



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

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

Occoquan Town Council
Regular Meeting
February 6, 2018 | 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. January 2, 2018 Regular Meeting Minutes
 - b. January 16, 2018 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. Request to Approve Lease with Occoquan Historical Society
 - b. Request to Purchase Replacement Refuse and Recycling Containers – Phase I
 - c. Request to Purchase Replacement Desktop Computers for Town Hall and In-Vehicle Laptop for Police Cruiser
 - d. Request for Approval to Execute NOVA Law Enforcement Mutual Aid Agreement
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.



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - Draft
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, January 2, 2018
7:00 p.m.

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

Staff: Kirstyn Jovanovich, Town Manager; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Chris Coon, Town Clerk;

1. Call to Order

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

2. Pledge of Allegiance

3. Citizens Time

None.

4. Approval of Minutes

It was moved to approve the minutes of the December 5, 2017 Regular Meeting.

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

5. Councilmember Reports

No Report.

6. Mayor's Report

No Report.

7. Staff Reports

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

i. Mill House Museum and Visitor Center Leases- Working with the Town Manager; the agreements are nearly finalized.

ii. License Town Logo - This will allow the use of the Town Logo for the Occoquan Chapter of the Order of the Arrow Boy Scouts.

iii. Kiely Court- The Subdivision Plat is going to need to be amended to remove the Homeowners Association. This will likely cause issues with the cross easements in the two home development, both owned by the same entity. Mr. Crim spoke with the attorney on this project to inform them that this needed to be addressed.

Councilmember Drakes inquired if Mr. Crim was providing legal advice on the matters of Kiely Court. Mr. Crim stated that he did not provide legal advice, he only identified areas that needed to be addressed.

Mayor Quist inquired as to why the homeowners association was being removed. Mr. Crim stated that for two homes it would be difficult to maintain.

Councilmember Drakes inquired if a Subdivision Plat would have to be amended and come to Town Council again. Mr. Crim stated that it would not come to Town Council again, but it would have to be approved by the Planning Commission.

- B. Town Engineer:** Mr. Reese, Town Engineer, submitted a report as part of the meeting agenda. No questions were received.
- C. Building Official:** Prince William County's report was submitted as part of the meeting agenda. No questions were received.
- D. Town Manager:** Ms. Jovanovich submitted a manager's report as part of the meeting agenda.

Councilmember Drakes inquired about Virginia Law regarding pedestrians right-of-way while in a crosswalk. Mr. Crim indicated that the pedestrian has the right-of-way while within a crosswalk. He also stated that does not allow a pedestrian to enter a crosswalk in front of a moving vehicle that is too close.

- E. Town Treasurer:** Ms. Rodriguez submitted the treasurer's report as part of the meeting agenda. No questions were received.
- F. Chief of Police:** Chief Linn provided his December 2017 report with the agenda packet. No questions were received.
- G. Boards and Commissions:** No Planning Commission or ARB meetings were held in December 2017.

8. Regular Business

8A. Request to Approve Revised Development Fee Schedule

It was moved to approve the revised building fee schedule as presented effective January 2, 2018.

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

8B. Request for After-the-Fact Approval of Repairs to Police Cruiser

It was moved to approve after-the-fact repairs of the secondary police cruiser and appropriate \$1,231.30 in funding from FY 2018 Repairs and Maintenance.

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

9. Adjournment

The meeting was adjourned at 7:12 p.m.

Christopher Coon
Town Clerk

DRAFT



OCCOQUAN TOWN COUNCIL
Work Session Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, January 16, 2018
7:00 p.m.

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

Absent: Councilmember Jim Drakes and Joe McGuire

Staff: Kirstyn Jovanovich, Town Manager; Bruce Reese, Town Engineer; Carla Rodriguez, Town Treasurer; Christopher Coon, Town Clerk; Adam Linn, Chief of Police; Julie Little, Events Director

1. Call to Order

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

2. Regular Items

A. Treasurer's Report - FY 2018 1st Quarter Report

Mayor Quist presented the FY 2018 1st quarter report and indicated the Town is running an overall net income of \$525. The balance sheet is trending similar to last year's budget, when factoring for funds the Town received for River Mill Park last year. Currently, the Town is \$37,000 over budget in gross net income. She indicated part of the increased income can be attributed to Meals tax performing higher than expected, and to increased public safety fines as a result of increased patrol hours. The CIP fund included final payments for Poplar Alley and River Mill Park paving projects and the remaining projects are scheduled for the 3rd quarter of FY 2018.

B. FY 2019 Budget Work Session

Ms. Jovanovich provided Town Council with a budget presentation. She stated that the information provided is preliminary. She indicated that this would be the time that Councilmembers should articulate if there is something they want to see or don't want to see in the proposed budget. Ms. Jovanovich stated that the six budget priorities were listed in alphabetical order as discussed during the November work session.

She presented Town projects that have been completed, focusing on the Town Council priorities and initiatives for those priorities in FY 2019. She stated that the Town will be recognized as a Tree City USA community by the Arbor Day Foundation in 2018. She also noted FY 2018 accomplishments that were not directly linked to specific priorities like receiving the GFOA Distinguished Budget Award for the FY2018 Approved Budget Document for the 3rd consecutive year, and the completed update to the Zoning and Subdivision ordinances.

Ms. Jovanovich presented the most recent demographics of the Town compared to Prince William County, the Town services and programs that are provided, and the increase of Town population from 241 in 1980 to 1,061 in 2016. She then provided information on the Town's revenue sources and the anticipated impacts for the FY 2019 budget, to include Police Department staffing structure and stormwater management. She also stated that the preliminary figures included in the presentation are based on maintaining tax rates, with the exception of potentially revising the Vehicle License Fee rates to match Prince William County. She reported that Business License, Meals tax, and Real Estate tax make up about 70 percent of the Town's revenue. She indicated that the remaining 30 percent of the Town's revenue were less controllable by the town through rates. . Examples of these revenues are Utility and Communications taxes and Sales tax, which is distributed to localities based on the percentage of school aged children, both of which are distributed by the State.

Ms. Jovanovich stated that the next steps for the budget include the next Budget Work Session on February 20, at which time refined revenue and expenditure estimates and the proposed Capital Improvement Program, Mamie Davis Fund, and Craft Show Fund will be presented to Council.

C. Stormwater Management Program

Ms. Jovanovich spoke with Prince William County about joining their Stormwater Management Program. Since its inception in 1994, the Town has not been a part of the County's Stormwater Management Program. Ms. Jovanovich stated that the Town Council should decide if they want to continue to maintain and manage its own stormwater program and develop such a program, or request to become a part of the County's program. The Town has not been collecting stormwater management fees from the residents and the residents have not been paying the County's Stormwater Management fee. If Town Council wants to maintain the stormwater management program, then the Town will need to develop a program that funds maintenance and oversight of the Town's stormwater facilities.

Ms. Jovanovich and Mr. Reese have spoken with Prince William County in regard to joining the County's Stormwater Management Program and the County stated that they would need an official request to be able to provide guidance on the process for the Town to join the Stormwater Management Program.

Councilmember Fithian inquired about the potential cost of receiving Prince William County's quote for the Town to join their Stormwater Management Program. Mr. Reese stated that the request should not cost the Town anything but staff time. Mr. Reese also stated that he and Ms. Jovanovich have searched for Prince William County's original request for the Town of Occoquan to join the Stormwater Management Program and indicated that no documentation or public discussion on this matter has been located at this time.

Mayor Quist inquired as to the uses of funds Prince William County generates from the Stormwater Management Program. Mr. Reese stated the County owns all of the Stormwater Management Facilities within the County and the funds pay for preventative maintenance, general maintenance, repairs, flood control, and everything that keeps the system functioning properly. Mr. Reese also stated that the benefit from being in the County's Program is that if something goes wrong with the Stormwater system in Town, the bill would spread out amongst all the residents of Prince William County not just those in Occoquan.

The Councilmembers present stated that by consensus they were in favor of staff making the formal request to identify what process is needed to allow the Town of Occoquan to be included in the County's Stormwater Management Program.

D. VFW Military Veteran Tribute Banner Program

Nick Roper and VFW Post 7916 requested approval to install Military Veteran Tribute Banners on Dominion Poles in Town annually from May through November. Mr. Roper stated that the Banner program would be funded completely by sponsor donations. Currently, the proposal is for 25 banners: ten on Mill Street, ten on Commerce Street, four on Poplar Alley, and one on Washington Street.

The VFW also requested the help of the Town with Dominion Power permits, advertising and banner recommendations for installation and removal. The Council agreed by consensus to allow Town Staff to contact Dominion Power about waiving the application and rental fees for the banners on the light poles. Ms. Jovanovich will also work with the Town Attorney to establish a Memorandum of Understanding between the Town and the VFW. The VFW will also work with the ARB on the final design of the Military Veteran Tribute Banners.

E. Arts and Crafts Show - Sponsorship Program/Service Vendors

Town staff inquired specifically about the future of sponsorships and service vendors in the Occoquan Arts and Craft Shows after receiving negative feedback from volunteers, patrons, and other vendors. Town Council discussed this topic and decided to no longer allow sponsorships and service vendors. They indicated that even if they may lose some revenue, the quality of the Arts and Craft Shows will increase. Town Council directed Ms. Little to remove the online application for sponsorships and refund any money from sponsorships or service vendors already paid to the Town.

3. Adjournment

The meeting was adjourned at 8:58 p.m.

Christopher Coon
Town Clerk



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TOWN MANAGER
Kirstyn Barr Jovanovich

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

Town Engineer's Report Town Council Meeting -February 6, 2018

Kayak/Canoe Launch - no change from last report

Two bids received, both over budget. Looking for alternative funding sources, working with Department of Conservation and Recreation (DCR).

River Mill Park - Moisture Issue in Storage Room - no change from last report

Evaluating options for corrections as directed by Council during November meeting.

Tanyard Hill property - update from last report

Proffer Amendment and Comprehensive Plan Amendment submitted to Prince William County 12/14/17. Post submission conference with PWC staff on 2/13/18.

Kiely Court Project - no change from last report

Land Disturbance Permit issued - construction to start soon.

Rivertown Project - no change from last report

Land Disturbance Permit issued - construction started.

113 Poplar Lane - Site Plan for Swimming Pool - no change from last report

Land Disturbance Permit issued - construction started.

Gatherings at Occoquan Ridge - update from last report

Senior housing rezoning near Mariner and Clipper Drives. PWC requesting Town comments.

