



TOWN OF OCCOQUAN

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314 Mill Street
PO BOX 195
Occoquan, VA 22125
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www.OccoquanVA.gov
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Occoquan Town Council Regular Meeting September 2, 2014 | 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. July 30, 2014 Special Meeting Minutes
 - b. August 5, 2014 Joint Public Hearing Minutes
 - c. August 5, 2014 Regular Meeting Minutes
 - d. August 19, 2014 Work Session Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Town Manager
 - d. Chief of Police
 - e. Boards and Commissions
8. **Regular Business**
 - a. Request to Endorse Proposals Related to the Development of the River Park Facility
- Architectural and Engineering

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.

- b. Request to Authorize Advertisement for Vacation of Right of Way, 302 Commerce Street
- c. Request to Build a Deck and Fence within Storm Drainage Easement - 1423 Occoquan Heights Court
- d. Request to Award Contract for Fiscal Year 2014 Audit
- e. Request to Add a Business Representative to the Architectural Review Board
- f. Request to Change 2014 Town Holiday Schedule
- g. Request to Change November 2014 Town Council Regular Meeting Date

9. Closed Session

10. Adjournment



OCCOQUAN TOWN COUNCIL
Special Meeting Minutes
Town Hall - 314 Mill Street, Occoquan, VA 22125
Wednesday, July 30, 2014
7:00 PM

Present: Mayor Elizabeth Quist, Vice Mayor Pat Sivigny, Councilmembers Tyler Brown, J. Matthew Dawson, Jim Drakes and Joe McGuire

Staff: Kirstyn Barr, Town Manager

Other: Mike Vanderpool and Chris Collins of Venderpool, Frostic & Nishanian, P.C.

1. Call to Order

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

2. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(7), consultation with legal counsel regarding intellectual property issues. Councilmember McGuire seconded. **The motion carried by poll vote, unanimous.**

The Council came out of closed session at 7:47 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember McGuire seconded. **Ayes: Vice Mayor Sivigny, Councilmembers Brown, Dawson, Drakes and McGuire. The motion carried by roll call, unanimous.**

3. Adjournment

The meeting adjourned by Mayor Quist at 7:48 p.m.

Kirstyn L. Barr, Town Manager



OCCOQUAN TOWN COUNCIL
Joint Public Hearing Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, August 5, 2014
6:45 p.m.

Present: Mayor Elizabeth Quist, Vice Mayor Pat Sivigny, Councilmembers Tyler Brown, J. Matthew Dawson, Jim Drakes and Joe McGuire
Planning Commission: Councilmember Joe McGuire, Councilmember Jim Drakes and Bryan Reese

Staff: Kirstyn Barr, Town Manager; Martin Crim, Town Attorney; Sheldon Levi, Chief of Police; Bruce Reese, Town Engineer

1. Call to Order

Mayor Quist called the joint public hearing to order at 6:45 p.m.

2. Public Hearing

Mayor Quist stated that the purpose of the public hearing was to provide an opportunity to the public to comment on the draft Virginia Stormwater Management Program (VSMP) ordinance.

No members of the public commented during the public hearing.

3. Adjournment

A motion was made by Vice Mayor Sivigny, seconded by Councilmember Brown, to close the public hearing. The motion carried by poll vote, unanimous.

The public hearing was closed at 6:50 p.m. and the meeting adjourned until the start of the regular Town Council meeting at 7:00 p.m.

Kirstyn L. Barr, Town Manager



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, August 5, 2014
7:00 p.m.

Present: Mayor Elizabeth Quist, Vice Mayor Pat Sivigny, Councilmembers Tyler Brown, J. Matthew Dawson, Jim Drakes and Joe McGuire

Staff: Kirstyn Barr, Town Manager; Martin Crim, Town Attorney; Sheldon Levi, Chief of Police; Bruce Reese, Town Engineer; Matt Williams, Assistant Town Engineer/Zoning Administrator

1. Call to Order

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

2. Pledge of Allegiance

3. Citizens' Time

Austin Rivenburg, 424 Fortress Way, expressed concern about the lack of crosswalks at key intersections in town including Ellicott and Mill Streets, and Washington and Mill Streets. Ms. Barr stated that she would contact the Virginia Department of Transportation (VDOT) to discuss what options are available to install crosswalks in town on VDOT owned streets. She stated that in her previous discussions with VDOT on this topic, they expressed concerns about installing crosswalks leading to sidewalks that are not ADA compliant.

Adam Smith, 302 Commerce Street, inquired when Council would discuss the issue of his property being as he didn't see it listed on the Town's agenda. Ms. Barr stated that it would part of the Town Engineer's Report.

It was moved to add an item to the agenda from the Occoquan Historical Society regarding permission to install gutters on the Mill House Museum to the agenda and further moved to move the report from the Architectural Review Board (ARB) up on the agenda.

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

Architectural Review Board Report

Brenda Seefeldt, Architectural Review Board Chair, reported on the July activities of the board, including the approval of exterior elevation applications for the Mill House Museum and a unit at Gas Light Landing.

Occoquan Historic Society (OHS) Gutter Request

Shar Kundu, President of OHS, requested Town Council approval of the installation of gutters on Town Hall. OHS completed the exterior elevations application process through the ARB and as part of the Town's lease with OHS for use of the building, OHS is required to obtain approval from the Town Council on modifications to the building. He further requested assistance from the Town in moving a guide wire and the museum's sign in preparation for the installation of the gutters.

It was moved to approve the installation of gutters by the Occoquan Historical Society.

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

4. Approval of Minutes

It was moved to approve the minutes of the June 17, 2014 Special Meeting; June 24, 2014 Special Meeting; July 1, 2014 Regular Meeting; and July 9, 2014 Town Council Orientation as amended.

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

5. Councilmember Reports

Councilmember Brown stated he attended a meeting on July 14, 2014 with Debbie Switzer, Stormwater Compliance Specialist from the Department of Environmental Quality.

Councilmember McGuire reported on the July activities of the Planning Commission meeting, which included a review of the draft VSMP ordinance.

Vice Mayor Sivigny inquired on the status of the no-parking/loading zone in front of Mamie Davis Park. Ms. Barr stated that the spot will be converted once the bike racks are delivered and installed; she is currently working with former Mayor Earnie Porta to complete the project.

Vice Mayor Sivigny stated that after the recent restriping of road lines in town, he received concerns about the size of the parking spaces located on Mill Street and that the size of the spaces should be considered during the next restriping activity. Mayor Quist clarified that the space sizes did not change during the recent restriping.

6. Mayor's Report

Mayor Quist stated that she, along with the Town Manager, Town Engineer and Assistant Town Engineer Matt Williams, met with Prince William County (PWC) Public Works Director Tom Bruun and PWC Deputy County Executive Susan Roltsch on the

future river park project on July 22, 2014. In addition, she will attend and participate in the Meet the Mayors program hosted by the Prince William Chamber of Commerce on August 7, 2014 at Westminster.

