
Town of Occoquan