-END-

BUILDING OFFICIAL REPORT - TOWN OF OCCOQUAN

Tuesday, February 06, 2018

PWC DEVELOPMENT SERVICES - BUILDING DEVELOPMENT

Report Date: 1/23/2018
Report Time: 8:00:14 AM

Town of Occoquan - Permit Report

January 2018

<u>Permit Number</u>	<u>Main Address</u>	<u>Description</u>	<u>Permit Type</u>	<u>Permit Status</u>	<u>Permit Workclass</u>	<u>Issue Date</u>	<u>Finalize Date</u>
ELE2018-02779	307 COMMERCE ST	ADDING 6 RECESSED LIGHTS	Electrical	Finalized	R - Alteration/Repair	01/11/2018	01/14/2018
BLD2015-01059	302 COMMERCE ST	ALTERATION TO EXISTING SFD/ SCHMIDT	Building	Issued	R - Alteration/Repair	10/30/2014	
BLD2018-02887	105 EDGEHILL DR	KITCHEN REMODEL/NON-STRUCTURAL	Building	Issued	R - Alteration/Repair	11/20/2017	
ELE2018-02254	105 EDGEHILL DR	KITCHEN REMODEL/NON-STRUCTURAL	Electrical	Issued	R - Alteration/Repair	12/06/2017	
GAS2018-01020	105 EDGEHILL DR	Move gas line for range	Gas	Issued	R - Alteration/Repair	12/04/2017	
MEC2018-01545	105 EDGEHILL DR	KITCHEN REMODEL/NON-STRUCTURAL	Mechanical	Issued	R - Alteration/Repair	12/13/2017	
PLB2018-01303	105 EDGEHILL DR	Remodel Kitchen (sink, dishwasher, ice maker)	Plumbing	Issued	R - Alteration/Repair	12/04/2017	
BLD2018-03636	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Building	Pending	C - Alteration/Repair		
MEC2018-01930	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Mechanical	Pending	C - Alteration/Repair		
BLD2018-02984	430 MILL ST	KIELY RESIDENCE - LOT SPECIFIC SFD	Building	Pending	R - New Single Family Dwelling		
BLD2014-05879	1441 OCCOQUAN HEIGHTS CT	DECK	Building	Issued	R - Addition	04/25/2014	
BLD2013-05224	326 OVERLOOK DR	NON STRUCTURAL INTERIOR REMODEL	Building	Issued	C - Alteration/Repair	04/08/2013	
BLD2018-02753	113 POPLAR LN	36' x 18' INGROUND POOL	Building	Issued	R - Swimming Pool	12/07/2017	
ELE2018-02286	113 POPLAR LN	36' x 18' INGROUND POOL	Electrical	Issued	R - Swimming Pool	12/07/2017	
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to Fire Bowls	Gas	Issued	R - Swimming Pool	01/16/2018	
BLD2018-03187	114 POPLAR LN	INTERIOR RENOVATION	Building	Finalized	R - Alteration/Repair	12/08/2017	12/13/2017
ELE2018-02304	114 POPLAR LN	INTERIOR RENOVATION	Electrical	Finalized	R - Alteration/Repair	12/08/2017	12/13/2017
MEC2018-01511	114 POPLAR LN	INTERIOR RENOVATION	Mechanical	Finalized	R - Alteration/Repair	12/08/2017	12/13/2017
PLB2018-01421	114 POPLAR LN	INTERIOR RENOVATION	Plumbing	Finalized	R - Alteration/Repair	12/08/2017	12/13/2017
BLD2018-02992	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		
BLD2018-02993	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1552 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		

Town of Occoquan - Permit Report

January 2018

<u>Permit Number</u>	<u>Main Address</u>	<u>Description</u>	<u>Permit Type</u>	<u>Permit Status</u>	<u>Permit Workclass</u>	<u>Issue Date</u>	<u>Finalize Date</u>
BLD2018-02994	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1553 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		
BLD2018-02997	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1554 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		
BLD2018-02998	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1555 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		
BLD2018-02999	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1556 RIVERTOWN PLACE	Building	Pending	C - New Multi Family Condo		
BLD2014-04698	109 WASHINGTON SQUARE CT	DECK	Building	Issued	R - Addition	03/04/2014	

END OF REPORT



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Cindy Fithian
Joe McGuire

Town Manager's Report Town Council Meeting – February 6, 2018

TOWN MANAGER
Kirstyn Barr Jovanovich

River Mill Park

Replacement parts for the bridge lighting have been received and VDOT is in the process of scheduling the installation of the lights on the pedestrian bridge.

Intersection Improvements

Staff met with Supervisor Anderson and representatives from Prince William County on the VDOT Smart Scale projects. As a locality of PWC, the Town has partnered with the County to submit a grant request under the TAP program (30% local match) to fund intersection improvements at Mill/Ellicott and Mill/Washington Streets to update the sidewalk ramps and install crosswalks. This would be funding available in Fiscal Years 2019 and 2020, with the Town providing the required 30% local match. The application was submitted on November 1, 2017; notification of grant status is expected by spring.

Tanyard Hill (Oaks III) Rezoning and Comp Plan Amendment

The rezoning and comprehensive plan amendment request for the Oaks III property has been submitted to the County. The Board of Supervisors approved the utilization of contingency funds to pay the fees associated with the Town's application for rezoning. This request, if approved, will maintain the site as a park property and allow the town to install signage and construct a trail. The Town is continuing to work with the County to plan the trail section as part of the Occoquan Greenway Trail system.

Stormwater

As per the discussion with Council at the January work session, a letter has been sent to Supervisor Anderson's office requesting a review of the process for the town to become a part of the County's Stormwater Management Program.

Recodification Update

Staff held a kick-off meeting on August 30, on the recodification process with American Legal. Staff has developed a list of recommended code updates and has provided the current code to American Legal to begin the recodification process. The contractor will begin the legal review and staff will be bringing policy changes for Council consideration throughout the process. The process is expected to last through the remainder of the current fiscal year.

Document Management Project

Staff is preparing the document management system and obtaining quotes to begin the process of scanning hard copy documents into electronic format and storing them in the Town's database. In December, Legacy Engineering assisted with the cataloging project for existing site plans and plats. A funding request for this activity is expected at the February Town Council meeting.

Consolidated Billing - Vehicle Licensing

Staff met with the Prince William County Finance Department to discuss the County's ability to collect vehicle license taxes on behalf of the Town. This will assist with licensing compliance and increase efficiencies in billing. The County has advised that they will not be able to implement this program in FY2019. As a result, no changes to the Town's current vehicle licensing structure is recommended. This will be evaluated as part of the FY2020 budget process.

Meetings, Trainings, and Events

- Completed online FEMA Training for CFM certification; obtained certification renewal through 2020 - January 18, 2018
- Quarterly Town/Business Partnership Meeting - January 23, 2018
- VGFOA Strategic Planning/Financial Policies Training, Richmond - January 30, 2018
- American Planning Association, Flood Hazard Mitigation in Historic Districts, Webinar - January 31, 2018

-END-



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TOWN TREASURER
 Carla M. Rodriguez

Town Treasurer's Report Town Council Meeting - February 6, 2018

Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Financial Audit	FYE 2017 Audit Process Underway	FYE 2016	FY2017 Field Work completed in November; Auditor processing
Meals Tax Audit	Pending (2)	None	Documentation in review: Pink Bicycle Tea Room Bottle Stop Wine
BPOL Audit	Pending (3)	2012 License Year	Documentation in review: Fathom Realty 13 Magickal Moons Red Art and Design

Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Occoquan Inn/Virginia Grill	3	2/1/2018	Not Compliant - Final Notice Sent
Pink Bicycle Tea Room	8	2/1/2018	Not Compliant (pending audit) - Final Notice Sent

Business License Delinquencies			
Business Name	Length of Delinquency	Date of Last Notice	Status of Compliance
Capital Custom Clothiers	0 months	8/8/17	Compliant/Paid/Out of Business
Allstate Insurance Anthony Cancel	10 months	01/31/18	Not compliant/New Owner/reminder letter sent
Kaluca Art	10 months	01/31/18	Not compliant/reminder letter sent
Loric Counseling & Mediation	10 months	01/31/18	Not compliant/reminder letter sent
Meticulous Painting	10 months	01/31/18	Not compliant/reminder letter sent
Pin Curls Hair Salon	24 months	02/01/18	Not compliant/reminder letter sent
Quickpro Property Improvement	10 months	01/31/18	Not compliant/reminder letter sent
Real Estate Executive	10 months	01/31/18	Not compliant/reminder letter sent
Rivershore Charters	10 months	01/31/18	Not compliant/reminder letter sent
VACS LLC	10 months	01/31/18	Not compliant/reminder letter sent

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Selecman, James	4	\$1,110	08/07/17	Not Compliant/Final Notice delivered by Chief
Cruise, Claudia A	1	\$351.36	11/30/17	Not Compliant
Fore, Ernest J.	2	\$810.10	11/30/17	Not Compliant
Gannon, James & Glenn	1	\$269.40	11/30/17	Not Compliant
Granny's Cottage	1	\$67.20	11/30/17	Not Compliant
Wojono, Ewelina	1	\$136.20	11/30/17	Not Compliant
Rivenburg, Earl & Emel	1	\$366.60	11/30/17	Compliant/Paid

Other Items of Note

None.



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Occoquan Police Department Monthly Town Council Report January 2018

TOWN MANAGER
 Kirstyn Barr Jovanovich

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

Departmental Goals

(Set by Town Council in February 2016)

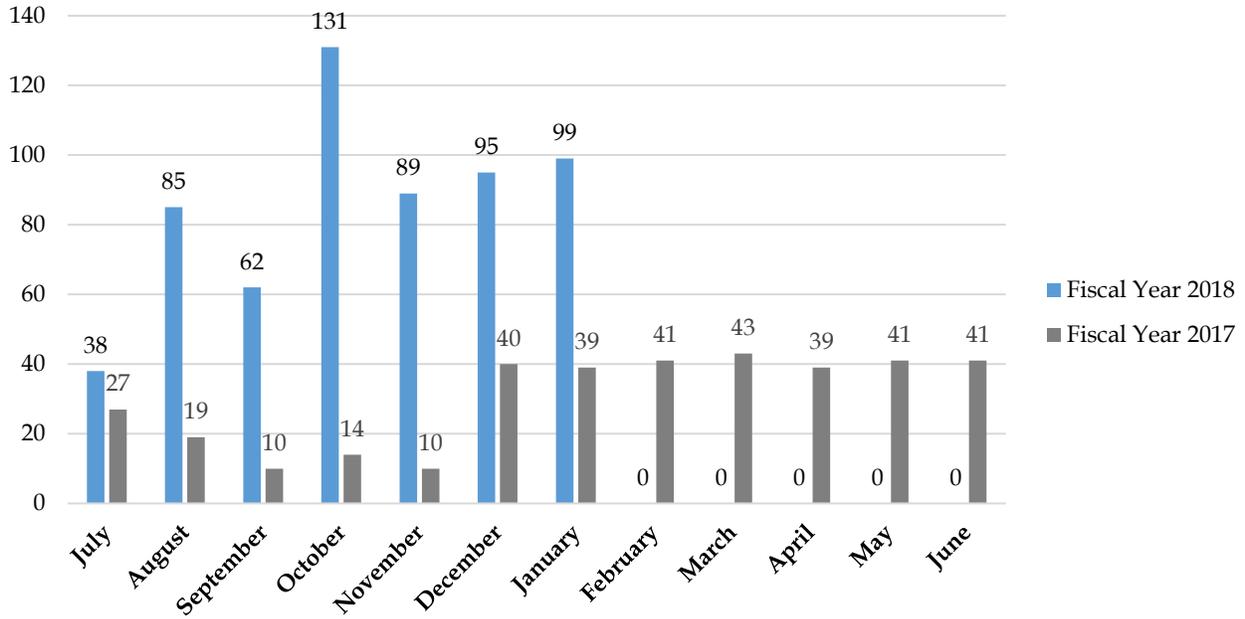
- Goal 1: Protection of private property
- Goal 2: Improvement of pedestrian safety
- Goal 3: Increased patrol hours including nights and weekends
- Goal 4: Prioritizing community meetings outside of town
- Goal 5: Updating department policies