7. Staff Reports

Report of the Town Attorney: Mr. Crim, Town Attorney, reported on the following activities:

1. The Town closed on the NRA property; Town now owns the property located on Tanyard Hill Road.
2. Continuing to work on draft lease for River Park with Fairfax Water and Prince William County.
3. Will provide final comments to property owner on August 6, 2014 in regards to Rivertown Overlook.
4. Continuing to work on Virginia Stormwater Management Program (VSMP) ordinance; it is on tonight's agenda, some adjustments may be necessary.
5. Developed a proposed ordinance in regards to the presence of the Town Treasurer at meetings (§1-124).
6. Issue concerning 302 Commerce Street encroachment will be covered under Town Engineer's report.
7. ADA deck issue at 114 Mt. High Street; included on tonight's agenda.
8. Received Comcast franchise renewal request; in the process of review. Comments and concerns should be provided to the Town Manager for consideration during this renewal process.
9. An issue concerning the Conflict of Interest Act was raised in regards to the Architectural Review Board; Mike Vanderpool addressed. Working with the Town Manager to schedule a COIA/FOIA meeting with Boards and Commission members.
10. Assisted the Town Manager in the development of candidate job offer letters.
11. Provided revisions to the Town Manager on the Town's Mamie Davis rental agreement.

Report of the Town Engineer: Mr. Reese, Town Engineer, reported on the following activities:

1. Land Disturbance Activity report:
 - a. Occoquan Heights
 - b. 124 Poplar Alley
 - c. Gaslight Landing
 - d. Vistas at Occoquan
 - e. Rivertown Overlook
2. Zoning Approvals:
 - a. 125 Mill Street - use change
 - b. 306 Commerce - use change

- c. 1421 Occoquan Heights Court - addition of deck
 - d. Lot 20 Occoquan Walk (114 Mt High Street) - deck in side yard (to be discussed later in tonight's agenda.)
3. 302 Commerce Street - Encroachment Issue
- Mr. Reese stated that this is a legal issue as the building encroaches into the public right of way. The applicant intended to remodel the building and add a second story to the current porch and add another floor for living space, all of which would have made that particular use more non-conforming. An option to address this issue is to vacate and sell the small portion of Commerce Street that is being encroached into to the property owner.

Mr. Crim stated that a previous Council had stated that the Town should be made whole for any property that they may be giving up. Licensing is an option as it gives the property owner permission to occupy the street and allows the Town to set terms, including insurance requirements and any other parameters that would protect the Town. There are two parts to the encroachment at 302 Commerce Street - there's the façade of the building itself and the front porch. One option would be to vacate the portion of the right of way to allow the building to be out of the right of way and then grant a license for the porch. This has the benefit of having the more temporary structure (porch) be something that could come down in the future if the Town decides they need to have that street. If the street is completely vacated, if it is decided that the Town needs that street again in the future, the property owner will have to be compensated by the Town. The advantage of the license is that it could be terminated at some point in the future if the need should come up.

Councilmember McGuire inquired how much of the façade was in the right of way. Mr. Reese stated less than two feet.

Mayor Quist asked what the impact was of licensing the porch and vacating the façade portion of the right of way on construction of the property. Mr. Crim stated that the addition isn't coming into the street, it's going up, so in relation to the non-conformity in the zoning ordinance, it will not have an impact. In the license, the Town could expressly state that they could build up to the height of the building, which could be a condition of the development of that property.

Councilmember McGuire inquired how the property value should be calculated should the Town choose to vacate a portion of the right of way. Mr. Crim stated that there are several methods to determine the value of the property: (1) appoint three viewers who are citizens of the Town to view the property and make a report to Council; (2) hire an independent appraiser to appraise the property and

set a value and (3) Council will make a determination of what they believe the value to be per square foot and set the value.

Councilmember McGuire inquired when the property was purchased. Mr. Adam Schmidt, owner of 302 Commerce Street, stated that the property was purchased in December of 2013. He further stated that he purchased it with the understanding that entire property was within his property line. He expressed a concern that if the Town had provided information on the existence of encroachments to the County, it would have been caught in the title search. Mr. Crim stated that he disagreed with that assumption and that it was a responsibility of his title company. Mr. Reese stated that the survey he saw showed the encroachment and that during the purchasing process Mr. Schmidt would have been provided with that survey. Mr. Schmidt stated that he was away on government business and the survey was not conducted by the title company until he had already closed on the house.

It was moved that staff be directed to develop a street vacation up to the façade based on tax assessment value and a porch license that would address the anticipated improvements at 302 Commerce Street.

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

4. Occoquan Heights

Sent a Notice to Comply for erosion and sediment control issues from a recent storm at Occoquan Heights and Elm Street responded relatively quickly. Matt Williams, Assistant Town Engineer, has been working with Elm Street to ensure the necessary improvements were made.

Vice Mayor Sivigny questioned the appearance and stability of the site. Mr. Reese stated that they were asked to stabilize the site, and not necessarily regrade the site at this time. He further noted that he felt they acted in good faith to avoid the need for a stop work order.

5. Vistas at Occoquan

They are working on releasing their bond and are having to make modifications to their sidewalk and handicap ramp. They will escrow the value of the sidewalk and will use that escrowed money to construct the sidewalk once the Rivertown Overlook property is completed.

6. 160 Washington

Previously reported on having runoff issues at 160 Washington Street. The conclusion that has been reached is that this is an issue between two property owners and have advised the owners of this.

7. Fairfax County

- a. The landfill was denied by the Board of Supervisors who turned down both the proffer amendment and special exception. At this time, the expected life of the landfill is through 2019.
- b. Vulcan Quarry and Fairfax County Water Authority have approved the comprehensive plan amendment to convert the quarry into a future water source in the year 2080. Planning Commission has deferred the public hearing to October 1, 2014.

Vice Mayor Sivigny inquired into the status of the hazard trees at Occoquan Heights. Mr. Reese stated he has no additional information. Mayor Quist asked what the next step is regarding hazard trees. Mr. Crim stated that the short term tool is that if they create a hazard, then under the ordinance recently adopted, Town Council can require them to provide the Town with a plan to remedy the hazard. A staff report would need to be generated to support that assertion, and the Town Manager would be tasked with working with the property owner to address the issue. The long-range tool is the releasing of the bonds.

Vice Mayor Sivigny asked what we would need to do to move forward. Mr. Crim stated the staff would need to be directed to generate the report and whether or not the ordinance should be invoked by Council action.

Mayor Quist asked if that could be placed on a future work session agenda.

Report of the Town Manager: Ms. Barr, Town Manager, reported on the following activities:

1. Currently working to identify the ownership of a hazardous tree on Poplar Avenue behind Secret Garden.
2. Interested in obtaining uniforms for the maintenance supervisor and will be brought to Town Council in September for consideration after researching tax implications.
3. The Chief of Police has requested to attend the Annual Chiefs conference in Roanoke, VA for a total cost of \$750, which has been included in the public safety budget for this fiscal year. In accordance with travel policy, advanced approval from Town Council for travel is required.

It was moved to allow the Chief of Police to attend the Annual Chief of Police conference in Roanoke, VA in September 2014.

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

4. We expect to have the new entrance sign at Route 123 and Commerce Street installed by mid-August, prior to the September craft show.