Significant Incidents

Nature	Date	Location	Details
Destruction of Property	12/27/2017	Town	Dispatched to Gordon Blvd and Fairfax County Line for suspect in a brandishing firearm matter.
Strong Arm Robbery	12/29/2017	Woodbridge	Assisted PWCPD with perimeter patrol for a strong-arm robbery at 7-11.
Court	1/4/2018	Manassas	Attended General District Court.
Police Assist	1/8/2018	Town	Received complaint between neighbors on River Rd. Responded and notified Town staff of possible zoning violation.
Suspicious Person	1/11/2018	Town line	Received call of disoriented person wondering on Tanyard Hill Rd. Responded and located individual. Contacted PWCPD & Rescue. Identified the individual as a previous missing person and return the individual to his home.
Motorist Assist	1/11/2018	Town	Dispatched to disabled school bus at Gordon Blvd and Commerce St. Provided traffic control to off load students and move vehicle.
Police Assist	1/11/2018	Town	Responded to River Road to speak with residents regarding dispute.
Lines Down	1/11/2018	Town	Responded to complaint of lines down on Mill St. Contacted Dominion Power

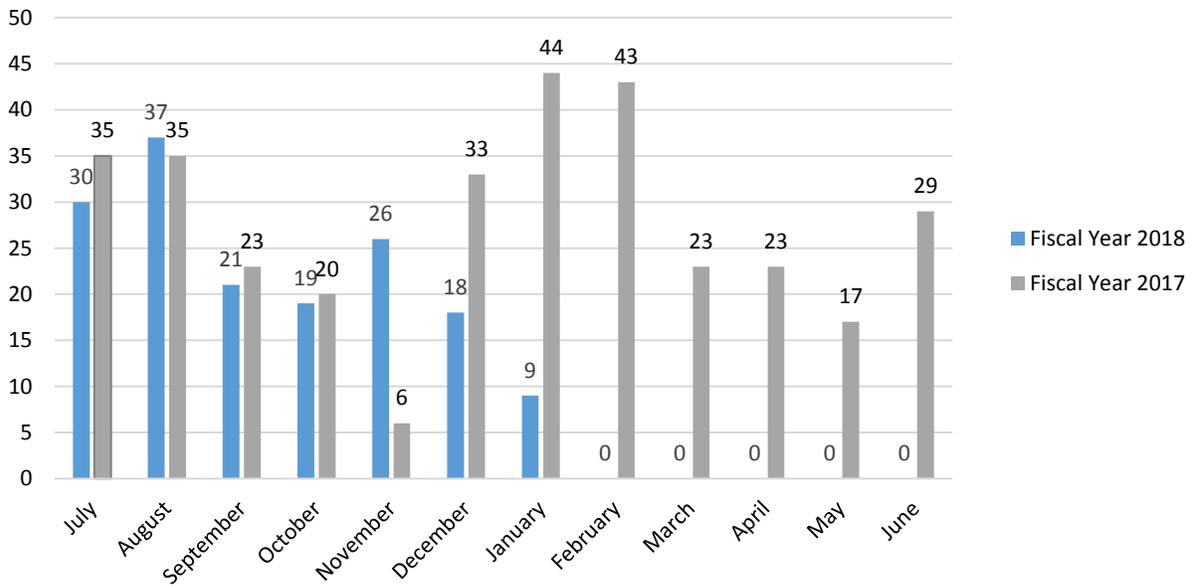
			and Verizon regarding Fiber Optic Cables.
Neighbor Dispute	1/11/2018	Town	Responded to River Rd to speak with residents over trash and various complaints.
Neighbor Dispute	1/13/2018	Town	Responded to River Rd to speak with resident over neighbor issues.
Animal Complaint	1/17/2018	Town	Responded to Washington St. for complaint of dog off leash. Identified the dog and owner.
Suspicious Circumstance	1/18/2018	Town	Responded to W. Locust St. for complaint that an unknown person was questioning a minor waiting at the school bus stop. Opened an investigation into the matter.
Neighbor Dispute	1/23/2018	Town	Received complaint regarding neighbor creating nuisance on River Road. Spoke with complainants.
Neighbor Dispute/ Assault	1/23/2018	Town	Received complaint regarding alleged assault which PWCPD responded to on 1/22/18 between neighbors in Occoquan Heights.
Fraudulent Solicitation	1/24/2017	Town	Received complaint regarding fraudulent solicitation for donations to cancer patients.
Parking Complaint	1/24/2017	Town	Responded to illegal parking complaints on Mill St.
Accident	1/24/2018	Town	Responded to 3 vehicle accident at Gordon Blvd and Commerce St. Accident was handled by PWCPD.
Fraudulent Solicitation	1/25/2018	Town	Received complaint regarding fraudulent solicitations. Notified town businesses of fraudulent activities.
Neighbor Dispute	1/27/2018	Town	Received telephone calls from individual regarding neighbor disputes related to River Road.
Parking Complaint	1/29/2018	Town	Received a complaint regarding cars blocking access on Poplar Alley. Reviewed and spoke with Complainant.
Neighbor Dispute	1/30/2018	Town	Responded to River Road for neighbor complaints. PWCPD responded to secondary complaint. Spoke with both parties.

Traffic Summonses FYTD (GRAPH) ¹



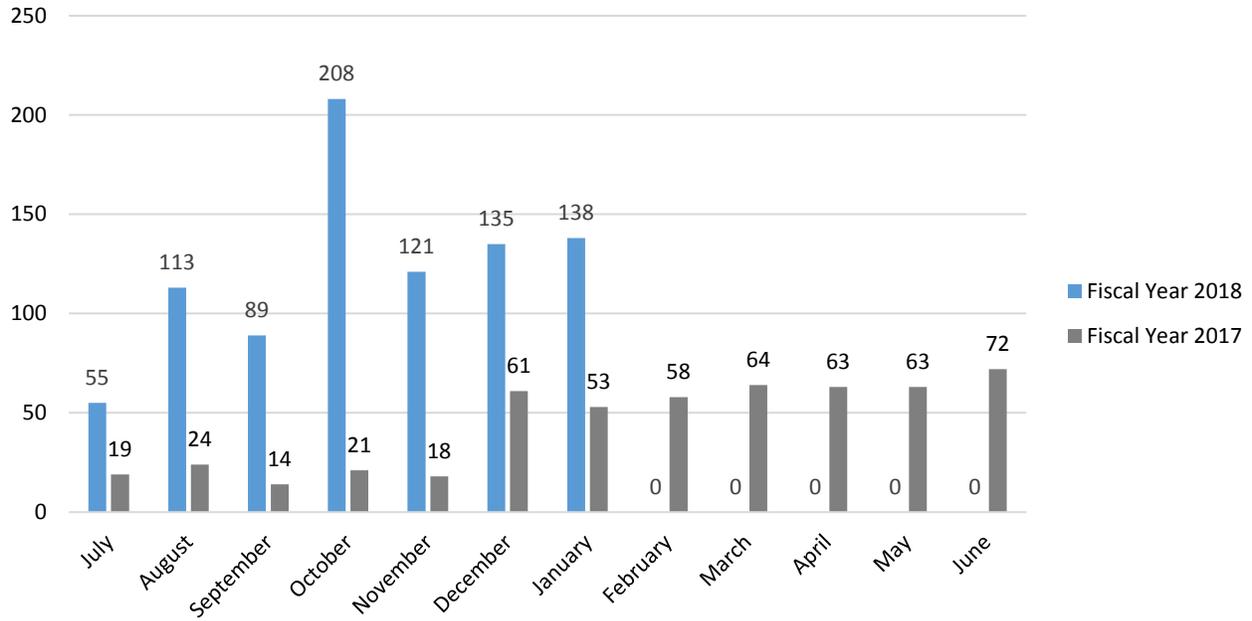
¹Goals 1, 2

Parking Tickets Issued FYTD (GRAPH) ²



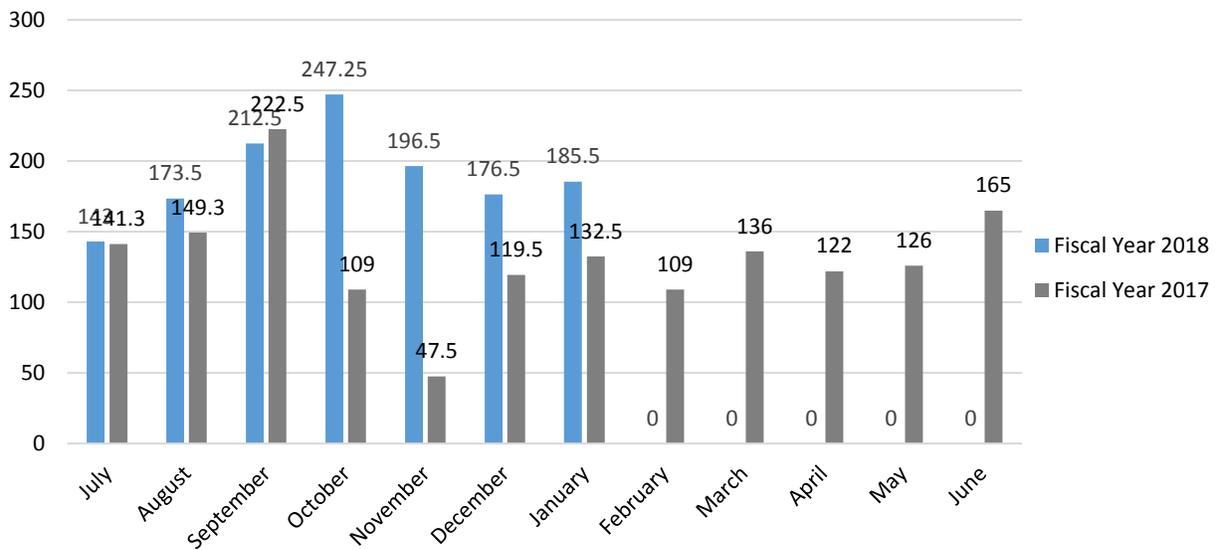
²Goal 2

Traffic Enforcement FYTD (GRAPH) ³



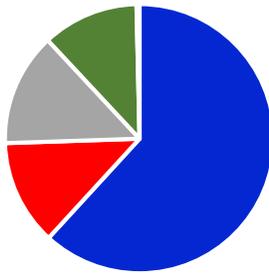
³Goal 2

Patrol Hours FYTD (GRAPH) ⁴



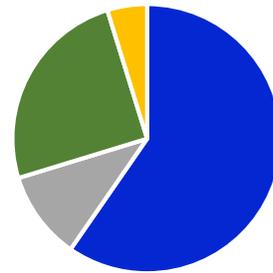
⁴Goals 1, 2, 3

Total Administrative/Training



■ Linn ■ Volunteer Admin ■ Barker ■ Neff ■ Feliciano

Total Patrol Hours FYTD



■ Linn ■ Barker ■ Neff ■ Feliciano

Community Relations

Provided patrol and visibility throughout Town, including foot patrols through Historic Downtown.

Attended meeting with Keep Prince William Beautiful Arbor Day 5K.

Engage in stop sign and speed compliance details.

Current Initiatives

Working with auxiliary officers to increase patrols and visibility on nights and weekends.¹

Working with auxiliary officer and volunteer staff to address administrative needs of the Town and Police Department.

Attended DCJS required Training Officers’ Quarterly Meeting.

Attended the DMV Grant Workshop with Town staff.

Continued with “Stop Sign Enforcement Ahead” campaign. Directed speed enforcement patrols on Washington Street. Directed traffic enforcement on Commerce Street and Gordon Boulevard (Block the Box and Driving off Roadway).²

¹Goal 3

²Goal 2



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: February 6, 2018
8 A: Request to Approve Lease with Occoquan Historical Society	

Explanation and Summary:

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

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$1.00 Annual Lease Cost
Account Number: N/A

Proposed/Suggested Motion:

"I recommend approval of the revised lease with the Occoquan Historical Society for lease of the town owned building located at 413 Mill Street, and authorize the Mayor to sign."

OR

Other action Council deems appropriate.

Attachments: (1) Draft Lease - 413 Mill Street

~~LEASE AGREEMENT~~

THIS LEASE ~~AGREEMENT~~ (Lease), made this ___ day of _____, 201~~8~~⁶~~3~~, by and between the **Town of Occoquan**, ~~hereinafter referred to as a municipal corporation of the Commonwealth of Virginia ("Landlord")~~ and the Occoquan Historical Society, ~~Inc., herein after referred to as a Virginia Corporation ("Tenant")~~ (Landlord and Tenant are each a "Party" and are collectively referred to herein as the "Parties").

WITNESSETH:

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

~~That for and in consideration of the payment by Tenant of the rent and the performance by Tenant and Landlord of the terms, conditions, and covenants set forth in this Lease, the Landlord does lease to Tenant, and Tenant does lease from Landlord, the real property described herein:~~

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

~~_____ for a term of five (5) ~~one (1)~~ years, unless extended or terminated as hereinafter provided, beginning on _____, 2018, and ending on _____, 2023 for a rent of \$1.00 (ONE DOLLAR) per year, and other consideration the sufficiency of which is hereby acknowledged, payable to Landlord, or Landlord's designated agent, Town of Occoquan, Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125, in advance and without notice. Payments shall include payments of taxes to the aforementioned Premises.~~

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

~~1. LEASED PREMISES~~

~~The premises subject to this Lease shall consist of the one-story stone building, commonly known as the Mill House Museum and located at 413 Mill Street, Occoquan, VA 22125.~~

~~2. DURATION OF AGREEMENT AND RENT~~

~~This Lease shall be for a term of five (5) years, beginning on January 1, 2017, and ending on December 31, 2021, unless otherwise terminated in accordance with the provisions of this agreement. Rent shall be \$1.00 (ONE DOLLAR) per year, and other consideration the sufficiency of which is hereby acknowledged, payable to Landlord, or Landlord's designated agent, Town of Occoquan, Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125, in advance, without notice.~~

3.1. USE OF ~~LEASED~~ PREMISES

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

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

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

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

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

~~e. Tenant agrees not to assign or sublet the leased premises without the prior written consent of Landlord.~~

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

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

~~Tenant shall be responsible for the prompt payment of telephone and other utility expenses associated with operating a museum on the leased premises. Landlord shall be responsible for the payment of a security service chosen by Tenant with the written consent of the Landlord.~~

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

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

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

4.2. INSURANCE

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

b. Tenant shall procure and maintain all insurance ~~which~~that it deems necessary for its protection against loss of or damage to any of its property situated on the ~~leased premises~~Premises. Tenant shall obtain and keep in force during the lease term and any extension ~~thereof, commercial~~ general liability insurance from an insurer reasonably acceptable to the Landlord in the amount of ~~one two~~ million U.S. dollars ~~business liability insurance is \$1,000,000 for "Liability and Medial Expenses," and \$1,000,000 "Personal and Advertising Injury," with a General Aggregate of \$2,000,000.~~ (US \$~~1~~2,000,000) naming the Landlord as an additional insured and providing the Landlord with at least 30 days' advance written notice of termination of the policy or reduction of coverage. Tenant shall provide proof of insurance to the Landlord.

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

5.3. MAINTENANCE AND REPAIRS

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

b. Tenant shall ~~give written notice to~~ notify Landlord of all ~~needed~~ repairs and maintenance that the Landlord is responsible for in 35.a. when Tenant becomes aware of such.

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

d. Landlord shall have the right to enter upon the ~~leased premises~~ Premises from time to time in order to inspect the same and to perform any maintenance, repairs, and replacements ~~that which~~ it is required to make under the provisions of this Lease. This right shall be exercised in such manner as to ~~minimize~~ not ~~interference~~ with Tenant's use and enjoyment of the ~~leased premises~~ Premises and shall be subject to any and all laws, orders, and regulations of the United States Government, Virginia State Government or local government having authority.

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

~~e.f.~~ Tenant shall provide custodial service and museum main room pest control at its sole cost and expense.

6.4. DAMAGE TO OR DESTRUCTION OF ~~LEASED PREMISES~~ PREMISES

If during the term of this Lease, the roof and/or exterior walls of the ~~leased premises~~ Premises are damaged by fire, flood, windstorm, earthquakes, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty so that the same are rendered wholly unfit for occupancy, and if said portions of the Premises cannot be repaired within sixty (60) days from the time of such damage, and if the leased premises cannot be repaired within sixty (60) days from the time of such damage, then this Lease, at the option of the Tenant, may be terminated as of the date of such damage. Tenant may exercise this right at any point if the leased premises remain wholly unfit for

~~occupancy.~~ If the Tenant does not elect to terminate the Lease, or if any damage by any of the above casualties rendering the ~~leased premises~~ Premises wholly unfit, can be repaired within sixty (60) days, Landlord agrees to repair such damage promptly, if necessary funds are budgeted and appropriated, and this Lease shall not be affected in any manner.

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

7.5. ACTION OF PUBLIC AUTHORITIES

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

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

If less than a substantial part of the Premises be taken by condemnation, or the Lease is not terminated in accordance with the foregoing provisions, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Premises so as to constitute the Premises a complete architectural unit, but Landlord shall not in any event be required to spend for such work more than the amount received by Landlord as damages. Tenant, at its sole cost and expense, shall, with

respect to all signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant restore such part of the Premises as is not taken to as near to its former condition as possible.

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

~~In the event that any exercise of the power of eminent domain by a governmental entity, Federal, State, County, or Municipal, or by any other partyParty vested by law with such power, shall at any time prevent the full use and enjoyment of the leased premises by Tenant for the purposes set forth in this Lease, Tenant shall have the right to terminate this Lease. In the event of any such action, both only the Landlord and Tenant shall have the right to claim, recover and retain from the governmental authority or other partyParty taking such action the damages suffered by them respectively it as a result of such action, and Tenant hereby irrevocably assigns any damages it could claim, recover or retain to the Landlord.~~

8.6. IMPROVEMENTS BY TENANT

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

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

~~Tenant shall have the right to make such alterations, additions, or improvements in or to the leased premises as it shall consider necessary or desirable for the conduct of business, provided that all such work shall be done in a good and workmanlike manner, that the structural integrity of the leased premises shall not be impaired, that no liens attach to the leased premises by reason of such, and that all such work is first~~

~~consented to in writing by the Landlord. Tenant is responsible for obtaining any certificate of appropriateness required for an exterior alteration, addition, or improvement. Upon the termination of this Lease, such alterations, additions, or improvements shall, at the option of the Tenant, (a) become the property of the Landlord, or (b) be removed by the Tenant, provided that any part of the leased premises affected by such removal shall be restored to its original condition, reasonable wear and tear excepted.~~

9.7. LIABILITY AND INDEMNITY

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

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

~~Except as otherwise provided in Section 4 (Insurance) of this Lease, to the extent permitted by law, Tenant shall indemnify and save Landlord harmless against any and all liabilities, claims, demands, actions, costs and expenses that may be sustained by Landlord by reason of any injury to or death of persons and for any loss of or damage to property caused by the negligent acts or omissions of Tenant's agents, employees, or invitees.~~

10.8. RENEWAL OR EXTENSION

~~The Landlord and Tenant may agree to extend the term of this Lease for a further term of five (5) years, at an annual rate of \$1.00 and otherwise upon the same terms and conditions, by giving notice Tenant giving notice of their intention to extend at least six (6) months prior to the end of the term, and upon Landlord's written acknowledgement that this Lease shall extend without further action of either party. Three (3) months prior to the end of the initial term or any renewal term of this Lease, the Parties shall engage in good faith negotiations to determine whether it is in their mutual interest to enter into a new lease for a further term. The Parties may, by mutual agreement memorialized in writing, extend the term of this Lease for up to four (4) extension terms of one year each. The Parties acknowledge that Virginia law prohibits the renewal or extension of this Lease for a total term (i.e., initial term plus all extensions) in excess of five (5) years except by express action consistent with the procedures set out in Virginia law.~~

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

9. RENTAL ADJUSTMENTS

Annual rent shall not change.

10. TITLE

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

11. SURRENDER

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

~~When this Lease shall terminate, Tenant shall quietly and peaceably deliver up possession to Landlord, without notice from Landlord other than as may be specifically required by any provision of this Lease. Tenant shall deliver up possession of the~~

~~leased premises in as good order, repair, and condition as the same are in at the beginning of the term of the Lease, except for reasonable wear and tear and loss, damage, or destruction caused by negligence of Landlord, its agents, employees, or invitees.~~

12. NOTICE

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

b. Any notice or demand required by the provisions of this Lease to be given to Tenant shall be deemed to have been given adequately if sent by Certified Mail to the President of Occoquan Historical Society at Box 65, Occoquan, VA 22125 or the Tenant's representative at the following address: Compton & Duling, L.C., ~~14914 Jefferson Davis Highway, Woodbridge, VA 22192.~~ 12701 Marblestone Drive, Ste 350, Prince William, VA 22192.

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

13. COVENANTS TO BIND RESPECTIVE PARTIES

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

14. ~~SCOPE, AND INTERPRETATION OF LEASE, AND MODIFICATIONS OF LEASE~~

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

15. TERMINATION WITHOUT CAUSE

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

Town of Occoquan, VA
413 Mill Street Building Lease

Lease Start Date: _____
Lease Expiration Date: _____

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

LANDLORD: TOWN COUNCIL
TOWN OF OCCOQUAN, VIRGINIA

BY: _____
Earnest W. Porta, Jr., Elizabeth A.C. Quist, Mayor

ATTEST: _____

TENANT: OCCOQUAN HISTORICAL SOCIETY

BY: _____
Kimberly J. Deal, President

ATTEST: _____

LEASE

THIS LEASE (Lease), made this ___ day of _____, 2018, by and between the **Town of Occoquan**, hereinafter referred to as "Landlord" and the **Occoquan Historical Society, Inc.**, herein after referred to as "Tenant" (Landlord and Tenant are each a "Party" and are collectively referred to herein as the "Parties").

WITNESSETH:

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

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

for a term of five (5) years, unless terminated as hereinafter provided, beginning on _____, 2018, and ending on _____, 2023 for a rent of \$1.00 (ONE DOLLAR) per year, and other consideration the sufficiency of which is hereby acknowledged, payable to Landlord, or Landlord's designated agent, Town of Occoquan, Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125, in advance and without notice. Payments shall include payments of taxes to the aforementioned Premises.

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

1. USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

2. INSURANCE

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

b. Tenant shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its property situated on the Premises. Tenant shall obtain and keep in force during the lease term and any extension thereof general liability insurance from an insurer reasonably acceptable to the Landlord in the amount of two million U.S. dollars (US \$2,000,000) naming the Landlord as an

additional insured and providing the Landlord with at least 30 days' advance written notice of termination of the policy or reduction of coverage. Tenant shall provide proof of insurance to the Landlord.