Report of the Chief of Police: Provided Town Council with a report on public safety activities in July 2014.

Councilmember Brown expressed concern about traffic control issues and pedestrian safety at the intersection of Mill and Washington Streets. Mayor Quist and Councilmember Dawson noted that they have seen Chief Levi conducting traffic stops at the location recently. Chief Levi stated he works that area and will continue to do so.

8. Regular Business

8A. Request to Initiate Zoning Text Amendment to Address Ramps, Structures and Equipment for Emergency Services Access

It was moved to refer the Proposed Zoning Text Amendment to the Planning Commission for consideration of adoption and a joint public hearing.

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

8B. Request to Endorse Concept Plan and Project Schedule for River Park

It was moved to approve the River Park Concept Plan and the River Park Project Schedule, prepared by the Engineering Groups, Inc., dated July 30, 2014, as may be modified to accommodate construction issues as they arise.

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

8C. Proposed Ordinance to Amend Section 2-124 of the Town Code, Treasurer Attendance at Town Council Meetings

It was moved to adopt the ordinance to amend Section 2-124 of the Town Code, generally relating to the duties of the Treasurer.

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

8D. Request to Replace Meeting Recording System

It was moved to approve the purchase of replacement recording equipment in an amount not to exceed \$5,000 from CIP funding and direct the Town Manager to research and select the appropriate recording solution.

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

8E. Request to set "Not To Exceed" Amounts for Fall Arts and Crafts Show

It was moved to approve a not-to-exceed limit of \$10,000 for advertising for the Fall 2014 Arts and Crafts Show.

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

It was moved to approve a not-to-exceed amount of \$2,000 to contract portable toilets for the Fall 2014 Arts and Crafts Show.

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

It was moved to approve a not-to-exceed amount of \$2,000 for trash collection and removal for the Fall 2014 Arts and Crafts Show.

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

It was moved to approve a not-to-exceed amount of \$700 to contract the rental of tables and chairs for the Fall 2014 Arts and Crafts Show.

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

It was moved to approve a not-to-exceed amount of \$9,500 to contract security for the Fall 2014 Arts and Crafts Show.

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

It was moved to authorize the Mayor to sign contracts related to the Fall 2014 Craft Show on behalf of the Town Council.

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

It was moved to approve the purchase three banners to be placed at Gordon Boulevard (Route 123)/Commerce Street, Washington Street/Commerce Street and Tanyard Hill Road/Old Bridge Road in an amount not to exceed \$800.

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

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(1), a personnel matter involving consideration and appointment of particular officers or employees. Councilmember McGuire seconded. **The motion carried by poll vote, unanimous.**

The Council came out of closed session at 8:51 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember McGuire seconded. **The motion carried by roll call. Ayes: Sivigny, Brown, Dawson, Drakes, McGuire.**

It was moved to appoint Greg Holcomb to the position of Town Clerk with the Town of Occoquan, contingent upon the successful completion of a background check, and to direct the Town Manager to negotiate an employment contract.

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

It was moved to appoint Krista Forcier to the position of Craft Show Director with the Town of Occoquan, contingent upon the successful completion of a background check, and to direct the Town Manager to negotiate an employment contract.

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

10. Adjournment

Mayor Quist adjourned the meeting at 9:00 p.m.

Kirstyn L. Barr, Town Manager



OCCOQUAN TOWN COUNCIL
Work Session Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, August 19, 2014
7:00 p.m.

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

Staff: Kirstyn Barr, Town Manager; Abigail Breeding, Town Treasurer; Matt Williams, Town Zoning Administrator; Greg Holcomb, Town Clerk.

Absent: Councilmember Tyler Brown

1. Call to Order

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

2. Regular Items

2A. End of Fiscal Year Presentation

Mayor Quist and Ms. Breeding presented information on end of year financials for fiscal year 2014. The discussion included an overview of budget versus actual and previous year comparisons.

Councilmember Drakes requested more detail regarding the Economic Development funding within the FY 2014 budget. Mayor Quist stated that the Economic Development cost was supported by craft show funds as opposed to operating funds, and was intended for an Economic Development Office as outlined in the Town's Strategic Plan. The funds have thus far been used for other Strategic Planning goals including marketing initiatives during FY 2014.

Mayor Quist provided a summary of the Craft Show expenses and revenues for the last six shows. She noted that the Spring 2014 show was down from the year before due to a decrease in revenue and additional costs for security. She noted that the show's net revenue was within the budget of \$120,000, and further stated that shows going back to the early 1990's have had similar revenues. Councilmembers expressed concerns about the quality of the show, vendors not returning and other conflicting events within the region.

2B. Construction Inspection Options: County vs. Private

Ms. Barr opened the discussion by explaining that the Town received an unsolicited proposal from Total Construction Services (TSC) for building inspection services. She noted that TSC currently serves Dumfries and Haymarket. Ms. Barr stated that if the Town wished to move from the County to a private company to manage the program, the Town would add the cost to the fee schedule. There was discussion on the merits of the private firm and concerns of staffing time. Councilmembers recommended that Ms. Barr obtain proposals from several companies to discuss in October or November.

2C. Curb Painting in the Historic District

Ms. Barr asked Council for direction regarding yellow paint on curbs within the Historic District. She noted that the paint is in serious need of maintenance or removal. It was noted that signs are enforceable in relation to parking enforcement, while painted curbs serve as a visual cue. Ms. Barr requested guidance from Council on whether or not to refresh or remove yellow curb paint within the historic district. Town Council recommended that Ms. Barr create a map of the Historic District highlighting areas of concern and obtain quotes for the removal and refreshing of painted curbs.

Ms. Barr further noted that during the last Council meeting a resident expressed concern about the lack of crosswalks in key locations in the historic district. She stated that VDOT will not allow the Town to install crosswalks on VDOT streets in areas that do not have ADA compliant sidewalks. She will work with the Town Engineer to identify key locations for crosswalks and obtain cost estimates to bring sidewalks up to ADA standards and include in the Capital Improvement Plan discussion for the upcoming budget cycle.

3. Adjournment

The meeting adjourned at 7:41 p.m.

Greg Holcomb, Town Clerk



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 A: Request to Endorse Proposals Related to the Development of the River Park Facility – Architectural and Engineering

Explanation and Summary:

During the May 27, 2014 Work Session, Town Council was briefed by Assistant Town Engineer Matt Williams on the progress of the River Park regarding future engineering and architectural needs. As a result of this meeting, Town Council directed The Engineering Groupe to obtain proposals from architectural firms in the development of the conceptual plan for the structures that will be placed at the new park, specifically a bathroom and maintenance facility.

The attached proposal from The Engineering Groupe details the necessary engineering services required to develop the plan as it relates to the development of the park, restroom and maintenance facility. In addition, the attached proposal from MGMA includes the architectural services needed for the project. The Engineering Groupe will contract directly with MGMA, and the Town will contract with the Engineering Groupe for the project.

In addition, the attached Short Form Contract provided by The Engineering Groupe is needed to complete the topographic survey for engineering purposes.