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

3. MAINTENANCE AND REPAIRS

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

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

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

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

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

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

4. DAMAGE TO OR DESTRUCTION OF PREMISES

If during the term of this Lease, the roof and/or exterior walls of the Premises are damaged by fire, flood, windstorm, earthquakes, strikes, riots, civil commotions,

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

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

5. ACTION OF PUBLIC AUTHORITIES

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

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

If less than a substantial part of the Premises be taken by condemnation, or the Lease is not terminated in accordance with the foregoing provisions, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Premises so as to constitute the Premises a complete architectural unit, but Landlord

shall not in any event be required to spend for such work more than the amount received by Landlord as damages. Tenant, at its sole cost and expense, shall, with respect to all signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant restore such part of the Premises as is not taken to as near to its former condition as possible.

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

6. IMPROVEMENTS BY TENANT

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

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

7. LIABILITY AND INDEMNITY

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

Landlord, it being specifically agreed that Landlord shall not be personally liable for any such judgment.

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

8. RENEWAL OR EXTENSION

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

9. RENTAL ADJUSTMENTS

Annual rent shall not change.

10. TITLE

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

11. SURRENDER

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

12. NOTICE

a. Any notice or demand required by the provisions of this Lease to be given to

Landlord shall be deemed to have been given adequately if sent by Certified Mail to Landlord at the following address: Mayor, Town of Occoquan, PO Box 195, Occoquan, VA 22125.

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

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

13. COVENANTS TO BIND RESPECTIVE PARTIES

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

14. SCOPE AND INTERPRETATION OF LEASE

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

15. TERMINATION WITHOUT CAUSE

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

SIGNATURE PAGE FOLLOWS

Town of Occoquan, VA
413 Mill Street Building Lease

Lease Start Date: _____
Lease Expiration Date: _____

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

LANDLORD: TOWN COUNCIL
TOWN OF OCCOQUAN, VIRGINIA

BY: _____
Elizabeth A.C. Quist, Mayor

ATTEST: _____

TENANT: OCCOQUAN HISTORICAL SOCIETY

BY: _____
Marge Shaffer, President

ATTEST: _____



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: February 6, 2018
8 B: Request to Purchase Replacement Refuse and Recycling Containers – Phase I	

Explanation and Summary:

The FY2018 – FY2022 Capital Improvement Plan includes funding in FY2018, FY2019 and FY2020 for a three-phase plan to replace the aggregate and brown public refuse containers that are maintained and serviced by the Town of Occoquan. Currently, the Town owns 31 public refuse containers. Eight of those containers are the new style and were purchased as part of the fit-out prior to the grand opening of River Mill Park in 2016.

The attached maps identify the current locations of the aggregate and brown refuse containers, and the proposed locations of the replacement containers. The replacement program includes both refuse and recycling containers.

There are many recommendations on where to place and how far apart to place refuse containers, from 2 to 4 containers per block to placing a container every 200 feet. Some research also suggests adding refuse containers in high traffic areas, near seating, restaurants, and entrances to civic or community buildings. This recommendation includes refuse containers at each major intersection, high traffic areas, and mid-block within the Historic Business District. This would increase the Town’s current public refuse container program from 31 units, to 65 units.

This request includes the purchase of 12 refuse containers and 3 recycling containers as Phase I of the replacement program. The cans that will be replaced as part of Phase I are included in the attached map. The Phase I replacement plan focuses on replacing cans at intersections and the entrances to town. Impacted aggregate cans will be relocated and surplus cans (aggregate and brown cans) will be sold through the Town’s surplus auction site.

Available Funding: FY18 - \$11,000 (Refuse Container Replacement Program, Phase I) CIP
FY18 - \$2,000 (Mamie Davis Fund) – 2 cans
Total Available Budget: \$13,000

Phase I Cost: \$12,213.91 (including shipping)

Town Attorney’s Recommendation: Recommend approval.

Town Manager’s Recommendation: Recommend approval.

Cost and Financing: \$12,213.91

Account Number: FY2018 CIP – Trash/Recycling Containers Replacement; FY2018 Mamie Davis Fund – Capital Projects

Proposed/Suggested Motion:

“I move to approve the purchase of refuse and recycling containers as part of Phase I of the refuse container replacement plan and appropriate an amount not to exceed \$12,213.91.”

OR

Other action Council deems appropriate.

Attachments: (4) Refuse Container Quote
Detail of Containers
Maps – Location of Proposed Container Placement
Location of Current Container Placement
Phase I Implementation Plan
FY2018 CIP Projects Tracking



Company Address 211 N Lindbergh Blvd
 St. Louis, MO 63141
 US

Created Date 2/2/2018
 Quote Number SFQ-00021594

Prepared By Hayley Hillman
 Email hayley.hillman@upbeat.com

Contact Name KIRSTYN JOVANOVIH
 Phone 70349119182
 Email kjovanovich@occoquanva.gov

Bill To Name TOWN OF OCCOQUAN
 Bill To PO BOX 195
 OCCOQUAN, VA 22125
 US

Ship To Name TOWN OF OCCOQUAN
 Ship To 124 COMMERCE STREET
 OCCOQUAN, VA 22125
 US

Product	Line Item Description	Sales Price	Quantity	Total Price
L1378BRT-Rendezvous 32 Gallon Recycler, Bold Recycler Top	RECEPTACLE COLOR: TEXTURED BLACK / LABEL: RECYCLE LOGO ONLY (WHITE)	\$736.00	3.00	\$2,208.00
L1378CT-Rendezvous 32 Gallon Trash Receptacle, Contour Top	RECEPTACLE COLOR: TEXTURED BLACK	\$759.00	12.00	\$9,108.00

Subtotal \$11,316.00
 Shipping and Handling \$897.91
 Tax \$0.00
 Total \$12,213.91

All 3rd Party Freight and Will Call orders are subject to a 5% handling fee.

Refuse Container



[My Account](#) | [Order Status](#) | [Contact Us](#) | [Saved for Later \(0\)](#)



- [Benches](#)
- [Picnic Tables](#)
- [Bike Racks](#)
- [Park & Pool](#)
- [Signs](#)
- [Floor Mats](#)
- [Indoor Solutions](#)
- [Traffic & Safety](#)
- [Trash Receptacles](#)

[Trash Receptacles](#) > [Trash Receptacle Materials](#) > [Plastisol Coated Metal](#)

- [Share](#)
- [Tweet](#)
- [+ Share](#)
- [in Share](#)
- [email](#)
- [print](#)

Rendezvous 32 Gallon Trash Receptacle, Contour Top

[Write a Review](#)



Item #L1378CT

\$825 / each

[Estimate Shipping](#)



Quantity

[Add to Cart](#)

[Save for Later](#)

32"H x 28"Dia. | 89 lbs
Estimated Ship Date: March 2, 2018

[Spec Sheet](#)

RECEPTACLE COLOR: BLACK



Colors may vary due to monitor resolution and personal settings.
For an exact match, please [request a sample](#).

* Select colors require an additional charge.



Description

[Complimentary Items](#)

[Q & A](#)

[Reviews](#)

Rendezvous receptacles offer classic details with quality workmanship.

Uncompromising strength and superior construction with the exceptional Fusion Advantage finish.

- FA** • **20-year limited structural warranty with 7-year finish warranty**; see full details on multi-year warranties for components [here](#).
- Steel slats are protected by the patented [Fusion Advantage](#) finish that won't rust, fade, peel, chip, crack, mold or mildew
- Fade-resistant, powder coated steel tops feature a state-of-the-art primer proven to prevent rusting
- Includes top, reusable plastic liner and adjustable rubber feet
- Tops include strap and hardware to secure it to the receptacle base
- Matching benches, planters, recyclers, tables and pedestal chairs are available
- Federally ADA-compliant*

*Please check your local regulations for possible additional requirements.

See detailed information about our [Warranty](#) or [Shipping](#) services.

See other items in this [Brand](#).

See more items in the [Rendezvous](#) collection.

Recycling Container



[My Account](#) | [Order Status](#) | [Contact Us](#) | [Saved for Later \(0\)](#)



- [Benches](#)
- [Picnic Tables](#)
- [Bike Racks](#)
- [Park & Pool](#)
- [Signs](#)
- [Floor Mats](#)
- [Indoor Solutions](#)
- [Traffic & Safety](#)
- [Trash Receptacles](#)

[Trash Receptacles](#) > [Recycling Receptacles](#) > [Outdoor Recyclers](#)

- [Share](#)
- [Tweet](#)
- [+ Share](#)
- [in Share](#)
- [email](#)
- [print](#)

Rendezvous 32 Gallon Recycler, Bold Recycler Top



[Write a Review](#)

Item #L1378BRT

\$800 / each

[Estimate Shipping](#)



Quantity

[Add to Cart](#)

[Save for Later](#)

33"H x 28"Dia. | 89 lbs
Estimated Ship Date: March 2, 2018

[Spec. Sheet](#)

RECEPTACLE COLOR: BLACK



LABEL: RECYCLE LOGO ONLY (WHITE)



Colors may vary due to monitor resolution and personal settings.
For an exact match, please [request a sample](#).

* Select colors require an additional charge.

Description

[Complimentary Items](#)

[Q & A](#)

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- Matching benches, planters, receptacles, tables and pedestal chairs are available
- Federally ADA-compliant*

*Please check your local regulations for possible additional requirements.

See detailed information about our [Warranty](#) or [Shipping](#) services.

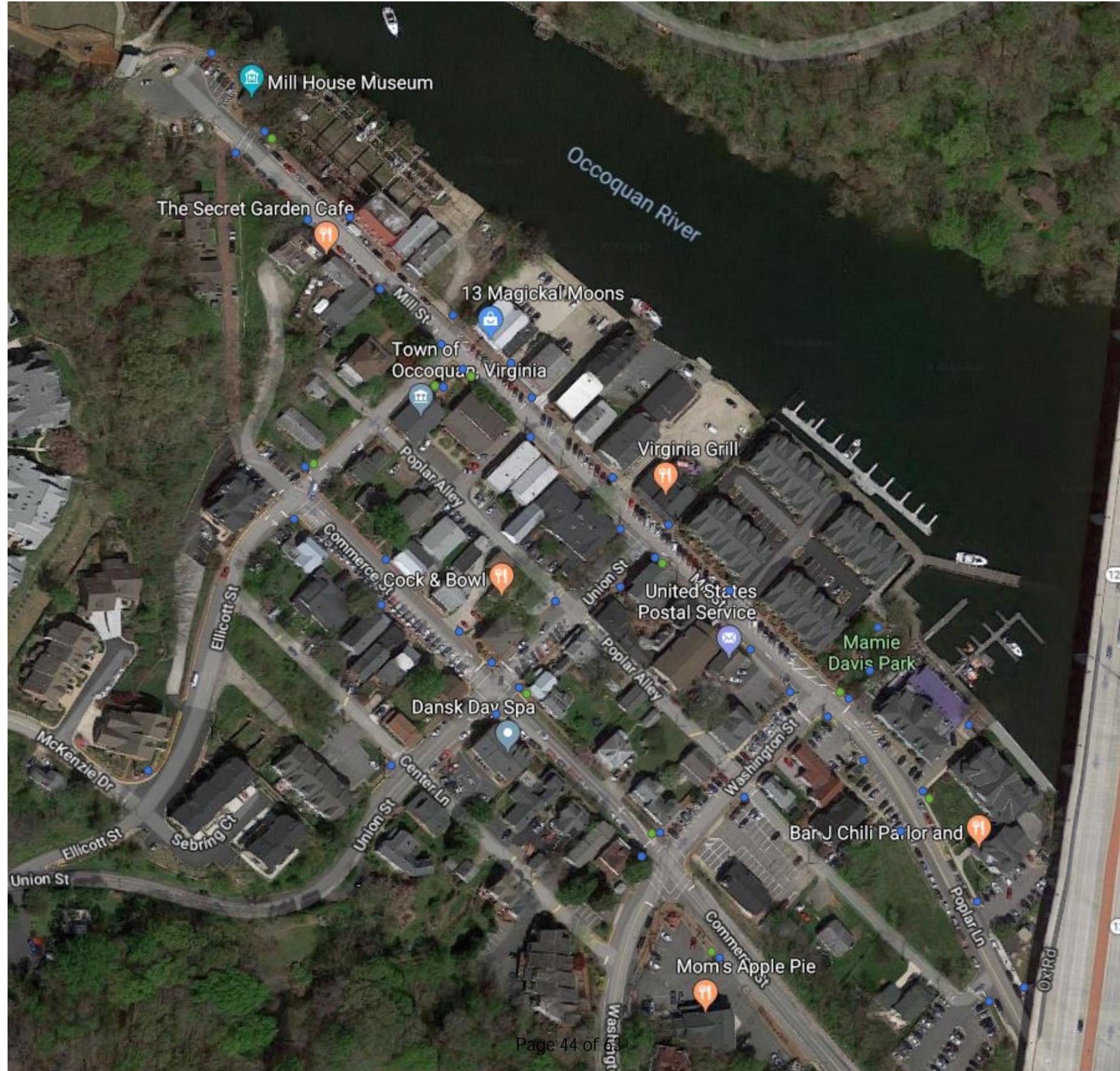
See other items in this [Brand](#).

See more items in the [Rendezvous](#) collection.



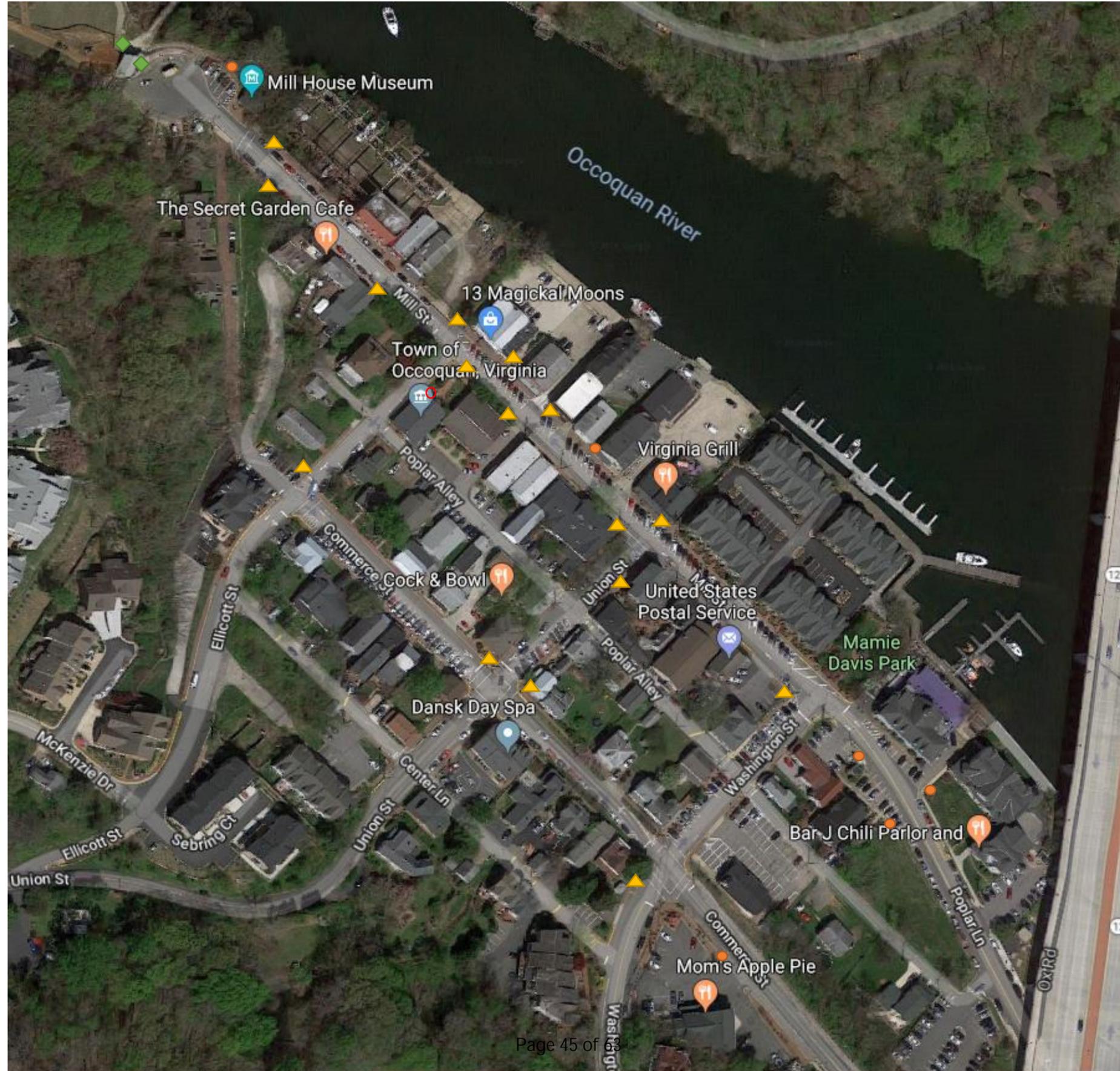
Proposed Locations (57)

- Refuse Container
- Recycling Container



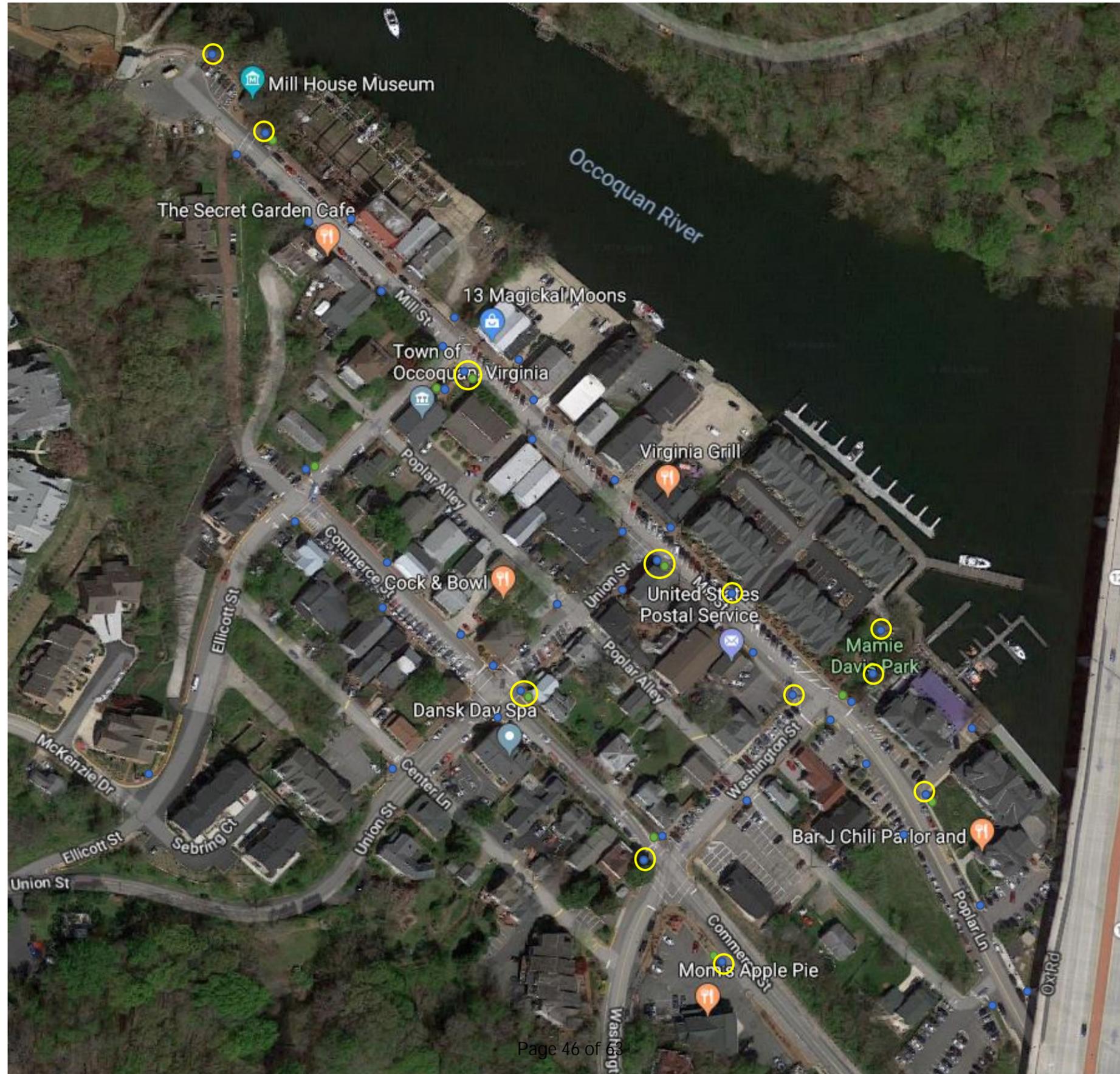
Current Locations (23 + 8 black cans inside River Mill Park)

- Brown Refuse Container
- ▲ Aggregate Refuse Container
- Small TH Container
- ◆ Black Steel Cans