All expenses accrued by the Town for this project are reimbursable through Prince William County under its capital improvement program.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$26,000 Engineering Services
\$7,500 Topographical Survey
\$44,000 Architectural Services

Account Number: Prince William County Capital Improvement Program

Proposed/Suggested Motion:

"I move to approve the proposal with The Engineering Groupe in regards to engineering and architectural services regarding the development of the River Park and associated facilities and approve the short form contract with The Engineering Groupe to complete a topographic survey of the park property."

OR

Other action Council deems appropriate.

Attachments: (3) The Engineering Groupe Engineering Proposal
MGMA Architectural Proposal
Topographical Survey Short Form Contract



The Engineering Groupe Inc.

August 25, 2014

TEG Proposal No. E14-24626
River Park
800 square foot Building
Engineering Services
Occoquan, Virginia

Ms. Kirstyn Barr
Town Manager
Town of Occoquan
P.O. Box 195
Occoquan, VA 22125

Dear Ms. Barr:

We are pleased to offer this proposal to perform engineering services for River Park located at 458 Mill Street in the Town of Occoquan. This property is more specifically identified as portions of Tax Assessment Parcel 8393-65-2114, 8393-65-0323, 8393-46-6704, and contains approximately +/- 1 acre, presently zoned B-1 and PPU. It is our understanding that you propose to develop this property for a park, restroom and maintenance facility.

We propose to perform the following services:

1. Site Plan

We shall prepare a Site Plan showing the location of your proposed building and the design of necessary onsite storm drainage systems, sanitary sewer and water service mains, grading, walkways and stormwater management facilities, if necessary. We shall prepare this plan in accordance with the criteria of the local jurisdiction and shall submit the plan for review. We shall utilize site schematics prepared by The Engineering Groupe, Inc. as the basis for preparation of our Site Plan.

Fee: \$15,000.00 Lump Sum

2. Erosion and Sediment Control Plan

We shall design the necessary systems for onsite erosion and sediment control required in and around the proposed development. A two-phase plan, prepared in accordance with the latest version of the Virginia Erosion and Sediment Control Handbook and requirements of the local jurisdiction, will be submitted as part of the construction plan set.

The Phase One Plan will address the required erosion control measures required for initial clearing and grading operations, and the Phase Two Plan will include subsequent sediment trapping devices that will be required as the development progresses. The plan will also include detailed narrative and notes defining the process for erosion control throughout the sequence of construction.

Fee: \$2,500.00 Lump Sum

3. Virginia Stormwater Management Program (VSMP)

We shall complete and file the Virginia Stormwater Management Program (VSMP) registration statement with Department of Environmental Quality (DEQ) for the above-referenced project. We will also prepare a Stormwater Pollution Prevention Plan, (SWPPP), according to the regulatory requirements of DEQ. The client will be responsible for providing the permit fee and additional required information associated with the SWPPP that this firm would have no knowledge of, such as provisions for hazardous waste control and responsible parties for plan implementation.

Fee: \$1,500.00 Lump Sum

4. Landscape Plan & Tree Canopy Calculations

A Landscape Plan will be prepared in conformance with the applicable Zoning Ordinance of the local jurisdiction. The information shown on this plan will specify installation methods and materials to comply with the minimum requirements for landscaping, screening, buffering, and tree cover. This plan will be made a part of, and submitted with, the above-mentioned construction plan.

Should the Client wish to increase the landscaping beyond that required by the Ordinance or prepare their own landscape plan to be included in the construction plan set for review, the Client shall provide The Engineering Groupe, Inc. with appropriate information or plans required to meet The Engineering Groupe's submission schedule.

Fee: \$2,000.00 Lump Sum

5. Geotechnical Services

Geotechnical testing and design services are to be provided by others. Recommendations by the geotechnical engineer will be incorporated into the above-referenced construction plans, if provided to us in a timely manner.

6. Wetland Delineation and Permitting Services

Delineation of wetlands and Waters of the U.S. (WOUS) and preparation of any associated permit applications will be provided by others. This firm can assist your consultant by providing a Wetland Location Survey or other services in support of the preparation of permit applications. Fees for these services shall be provided under a separate item.

7. General Consulting, Meetings and Coordination

This task includes communication and coordination efforts associated with meetings, conferences, plan and plat submission and/or processing, tele-conferences and communications and general consulting. Such coordination efforts might include, but not be limited to contacts with the Client, contractors/subcontractors, builders, consultants, architects, geotechnical engineers and wetland consultants. Submission coordination shall include compiling documents, plans, and review fees, etc. and coordinating with public review agencies.

Fee:	Hourly Basis
\$5,000.00	Estimate

8. Reimbursables

Costs associated with printing or other reimbursable out-of-pocket expenses incurred by The Engineering Groupe, Inc. will be billed in accordance with our Standard Terms and Conditions.

We welcome the opportunity to provide these engineering services for you. The Hourly Rate Schedule and The Standard Terms and Conditions are attached and incorporated into this proposal. If this proposal is acceptable, please execute one copy of this proposal and return it to our office. Should you have any questions, please feel free to contact us.

Very truly yours,
THE ENGINEERING GROUPE, INC.

 President

John S. Groupe, IV
President

MW/ch:jsg

We hereby accept the terms and conditions as outlined herein and authorize The Engineering Groupe, Inc. to begin work.

I hereby assure The Engineering Groupe, Inc. that I have the Authority to enter into this contract on behalf of the firm to whom this proposal is addressed.

SEEN AND ACCEPTED:

Signature

Date

Name/Title

Firm



Hourly Rate Schedule
Town of Occoquan

This Schedule is subject to Revision Annually
Effective through December 31, 2014

Principal/COB/COO	\$295.00	Per Hour
Executive Vice President	\$285.00	Per Hour
Senior Vice President	\$240.00	Per Hour
Vice President/Branch Manager	\$220.00	Per Hour
Assistant Vice President	\$200.00	Per Hour
Senior Project Manager/Surveyor	\$190.00	Per Hour
Project Manager/Project Planner	\$150.00	Per Hour
Project Engineer/Project Surveyor/Field Coordinator	\$140.00	Per Hour
Engineer II/Landscape Architect II/Planner II	\$130.00	Per Hour
Engineer I/Landscape Architect I/Planner I	\$120.00	Per Hour
Engineer Tech II / Survey Tech II	\$115.00	Per Hour
Engineer Tech I / Survey Tech I	\$110.00	Per Hour
Administrative	\$90.00	Per Hour
Field Party – 4 Person	\$255.00	Per Hour
Field Party – 3 Person	\$225.00	Per Hour
Field Party – 2 Person	\$195.00	Per Hour
Expert Testimony	\$395.00	Per Hour

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms") are incorporated by reference into the foregoing agreement, or proposal (the "Proposal") between The Engineering Groupe, Inc. (TEG) and its client ("Client") for the performance of engineering, surveying, planning, or other professional services. The Terms and the Proposal are hereinafter collectively referred to as the "Agreement." These Standard Terms and Conditions are fully binding upon Client just as if they were fully set forth in the body of the Proposal. These Standard Terms and Conditions shall supersede any term or provision elsewhere in the Proposal in conflict herewith.