Phase I Replacement Plan

- Refuse Container
- Recycling Container
- Phase I Replacement



FY 2018 CIP Projects Tracking

Project	Category	Status	Budget	Actual	Difference	Notes	Dept
Community Planning Project	Parking Traffic Study	COMPLETED	\$ 25,000	\$ 24,700	\$ (300)		PW
Street Maintenance	Annex/Mom's Parking Lot - Quote Pending	IN PROGRESS	\$ 15,000	\$ 26,000	\$ 11,000	~6,000 is due to Poplar Alley work completed in FY18	PW
Building Maintenance	Annex Door replacements	NOT STARTED	\$ 2,500	\$ 1,000	\$ (1,500)		PW
Stormwater Management		NOT STARTED	\$ 5,000	\$ -	\$ (5,000)	Info pending from PWC to participate in program	PW
Trash/Recycling Containers Replacement/Maintenance	Phase I	IN PROGRESS	\$ 11,000	\$ 10,696	\$ (304)	\$1,472 included under MD	PW
Town Hall Renovations - Lower Level		NOT STARTED	\$ 15,000	\$ 15,000	\$ -		PW
Gaslight Conversion to Electric/Maintenance	Gaslight Maintenance, Bridge Light Materials	COMPLETED	\$ 10,000	\$ 6,065	\$ (3,935)		PW
Street/Curb Striping Program	Yellow Curb Painting	NOT STARTED	\$ 8,000	\$ 8,000	\$ -	Curb Painting	PW
Town Dock Maintenance		NOT STARTED	\$ 10,000	\$ 10,000	\$ -	Lighting Plan	PW
Tanyard Hill Parcel	Trail work, Signage install/removal	NOT STARTED	\$ 2,500	\$ 2,500	\$ -		Parks
River Mill Park Maintenance		N/A	\$ 5,000	\$ -	\$ (5,000)	Stone Dust Trail Refurb - no longer required	Parks
Canoe/Kayak Ramp Install		NOT STARTED	\$ 140,000	\$ -	\$ (140,000)	Identifying other funding opportunities	Parks
In-Vehicle Laptops		IN PROGRESS	\$ 2,500	\$ 3,200	\$ 700		PS
Body Armor		COMPLETED	\$ 4,000	\$ 1,777	\$ (2,223)		PS
IBR Reporting System Replacements		N/A	\$ 5,000	\$ -	\$ (5,000)	Push to Fy19	PS
Computer Upgrades/Replacement		IN PROGRESS	\$ 10,000	\$ 9,430	\$ (570)		IT
Document Management Project		IN PROGRESS	\$ 5,000	\$ 1,453	\$ (3,547)		IT
Town Code Recodification		IN PROGRESS	\$ 10,000	\$ 10,000	\$ -		Admin
Office Equipment Replacement	Dais Chairs, desks	NOT STARTED	\$ 6,000	\$ 6,000	\$ -		Admin

\$ 291,500

Planned CIP by 6/30/18 \$135,821

Full Budgeted FY CIP \$291,500

Difference to Budget \$155,679

Delayed Projects from FY 18 CIP

Project	Budget	Status
Canoe/Kayak Ramp Install	\$ 140,000	Funding gap; preparing project for FY19
River Mill Park Maintenance	\$ 5,000	Trail refurbishment, no longer required
Stormwater Management	\$ 5,000	Requested PWC provide analysis on town's participation in County's SWM program.
IBR Reporting System Replacements	\$ 5,000	Push to FY19 - Chief working on replacement program
Total Delayed FY18 Funding	\$ 155,000	



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: February 6, 2018
8 C: Request to Purchase Replacement Desktop Computers for Town Hall and In-Vehicle Laptop for Police Cruiser	

Explanation and Summary:

This is a request to appropriate funding and approve the purchase of five (5) desktop computers and one (1) in-vehicle laptop for Town staff use. The current computers utilized by Town staff were purchased and installed in September 2013 and are nearing the end of their useful life. In addition, this request includes replacement of the public safety in-vehicle laptop, which was purchased in January 2013. The current laptop in use will be refurbished and utilized in the secondary police cruiser. The desktop computer utilized by the Town Manager is not part of this replacement program as it was purchased in July 2016.

The FY2018 CIP includes funding for replacement computers:

CIP - Information Technology - Computer Upgrades/Replacement: \$10,000

CIP - Public Safety - In Vehicle Laptops: \$2,500

Total Available CIP Funds: \$12,500

Proposed Replacement Cost: \$12,630

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$12,630

Account Number: FY2018 CIP - Computer Replacement

Proposed/Suggested Motion:

"I move to approve the purchase of replacement desktop computers for Town Hall and an in-vehicle laptop for the police cruiser and appropriate an amount not to exceed \$12,630 from the FY2018 Capital Improvement Plan."

OR

Other action Council deems appropriate.

Attachments: (2) Computer Equipment Replacement Quote
FY2018 CIP Projects Tracking



IT Managed Services Provider Since 1999
Microsoft Certified Partner

2018 Recommended Computer Upgrades Town of Occoquan

Date: January 29, 2018
Customer: Town of Occoquan
Contact: Kirstyn Jovanovich, Town Manager

Background: The Town of Occoquan has requested a cost estimate of replacing 5 of 7 current desktops, with 2 new monitors each and 2 laptops of PD, with Microsoft Office Home and Business / Professional 2016.

Deployment Process: Recommend weekend installation then Monday user training and assistance. (standard rate)

Scope of Work (Labor)

1. Design and order replacements for 5 out of 7 Desktops and 2 laptops.
2. Set up 5 new desktops, join to domain, set up Outlook email, remote access, data transfer, remove old computers from the network and wipe hard drives.
3. Order 2 laptops for Police Department: Join to domain, set up Outlook email, assist with car installation. Data transfer if needed. Remove old laptop from the network. Wipe data and prepare for emergency back up or disposal.
4. Install network copier/printer and other local printers and scanners.
5. Install and configure QuickBooks and other software as requested.
6. Set up new dual monitors and configure for dual view screens.

Hardware Cost Estimate

Dell OptiPlex 5050 desktop small form factor:

i5 CPU, W10 Pro, 8GB RAM, SSD hard drive, DVD drive, Office Home and Business 2016 (note that this version does NOT include Publisher) two 20" basic (not height adjustable) LED monitors, 3-year pro warranty = \$1250 per computer

Dell Latitude 14" Rugged laptop:

i5 CPU, W10 Pro, 8GB RAM, Solid State (SSD) hard drive, rubberized keyboard, Office Home and Business 2016, reinstall all software, car docking station (there may be other costs as Chief Levi oversaw some of the vehicle installation in current vehicle?), built-in Verizon WIFI WAN card, 3-year pro warranty = \$2800 per laptop

Total Cost Estimate: (DELL)

- 1) Hardware Costs:
 - a. 5) Desktops w/ Office 2016 and 2 monitors \$6250
 - b. 2) Laptops w/ Office 2016 \$5600

- 2) IT Labor Costs (Computer Doctor)
 - a. Desktops \$1500
 - b. Laptops \$800
 - c. Config and test remote access \$300

Terms and Conditions:

The Computer Doctor will perform the work described above with work to commence upon a mutually agreeable date. Payment terms are:

- 1) Hardware Costs: Payable directly to Dell, by prepaid check, credit card or terms.
- 2) Labor Costs: Signed contract and a deposit of 50% is due upon commencement of project with balance due upon of completion.

Computer Doctor agrees that work will commence no later than 14 days after execution of this Agreement or other mutually agreeable time, and work will be finished within 14 days of job commencement unless other circumstances beyond our control occur.

Customer agrees that within 72 hours of completion that users have tested and inspected all workmanship to be satisfactory and in good working order. Additional requests outside of this contract will be performed for an additional fee. Both parties agree to hold harmless for accident, damages or injury except in the event of gross negligence by either party. Signatory below agrees these terms are acceptable:

X

Elizabeth Quist
Mayor, Town of Occoquan

FY 2018 CIP Projects Tracking

Project	Category	Status	Budget	Actual	Difference	Notes	Dept
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Town Dock Maintenance		NOT STARTED	\$ 10,000	\$ 10,000	\$ -	Lighting Plan	PW
Tanyard Hill Parcel	Trail work, Signage install/removal	NOT STARTED	\$ 2,500	\$ 2,500	\$ -		Parks
River Mill Park Maintenance		N/A	\$ 5,000	\$ -	\$ (5,000)	Stone Dust Trail Refurb - no longer required	Parks
Canoe/Kayak Ramp Install		NOT STARTED	\$ 140,000	\$ -	\$ (140,000)	Identifying other funding opportunities	Parks
In-Vehicle Laptops		IN PROGRESS	\$ 2,500	\$ 3,200	\$ 700		PS
Body Armor		COMPLETED	\$ 4,000	\$ 1,777	\$ (2,223)		PS
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Document Management Project		IN PROGRESS	\$ 5,000	\$ 1,453	\$ (3,547)		IT
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Office Equipment Replacement	Dais Chairs, desks	NOT STARTED	\$ 6,000	\$ 6,000	\$ -		Admin

\$ 291,500

Planned CIP by 6/30/18 \$135,821

Full Budgeted FY CIP \$291,500

Difference to Budget \$155,679

Delayed Projects from FY 18 CIP

Project	Budget	Status
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River Mill Park Maintenance	\$ 5,000	Trail refurbishment, no longer required
Stormwater Management	\$ 5,000	Requested PWC provide analysis on town's participation in County's SWM program.
IBR Reporting System Replacements	\$ 5,000	Push to FY19 - Chief working on replacement program
Total Delayed FY18 Funding	\$ 155,000	



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: February 6, 2018
8 D: Request for Approval to Execute NOVA Law Enforcement Mutual Aid Agreement	

Explanation and Summary:

This is a request for approval to execute the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018. The chair of the Northern Virginia Police Chiefs and Sheriffs Committee has drafted an updated Mutual Aid Agreement for acceptance by the Town of Occoquan. The updated agreement mirrors the 2013 agreement approved by Town Council with the only significant change being the addition of the reference to the Northern Virginia Active Violence Incident Plan.

Police Chief's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to approve the Town's participation in the Northern Virginia Law Enforcement Mutual Aid Agreement and authorize the Mayor to sign."

OR

Other action Council deems appropriate.

Attachments: (1) Northern Virginia Law Enforcement Mutual Aid Agreement

NORTHERN VIRGINIA LAW ENFORCEMENT

MUTUAL AID AGREEMENT of 2018

By virtue of the authority conferred by Sections 15.2-1724 and 15.2-1726 of the Code of Virginia (1950), as amended, the local governments within Northern Virginia signatory hereto, hereby adopt this Northern Virginia Law Enforcement Mutual Aid Agreement of 2018, this 1st day of January 2018.

Hereafter, this agreement shall be known as the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018.

WITNESS:

WHEREAS, certain local governments in Northern Virginia have determined that providing police aid across jurisdictional boundaries in certain emergencies will increase the ability of the local governments to promote the public safety and protect the general welfare of the citizens; and

WHEREAS, these same local governments agree that it is to their mutual benefit to cooperate in the enforcement of the laws designed to control or prohibit the use or sale of controlled drugs as defined in Section 54.1-3401, commercial sex trafficking as contained in Article 3 (Section 18.2-344 et seq.) of Chapter 8 of Title 18.2, as well as laws designed to curb gang activity as contained in Article 2.1 (Section 18.2-46.1 et seq.) of Chapter 4 of Title 18.2, Code of Virginia (1950), as amended.

NOW, THEREFORE, the parties hereto jointly resolve and agree to the following provisions:

1. Law enforcement assistance may be requested in order to respond to:
 - a. Any law-enforcement emergency involving any immediate threat to life or public safety, during any emergency resulting from the existence of a state of war, act of terrorism, internal disorder, fire, flood, epidemic or other public disaster.
 - b. The need for cooperative law enforcement efforts regarding:
 - 1) The illegal use and sale of controlled drugs.
 - 2) Sexual offenses and prostitution.
 - 3) Gang activity.
2. It is the intent and purpose of this mutual aid agreement that there be the fullest cooperation among the local law enforcement agencies in the Northern Virginia area to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.

3. The Chief Executive Officer (CEO) or their then acting second in command, of any signatory law enforcement agency is authorized to determine the need for additional law enforcement assistance and/or equipment when an emergency or need exists.
4. If the CEO, or then acting second in command, determines that they need assistance from any jurisdiction that is party to this agreement, they shall communicate their request to the CEO, or their then acting second in command, of the law enforcement agency from which assistance is desired. Such request will include the following:
 - a. The name and title of the official making the request, and the agency they represent.
 - b. A summary of the circumstances initiating the action and a description of the assistance needed.
 - c. The name, title, and location of the official to whom assisting personnel shall report.
5. Upon receipt of a request for assistance, the CEO or then acting second in command receiving the request shall consider the circumstances in the requesting jurisdiction. The receiving CEO or then acting second in command shall evaluate the disposition and availability of their own resources and the capacity of their agency to provide the requested assistance. If the receiving CEO or then acting second in command concurs in the existence of a need for law enforcement assistance, assistance shall be provided as requested within the limits of the receiving agency's resources.
6. For the purposes of this agreement, the police of the Metropolitan Washington Airports Authority may be sent only to the Counties of Arlington, Fairfax, and Loudoun, including signatory towns, in response to requests for assistance. In addition, the Metropolitan Washington Airports Authority may only summon the law enforcement agencies of these same counties and towns for the purpose of obtaining police assistance within its grounds and facilities.
7. For the purpose of providing law enforcement assistance under this agreement, the police of a state-supported institution of higher learning may be sent only to a county, city or town whose boundaries are contiguous with the county or city in which such institution is located.
8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when in the opinion of the agency's CEO, or their then acting second in command, its own personnel are needed or are being used within the boundaries of their own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance, if in the opinion of the agency's CEO, or their then acting second in command, their personnel and/or equipment are needed for other duties within their own jurisdictional boundaries.
9. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by the members of the requesting agency. Each law enforcement officer who enters the jurisdiction of the requesting agency pursuant to this agreement shall have the same police powers as the personnel of the requesting agency. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

10. CEO or their then acting second in command of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into their jurisdiction.
11. Subject to the terms of this agreement, and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this agreement, the parties hereto agree to provide assistance to the requesting jurisdiction in situations requiring mass processing of arrestees and transportation of the same. The parties to this document further agree to assist the requesting jurisdiction with security and operation of temporary detention facilities.
12. Throughout the duration of any response for assistance, the requesting agency shall provide for adequate radio communications so that personnel from the assisting agency can communicate with personnel of the requesting agency. This may be in the form of allowing responding agencies permission to program their radios with the requesting agency's assigned radio frequencies, by providing access to agency-owned radios, through radio interoperability, or by the use of radios available from the National Capital Region (NCR) Radio Cache. (NOTE: As of the date of this document 01/01/18 the NCR Radio Cache for NOVA is managed by Fairfax County).
13. Any jurisdiction, which receives aid under this agreement, shall provide for the release of assisting personnel as soon as is practicable.
14. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purpose. As such, all of the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it to the same extent when it is providing assistance outside its boundaries pursuant to this agreement.
15. The law enforcement officers, agents, and employees of an assisting agency, when acting beyond its territorial limits, shall have all the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
16. The parties shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement.
17. An addendum to this document is the Standard Operating Procedure For A Coordinated Tactical Response To Multiple Active Shooter/Terrorist Incidents In Northern Virginia approved September 1, 2011. The purpose of this SOP is to define roles, responsibilities and initial command and control for critical incidents requiring more than one specialized team (SWAT) in the Northern Virginia Region.
18. An addendum to this document is the Northern Virginia Active Violence Incident Plan (AVI) approved July 1, 2017. The purpose of AVI Plan is to define the roles and responsibilities of patrol commanders in getting as many on-duty patrol resources to an AVI in an affected Northern Virginia jurisdiction as quickly as possible through a more flexible implementation of mutual aid by way of a prearranged patrol response plan.

19. This document, upon adoption, supersedes and replaces the Northern Virginia Law Enforcement Mutual Aid Agreement of March 1, 2013.
20. If any part, section, sub-section, sentence, clause, or phrase of this agreement is, for any reason, declared invalid, such decision shall not affect the validity of the remaining portions of the agreement.
21. This agreement shall remain in effect until terminated by all parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one party hereto, shall be made by thirty (30) days written notice to all other parties, but shall not terminate the agreement among the remaining parties. This document shall remain with full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.
22. A listing of resources available from parties signatory hereto is attached and made a part of this agreement. This list will be updated on an annual basis with the information disseminated to all participating jurisdictions. The Chair of the Northern Virginia Chiefs Group will be responsible for the update process.
23. Any revision to this agreement, except the annual updating of available resources, shall be proposed in writing. All participating jurisdictions will be provided with a copy of the proposal by the initiating agency. Within sixty (60) days of receipt, each jurisdiction will return its comments concerning agreement or disagreement with the revision to the initiating agency. All signatory jurisdictions must agree with any proposed change, and execute an appropriate revision, in order for it to be adopted. Any approved revision will be made part of this agreement as an addendum.

IN WITNESS THEREOF, the parties hereto have executed this agreement.

**NORTHERN VIRGINIA
LAW ENFORCEMENT MUTUAL AID
AGREEMENT of 2018**

**IN WITNESS THEREOF,
the parties hereto have executed this agreement on behalf of the**

**Town of Occoquan Police Department
Occoquan, Virginia**

Elizabeth A.C. Quist
Mayor

Date

Adam Linn
Chief of Police

Date

Northern Virginia Active Violence Incident Plan (2017)

Addendum to the Northern Virginia Mutual Aid Plan

I. Purpose

The purpose of this plan is to get as many on-duty patrol resources to an Active Violence Incident (AVI) in an affected Northern Virginia jurisdiction as quickly as possible through a more flexible implementation of mutual aid by way of a prearranged patrol response plan. This plan does not replace any existing mutual aid agreements between agencies but acts as an addendum to the Northern Virginia Mutual Aid Plan.

II. Definition

- A. Active Violence Incident (AVI) – One or more individuals actively engaged in killing or attempting to kill people in a confined and/or populated area. The overriding objective is mass murder. The situation is not contained and is very dynamic in nature.
- B. Everbridge – Provider of software as service based platforms that are used to send emergency or critical communications to individuals or groups using lists, locations, and visual intelligence.
- C. Metropolitan Washington Council of Governments (COG) - The Metropolitan Washington Council of Governments (COG) is an independent, nonprofit association that brings area leaders together to address major regional issues in the District of Columbia, suburban Maryland, and Northern Virginia. COG's membership is comprised of 300 elected officials from 23 local governments, the Maryland and Virginia state legislatures, and U.S. Congress.
- D. Northern Virginia - City of Alexandria, Arlington County, Town of Dumfries, City of Fairfax, Fairfax County, City of Falls Church, Town of Haymarket, Town of Herndon, Town of Leesburg, Loudoun County, City of Manassas, City of Manassas Park, Town of Middleburg, Prince William County, Town of Purcellville, and the Town of Vienna.

III. AVI Call Type

- A. In order to get the appropriate resources to the affected jurisdiction, a new call type was created. When a jurisdiction decides that an immediate, outside assistance is needed due to an AVI, the affected jurisdiction will notify its communication center and an "AVI" call type will be pushed out to the other participating jurisdictions.

- B. The communication center will inform the participating agencies that an “AVI” has been initiated and the appropriate information will be conveyed.
- C. Once the “AVI” has been relayed, the agreed upon staffing will immediately deploy to the affected jurisdiction.
- D. The AVI Call Type will contain five critical pieces of information:
 - 1. Active Violence Incident
 - 2. Location of AVI
 - 3. Brief Description of Situation
 - 4. Reporting Location (Staging Area)
 - 5. Specific Person to Report to

IV. Communications

- A. Each agency should pre-identify the agencies that border or are located within their jurisdiction as well as those agencies that are within a 30-minute response and create an AVI Response template in Everbridge.
- B. In the event of an AVI response, the communications center from the affected agency will:
 - 1. Notify the pre-identified agencies through Everbridge that an AVI is occurring. The notification should include the five items identified as the AVI Call Type:
 - a. Active Violence Incident
 - b. Location of AVI
 - c. Brief Description of Situation
 - d. Reporting Location (Staging Area)
 - e. Specific Person to Report to
 - 2. The affected agency shall follow-up telephonically with the pre-identified agencies that an AVI is occurring. This is for redundancy to ensure all agencies are notified and to clarify any questions and/or supply additional information as needed.
 - 3. The affected agency should then notify all of Northern Virginia and COG through Everbridge that an AVI is occurring. This notification is for informational purposes so that those agencies not affected by the AVI, can reposition their resources in order to be prepared for a possible secondary AVI.

V. Response

- A. The response to an AVI demands an immediate and large scale response of personnel and equipment and will be based upon many factors, including but not limited to: situation, time of day, location, type of attack, etc. Upon notification of an AVI, the listed agencies will make every effort to provide the following patrol resources to the affected agency within 15 minutes, if available.

Jurisdiction	Number of Officers/Supervisors
Airport Police (MWAA)	4/1
Alexandria Police	4/1
Arlington Police	4/1
Falls Church Police	Subject to Staffing Levels
Fairfax City Police	Subject to Staffing Levels
Fairfax County Police	4/1
George Mason Police	Subject to Staffing Levels
Haymarket Police	Subject to Staffing Levels
Herndon Police	Subject to Staffing Levels
Leesburg Police	Subject to Staffing Levels
Loudoun County Sheriff	3/1
Manassas City Police	Subject to Staffing Levels
Manassas Park Police	Subject to Staffing Levels
Middleburg Police	Subject to Staffing Levels
NVCC Police	Subject to Staffing Levels
Pentagon Police (PFPA)	Subject to Staffing Levels
Prince William Police	4/1
Purcellville Police	Subject to Staffing Levels
Vienna Police	Subject to Staffing Levels
Virginia State Police	4/1

- B. Agencies bordering the affected agency or located within the County of the affected agency will respond, if staffing levels permit and they are able, to the active violence incident.
- C. Agencies within a 30-minute response to the affected agency can be added to the initial communication for assistance.
- D. Agencies outside a 30-minute response will not be expected to respond to the affected agency or included in the initial call for assistance.
- E. Each agency is responsible for identifying the agencies that will respond to assist if an AVI occurs in its jurisdiction.

VI. Initial Response

- A. Each agency that can provide assistance, will identify those officers/supervisors for the initial response to assist the requesting agency and will authorize an emergency response.
- B. The responding officers will report to the identified staging area. Every effort should be made to ensure that responding officers wearing plain clothes are clearly marked and readily identifiable as law enforcement officers.
- C. Responding officers are to assist the requesting agency as a:
 - 1. Contact Team
 - 2. Scene Security
 - 3. Traffic Control
 - 4. As needed
- D. Responding officers will stay on scene to assist until the requesting agency has sufficient resources on hand to handle the incident, at which point, the responding officers will be released in order to return to their home jurisdictions.
- E. If a jurisdiction cannot provide personnel because of staffing or that jurisdiction is itself responding to an incident, or other similar circumstances, the jurisdiction is not required/obligated to provide personnel to support this plan.

VII. AVI Expectations - The expectation for all participating agencies is:

- A. While there is always a concern of multiple or multi-prong attacks or incidents occurring simultaneously in different jurisdictions, the sharing of patrol resources in order to address an on-going AVI must take precedence over an individual Department's desire to harden its local targets.
- B. Once the deployment of officers to a neighboring jurisdiction has been initiated, those officers who remain should be deployed to possible secondary targets within their home jurisdictions.
- C. All signatory agencies agree to ensure minimal training and/or notification to their line officers regarding the content of this agreement.

This plan shall remain in effect until terminated in writing by all parties notwithstanding the continued tenure of any of the representatives who approved its adoption.