1. **PERIOD OF OFFER.** Any proposal by TEG to provide professional services must be accepted in writing within ninety (90) days of the date of the proposal. This ninety (90) day period may only be extended by mutual written agreement of both TEG and Client. TEG shall have the option of canceling a TEG proposal at any time prior to the original or extended expiration date of the proposal. In the event a Client accepts an TEG proposal by executing and delivering either the signed original or copy to TEG, the signed TEG proposal and the attachments expressly incorporated therein by reference, including these Terms, shall constitute the entire agreement between the parties.

The Proposal and these terms and conditions shall also hold even if the Client has not returned an executed copy but has indicated that he expects TEG to begin work, and TEG has performed work in accordance with the Agreement.

2. **SCOPE OF SERVICES.** TEG, for the fee agreed to, shall only be obligated to perform those services expressly described in this Agreement. In no event does TEG agree to perform any of the following services:

- a. To certify as to the correctness of any document which was prepared by another entity.
- b. To be responsible for the correctness of any drawing prepared by TEG, unless it is properly sealed by a professional currently employed by TEG.
- c. To provide legal, accounting, insurance, or other consulting services not listed in the Proposal.
- d. To assure Client of favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- e. To assure Client that consulting services pertaining to off-site considerations or requirements take into account circumstances other than those clearly visible and known from on-site work.
- f. To furnish or certify to the actual location (or characteristics) of any portion of a utility which is not visible from the surface.
- g. To furnish or verify specifications or requirements related to PCB transformer removal, disposal, or related services.
- h. To furnish or certify to the correctness of any geotechnical and surveying services not specifically performed by TEG personnel. Any services necessary to coordinate TEG studies or design with the geotechnical engineering performed by others will be performed on an hourly fee basis as an extra to the Agreement.
- i. To furnish or certify the correctness of any wetlands assessment, survey, study or certification not specifically based on work performed by TEG personnel. All services necessary to coordinate TEG studies or design with the wetland engineering performed by other will be performed on an hourly fee basis as an extra to the agreement.
- j. To furnish or certify the correctness of any environmental assessment, survey, study or certification not specifically based on work performed by TEG personnel.
- k. To furnish or certify the correctness of any archeological assessment, survey, study or certification not specifically based on work performed by TEG personnel. All services necessary to coordinate TEG studies or design with the archeological data obtained by others will be performed on an hourly fee basis as an extra to the agreement.

Client shall also inform TEG of any special criteria or requirements related to TEG's services and shall furnish TEG with all existing information, including reports, plans, drawings, surveys, deeds, and other documents related to TEG's services. TEG shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by Client.

3. **CLIENT'S ORAL DECISIONS.** Client, or any of Client's directors, officers, partners, employees or agents having apparent authority from Client, may orally:

- (a) Make decisions relating to TEG services or the Agreement;
- (b) Request a change in the scope of TEG Services under the Agreement; or
- (c) Request the performance by TEG of additional services under the Agreement.

The Client is responsible for the payment of any fees pertaining to such requests and decisions. Client may from time to time and at any time limit the authority of any or all persons to act orally on Client's behalf under this Paragraph 3, by giving seven (7) days' advance written notice to TEG.

4. **PROPRIETARY RIGHTS.** Client acknowledges that TEG has a proprietary right in all work produced for Client, and that documents representing such work product, including drawings, specifications, and reports, shall not be furnished to third persons unless written authorization is first obtained from TEG or unless by clear implication from the circumstances such work product was intended by Client and TEG to be furnished to third persons.

5. **FEES AND COMPENSATION.** In the event the Client requests TEG to perform services not specifically described in the Agreement, Client agrees to compensate TEG for such services in accordance with the hourly rate schedule set forth as Attachment A of this Agreement, unless a written agreement has been signed by both parties indicating the basis of such additional changes. In the event no rate of compensation is set forth on Attachment A, or through written agreement, TEG shall be reasonably compensated for such services. TEG may unilaterally increase its lump sum or unit billing rates on each anniversary of Client's acceptance of this Agreement, by up to five percent (5%) or the percentage increase in the CPI (U.S. Department of Labor Consumer Price Index-Washington-Baltimore, DC-MD-VA-WV), whichever is greater. Hourly rates are subject to annual revision at the discretion of TEG.

6. **PERIOD OF SERVICE.** The provisions of this Agreement and the compensation provided for hereunder have been established in anticipation of the orderly and continuous progress of the project. TEG's obligation to render services for the compensation specified herein will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner.

7. **CONSTRUCTION COSTS.** Construction costs are defined as the total actual cost or estimated cost to Client of all elements of the project designed or specified by TEG excluding TEG fees. TEG assumes no responsibility for any project or construction cost estimates or opinions given to Client, as TEG has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.

8. **REIMBURSEMENT EXPENSES.** Client shall reimburse TEG, or its related entities, for all expenses necessarily or reasonably incurred by TEG in connection with the performance of professional services for Client, plus fifteen percent (15%). Such expenses include, but are not limited to, the following: transportation expenses, meals, and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by TEG on behalf of Client to appropriate regulatory agencies; additional insurance coverage requested by Client; overtime required by Client, delivery, shipping and courier expenses; drawings and document reproduction or copying expenses; renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of Client; and other out-of-pocket expenses incidental to performance of TEG's services. TEG may submit invoices for reimbursable expenses separately from invoices for services.

9. **PAYMENT TERMS.** TEG may submit monthly or periodic invoices to Client for TEG services and for reimbursable expenses incurred, unless otherwise stated in this agreement. Invoices are payable within thirty (30) days of the invoice date, and Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on any unpaid balance not received by TEG within thirty (30) days of the invoice date. In addition, Client is liable to TEG for all costs of collection, including attorney's fees, incurred by TEG. Invoices may be based either upon TEG's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee contracts, or in the case of an hourly contract, upon actual services completed. In the event any invoice is not paid within (30) days of the invoice date, TEG shall have the right either to suspend the performance of further TEG service until all invoices to Client under this or any other agreement more than thirty (30) days past due are fully paid, or to terminate the Agreement and to initiate proceeding to recover amounts owed by Client. Additionally, TEG shall have the right to withhold from Client any drawings or documents prepared by TEG for Client under this or any other agreement with Client until all delinquent invoices are paid in full. Client shall not set off payments of TEG invoices by any amounts due, or claimed to be due, from TEG to Client.

If Client does not give TEG written notice disputing an invoice within twenty (20) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by Client should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, TEG may apply payments against any outstanding invoices at TEG's sole discretion.

10. **COORDINATION BETWEEN CLIENT AND TEG.** Client agrees to give prompt notice to TEG of any development or occurrence that affects the scope or timing of services, or any defect in the final work submitted by TEG, or error or omissions of other related contractors as they are discovered. TEG shall not be responsible for any adverse consequence arising in whole or in part from Client's failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the work.

11. **EARTH AND QUANTITY TAKE-OFF(S).** Only if expressly provided in the scope of services of the Agreement, TEG will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Upon approval of final design, TEG will provide, if included in the scope of services, any detailed quantity take-off for public improvements, at Client's expense (such take-off estimates are only approximations, and there is no guarantee of accuracy or that cut and fill will balance).

12. **PLAN PROCESSING.** TEG provides routine submission of the engineering plans and related documents to public agencies for approval. However, it is acknowledged that all fees due to public agencies, regardless of purpose, are the responsibility of the Client.

13. **CLAIMS.** Client releases TEG from and waives all claims of any nature for any and all errors or omissions by TEG, or of any of its partners, employees, agents, or subcontractors, in the performance of the Agreement, as this Agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, unless Client has strictly complied with all of the following procedures for asserting a claim as to which procedures time is of the essence:

- a. Client shall give TEG written notice within ten (10) days of the date that Client discovers, or should, in the exercise of ordinary care, have discovered that it has or may have a claim against TEG. If Client fails to give TEG written notice within such ten (10) days, then such claim shall forever be barred and extinguished.
- b. If TEG accepts the claim, TEG shall have a reasonable time to cure any error or omission and any damage resulting therefrom. This shall be Client's sole remedy, and Client may not itself cure the error or omission, or any damage resulting therefrom to be cured if TEG is ready, willing and able to do so.
- c. In the event that TEG rejects the claim, it shall give Client written notice of such rejection within thirty (30) days of receipt of the notice of claim from Client. Client shall then have sixty (60) days within which to furnish TEG with an opinion from a recognized expert in the appropriate discipline, corroborating Client's claim that TEG committed an error or omission, and establishing that the error or omission arose from the failure to use the degree of care ordinarily used by professionals in the discipline in the Commonwealth of Virginia. If Client fails to furnish TEG such an opinion from a recognized expert within sixty (60) days from the date of notice of rejection, then such claim shall forever be barred and extinguished.
- d. TEG shall have sixty (60) days from receipt of the written opinion of an expert within which to reevaluate any claim asserted by Client. If TEG again rejects such claim or if the sixty (60) day period from receipt of the written opinion of the expert elapses without action by TEG, then Client may have recourse to such other remedies as may be provided under this Agreement.
- e. In the event TEG accepts the claim, the resulting damages will be for the cure of said claim only and in no case exceed in value the overall value of this Agreement.

14. **HAZARDOUS OR TOXIC WASTES OR SUBSTANCES, POLLUTION OR CONTAMINATION.** Client acknowledges that services rendered by TEG under this Agreement may or will involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. In order to induce TEG to enter into this Agreement, Client agrees to indemnify and hold TEG harmless from any and all liabilities, losses and damages of any nature, including actual attorneys' fees and related costs and expenses, arising out of any and all claims of any nature made against TEG which relate in any way both to:

- a) Any hazardous or toxic wastes or substances, and
- b) The performance by TEG of its obligations under this Agreement, whether or not such performance by TEG is claimed to have been or was or may have been negligent, grossly negligent, reckless or intentional. TEG shall have no responsibility for searching for or identifying any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, but in the event that TEG discovers or suspects the presence of any such wastes, substances, pollution or contamination then TEG in its sole discretion may stop work under or terminate this Agreement, or both, in which event TEG will have no further liability to Client for performance under this Agreement, and Client shall make the payments to TEG required by Paragraph 15 of these Standard Terms and Conditions.

15. **TERMINATION.** In the event of termination by Client, Client agrees to give TEG notice in writing of such intent ten (10) working days prior to termination date. In the event of termination by Client or by TEG, Client shall immediately pay for all services rendered through termination date, reimbursable expenses and all other expenses incurred in the name of Client, including fees and expenses incurred by TEG as a result of the termination.

16. **PAYMENT OF OTHER ENGINEERS.** In the event this Agreement includes continuation of work begun by other architects, engineers, planners, surveyors, or professionals, TEG may suspend TEG services until Client makes arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by TEG to be reasonable, then TEG may in its sole discretion terminate this Agreement.

17. **ASSIGNMENT.** The Client shall not assign or transfer any rights or interests arising under this Agreement without the written consent of the other. The foregoing notwithstanding, TEG may employ independent consultants, associates, and subcontractors as it may deem necessary in order to perform TEG services. Additionally, TEG may assign its right to receive fees. TEG reserves the right to assign this Agreement in whole or in part to another entity controlled by TEG whose purpose, or part of its purpose, is to perform similar tasks as TEG.

18. **ARBITRATION.** All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in Washington, D.C. in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by TEG, Client, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

19. **APPLICABLE LAW.** This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Virginia.

20. **SEVERABILITY.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and the rights of TEG and Client shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

21. **LIMITATIONS ON LIABILITY.** The liability of TEG for any loss, property damage or bodily injury of or to Client caused in whole or in part by an error or omission of TEG, or of any of the partners, employees, agents or subcontractors of TEG, in the performance of this Agreement, as this agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, shall be limited to the amount of fees theretofore paid by Client to TEG for such services. Client releases, waives and shall not seek contribution from or indemnification by TEG for any claims of any nature made against Client by any other person who may suffer any loss, property damage or bodily injury in any manner associated with the services rendered by TEG, and by its partners, employees, agents and subcontractors under this Agreement, as the Agreement may from time to time be amended, or any supplementary services in any way related to this Agreement. TEG shall not be liable to Client, in any event or for any amount, for delays or for consequential, special or incidental damages.

22. **PAYMENT OF ATTORNEY' FEES.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration; provided, however, that the attorneys' fees in respect to collection of compensation due from Client to TEG shall be assessed at 25% of any judgment or award against Client for such compensation, plus the attorneys' expenses and costs.

23. **INDEMNIFICATION.** Client shall indemnify and hold TEG harmless from and against any and all liability, claims and demands for losses, property damage and bodily injury arising out of work undertaken on the project to which this Agreement relates by Client, or Client's contractor, subcontractor or other independent company or consultant employed by Client to work on the project, or their respective officers, directors, partners, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of Client, or such contractor, subcontractor or other independent company or consultant, whether or not due in whole or in part of errors or omissions by TEG, of any of its partners, employees, agents, or subcontractors in the performance of this Agreement, as the same may from time to time be amended, or in the performance of any supplementary service in any way related to this Agreement.

24. **INTEGRATION CLAUSE.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either TEG, Client, or their respective agents, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



August 21, 2014

Mr. Matt Williams
The Engineering Groupe, Inc.
13580 Groupe Drive, Suite 301
Woodbridge, Virginia 22192

RE: Proposal for River Park Structure in the Town of Occoquan, Virginia

Dear Mr. Williams:

It is with great pleasure that Morgan Gick McBeath & Associates, PC (MGMA) submits this proposal to The Engineering Groupe. MGMA has carefully reviewed your Plans and looks forward to the challenges of your anticipated project.

PROJECT DESCRIPTION & APPROACH

MGMA understands that The Engineering Groupe is looking for a consulting team to design a two-story stone structure in a historic district along the Occoquan River to function as both bathrooms and maintenance shed. The structure's design should complement the existing Mill House Museum on site. The initial intent is for the building to have approximately 900sf on two levels with restrooms on the upper level accessed at grade and a maintenance/storage shed with a "bank barn" arrangement on the lower level accessed from the park side.

FEE STRUCTURE

MGMA is sensitive to your objective of controlling costs and will cooperate fully to minimize your investment consistent with maintaining its standards of quality. Because MGMA highly values a long-term relationship with The Engineering Groupe, it has made every effort to provide a reasonable schedule of its projected costs for the River Park Structure as follows:

A/E Service s	Fee
Architectural Design Services	\$24,250.00
Architectural Meetings for Bidding/Negotiating (Add Alt)	\$1,200.00
Architectural CA Site Visits(4) with Pay Applications (Add Alt)	\$2,400.00
MEP Engineering Services	\$11,500.00
Structural Design Engineering Services (Hourly CA)	\$8,250.00
Total Design Fees	\$44,000.00



Fee Clarifications

- City/County permit fees or the cost of a permit expediter are not included in the Fee Schedule.
- Reimbursable expenses will be billed separately per MGMA's Standard Terms and Conditions.
- Fees noted above include all the efforts and services for architectural and MEP and Structural engineering services only. Additional services can be provided if requested.
- Should the scope of work of the project significantly increase or decrease, MGMA and The Engineering Groupe shall negotiate a change in fee.
- The client will be expected to sign-off on the phases as noted. MGMA will bill hourly for client directed changes after that point according to the attached MGMA Standard Terms and Conditions.
- Should this project be terminated for any reason, MGMA will be paid for the work completed as of the date of written notification by the Owner.

Project Clarifications

- MGMA does not anticipate or include in the base fee any field survey, demolition drawings, finish board or presentation, custom millwork, washroom or SCIF design, LEED certification, design of non-base building HVAC, UPS or special electrical systems, furniture selection or coordination, and civil engineering services.

ARCHITECTURAL TEAM DESIGN SERVICES

MGMA will provide service with the following phases, as further described in the following pages:

A. Schematic Design Phase

1. Prepare schematic shell floor plans.
2. Prepare preliminary design of each building exterior.
3. Prepare wall and building sections, as required, showing building dimensions.
4. Prepare preliminary description of materials, exterior finishes, building systems and construction methods.
5. Prepare preliminary Outline Specification.
6. Attend two design meetings with Fairfax County Architectural Review Board or similar agency.

B. Design Development Phase

1. Identify materials and color selections.
2. Set final elevations.
3. Prepare final floor plan with dimensions.
4. Prepare core and lobby design.
5. Prepare final interior minimum lighting, heating and ventilation scheme as well as site lighting plan.
6. Finalize site issues including fencing and landscaping buffers.



7. Attend two progress/coordination meeting(s) with client.

C. Construction Documents Phase

1. Prepare Construction Documentation including building specifications.
2. Issue the permit documents to local jurisdiction.
3. Issue construction documents, including specifications necessary to describe the work.
4. Attend two progress/coordination meeting(s) with client.

D. Construction Administration

1. Architect to visit the site to monitor quality and progress up to four times. (Add Alt)
2. Coordinate construction meetings to review schedules, draw requests, answer questions and prepare meeting minutes for distribution to the team. (Add Alt)
3. Review construction shop drawings, submittals and samples.
4. Provide on-going consultation via telephone to vendors and suppliers.
5. Provide The Engineering Groupe with a pre-final and final punch list of construction.

PROJECT TEAM

The table below reflects the design team you will be working with. Each of these consultants has extensive experience working with clients similar to The Engineering Groupe and receives continuing professional education.

Consultant	Service
Morgan Gick McBeath & Associates	Architecture
Hurst Engineers	MEP Engineer
Structural Design Systems	Structural Engineer
By Others	Fire Protection Engineer

COMMITMENT AGREEMENT

One of the guiding principles of the firm is collaboration. MGMA believes that collaboration along with cooperation, concentration, and communication, allows it to provide unparalleled service leadership and quality delivered through the hands-on involvement of experienced and committed professionals. By working together and communicating throughout the service delivery process, MGMA will address issues as they arise and resolve them with mutually agreeable results.



MGMA appreciates this opportunity to work with The Engineering Group to make this a successful project and trusts it has communicated the firm's values and commitment.

If you have any questions regarding our proposal, please allow MGMA the opportunity to modify its response.

Sincerely,

Morgan Gick McBeath & Associates, PC

Michael M. Gick, AIA
Principal



STANDARD TERMS AND CONDITIONS

1. Morgan Gick McBeath & Associates, PC (MGMA) is a Professional Corporation founded in 1988 in Virginia.
2. MGMA carries a \$5,000,000 professional liability insurance policy (\$5,000,000 limit per claim) with RLI Insurance Company and a \$1,000,000 general comprehensive liability insurance policy.
3. If the services covered by this agreement have not been completed within twelve (12) months from the date of this proposal, through no fault of the MGMA, we reserve the right to re-negotiate the fee upwards. The fees quoted in this proposal shall remain in effect for ninety (90) days from the issuance date of the proposal. MGMA will charge the client on an hourly basis for work verbally requested until this signed proposal is returned to MGMA - at which point the terms of this proposal apply. A verbal request for services, research or feasibility drawings or other architectural, interiors or planning products by the client of MGMA constitutes agreement and understanding that this provision applies.
4. The scope of services is as stated in the written proposal or agreement. Any variation from that scope that materially changes MGMA's time or MGMA's consultant's time commitment required to render services shall be considered cause of renegotiation of this agreement and adjustment of the fees quoted, reimbursable expenses anticipated, and time frame scheduled. Proposed fees are intended to be a package. Any change in overall scope is justification to renegotiate the fee. The following are normally considered extra services unless specifically included in the proposed scope of services and would be paid in addition to the basic fee outlined in the attached proposal:
 - a. Services clearly beyond the defined scope of services.
 - b. Hidden conditions that can cause change orders for the contractor as well as additional services for the architect for issues that cannot be reasonably ascertained.
 - c. Services that are required to modify building systems, products or designs after the bid documents are released for bid, particularly if the modifications are for the purpose of client directed 'value engineering' beyond minor modifications.
 - d. Services requiring an outside consultant's expertise beyond that specifically included in the attached agreement, including, but not limited to: services normally performed by a landscape architect, acoustical consultant, signage designer, lighting consultant, materials consultant, geotechnical engineer, structural or MEP engineer.
 - e. Promotional drawings, sketches, renderings, and lease square footage take-offs beyond that specifically included in the agreement.
 - f. Services (including travel time and mileage) done for the purpose of correcting a contractor's error, omission, a contractor's inability to obtain a product in a timely fashion or for verifying the quality of a contractor's alternate or substitution, etc.
 - g. Services normally conducted by a civil engineer or landscape architect involving site grading, utilities or drainage, retaining walls, sidewalks, curbs, gutters, signage, parking calculations or other site or zoning related issues such as a rezoning, special exception or special use permit.
 - h. Permit expediting beyond responding to legitimate reviewer concerns and/or questions - unless specifically included in the proposal.
 - i. Services relating to environmentally sensitive or hazardous materials (e.g. ACM abatement or encapsulation) or review of MSDS sheets.
5. MGMA invoices monthly with amounts due upon receipt of invoice. All outstanding balances beyond the first fifteen-day (15) period will have interest charged at the rate of 1-1/2% over the prevailing commercial prime-lending rate quoted at PNC Bank in Washington, DC.
6. MGMA reserves the right to withdraw our seal from any permitted project where the client is over 60 days in arrears. The full cost of job disruption and re-submission will be borne by the owner.
7. MGMA will be reimbursed for our expenses directly related to the project including, but not limited to, travel, telecommunications, document and photograph reproduction, computer plots and delivery charges.
8. The in-house charges are: Photocopy \$0.10 per sheet; Large Format Color Plots \$45.00; B&W Plots \$3.00; Color Print Plots \$12.00; Car Travel \$.565 per mile or the prevailing rate at the time mileage is accrued. All other expenses (e.g. Electronic Data Transfer; Delivery, Outside Printing, Telephone toll calls, Photos) are invoiced at cost plus 15%. Plots and prints for in house use are non-reimbursable expenses to the project.
9. Standard hourly rates are: Principal @ \$225 per hour, Director \$200 per hour, Senior Project Manager @ \$165 per hour, Project Manager @ \$135 per hour, Intern @ \$110 per hour, Quality Control Review @ \$110 per hour, and Administrative @ \$70 per hour. Change in service of MGMA's consultants shall be computed as a multiple of 1.10 times the amounts billed to MGMA. Consultant fees shall be marked up by 10% to offset the cost of MGMA's E&O Insurance and management.
10. MGMA provides its design services with regard to code interpretation in the interest of life safety first and our client's interests second. As codes are by their nature subject to interpretation, MGMA shall not be held liable for arbitrary, inconsistent and/or capricious code interpretations by or between review officials and/or field inspectors.



11. MGMA includes in this proposal all provisions of the AIA B101-2007/B152-2007 Owner-Architect Agreement by reference. In addition, MGMA conducts its construction observation as if the provisions of the AIA A201-2007 General Conditions apply. Lastly, MGMA recommends a design contingency of 5% and a construction contingency of 15% on all renovation projects and requests that projects be paid in full to date before MGMA releases drawings for permit.
12. Sustainable Design / LEED Certification, when included: MGMA agrees that it shall incorporate sustainability initiatives into the Project and will endeavor to design the Project so that the completed Project will achieve Leadership in Energy & Environmental Design (LEED) certification. The LEED Green Building Rating System or similar environmental guidelines utilizes certain design, construction and usage criteria in order to promote environmentally friendly buildings. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of MGMA, including, but not limited to, the Owner's use, operation and maintenance of the completed project. In addressing LEED, MGMA shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. MGMA will use reasonable care consistent with the foregoing standard in interpreting LEED and designing in accordance with LEED. However, MGMA does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. MGMA shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project. Neither the Owner nor MGMA shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.



RECEIVED
AUG 28 2014
BY:

SHORT FORM CONTRACT

TEG Proposal Number: E14-24652-2

Date: 8/26/2014

We are pleased to present the SHORT FORM CONTRACT to perform engineering services for:

Project Name: Town of Occoquan - Riverfront Park #12185-47

Project Location: Town of Occoquan, Virginia

Client: Town of Occoquan

Address: PO Box 195

Occoquan, VA 22125

Attention: Ms. Kirstyn Barr

Description of Work:

The Engineering Groupe, Inc. will provide a field run topographic survey starting at the cul-de-sac of Mill Street and extending to the FCWA fence. This detailed topographic survey is for engineering purposes for the proposed improvements near the entrance of Riverfront Park and associated parcel deed research.

Fee Amount: \$7,500.00

Basis: Lump Sum

TEG will render invoices monthly for the work completed. These invoices are due and payable within thirty (30) days of receipt. TEG Standard Terms and Conditions apply to all work performed hereunder. The above-mentioned work was requested as outlined herein. Please endorse below.

The Engineering Groupe, Inc.

Ned A. Marshall
Ned A. Marshall, LS, Executive Vice President

We hereby accept the terms and conditions as outlined herein and authorize TEG to begin work.

I hereby assure TEG that I have the Authority to enter into this contract on behalf of the firm to whom this proposal is addressed.

Signature

Date

Name/Title

Firm



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 B: Request to Authorize Advertisement for Vacation of Right of Way, 302 Commerce Street

Explanation and Summary:

During the August 5 Regular Meeting, the Town Engineer and Town Attorney briefed the Town Council on a right of way encroachment issue at 302 Commerce Street. As a result, Town Council directed staff to develop a street vacation up to the façade and a porch license that would address the anticipated improvements at 302 Commerce Street.

This item is a request to authorize the advertisement for vacation of the right of way at 302 Commerce Street.

Town Manager's Recommendation: Recommend authorizing advertisement.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to authorize the advertisement for vacation of a portion of the right of way at 302 Commerce Street."

OR

Other action Council deems appropriate.

Attachments: (1) Ordinance for Vacation of a Street

ORDINANCE # O-2014-_____

AN ORDINANCE TO VACATE A PORTION OF

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in _____ session this ____ day of _____, 2014:

1. That an application has been made by _____ to vacate a portion of _____ within the corporate limits of the Town of Occoquan, Virginia, and more particularly described as:

2. That at a Special Meeting of the Town Council held on _____, the Council voted to grant the vacation which had been requested;

3. That it be resolved by the Council of the Town of Occoquan, Virginia, at a Special Council Meeting on _____, that the portion of _____ from _____, be vacated as requested by _____.

4. That the Clerk of the Town is hereby directed to forward a certified copy of this ordinance to the Clerk of the Circuit Court of Prince William County, for recordation among the said County land records.

5. That this ordinance is effective _____.

MOTION:

SECOND:

RE:

ACTION:

Date: _____

Regular Meeting

Ord. No. _____

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 C: Request to Build a Deck and Fence within Storm Drainage Easement – 1423 Occoquan Heights Court

Explanation and Summary:

The homeowner of 1423 Occoquan Heights Court has requested to build a fence and deck within the Town's storm drainage easement that is located in the rear of the property. The recorded plat states that fencing is not permitted on the easement portion of the rear of the lot; however, the deed recorded with the plat states that if a homeowner wishes to erect a fence on any Town-owned easement, they must obtain written approval from the Town.

Engineer's Recommendation: Recommend approval as outlined by Town Manager.

Town Manager's Recommendation: Recommend approval as shown on sketch provided by the homeowner and on the condition that all provisions of the recorded deed and plat, as well as the approved site plan, are maintained, including, but not limited to access to the easement required by the Town or other entities associated with the Town will be granted and that the Town will not be responsible for repairs associated with any structure on the easement that is impacted by access or maintenance requirements.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to grant permission for the homeowner of 1423 Occoquan Heights Court to erect a fence as shown on the attached sketch provided by the homeowner that meets Town Code requirements on the condition that the Town will have necessary access to the easement and that the Town may remove or demolish all or part of the fence at any time that it determines, in its sole and absolute discretion, that doing so is necessary or beneficial to the Town, and under no circumstances will the Town be responsible for replacement, repair, or maintenance of the fence."

OR

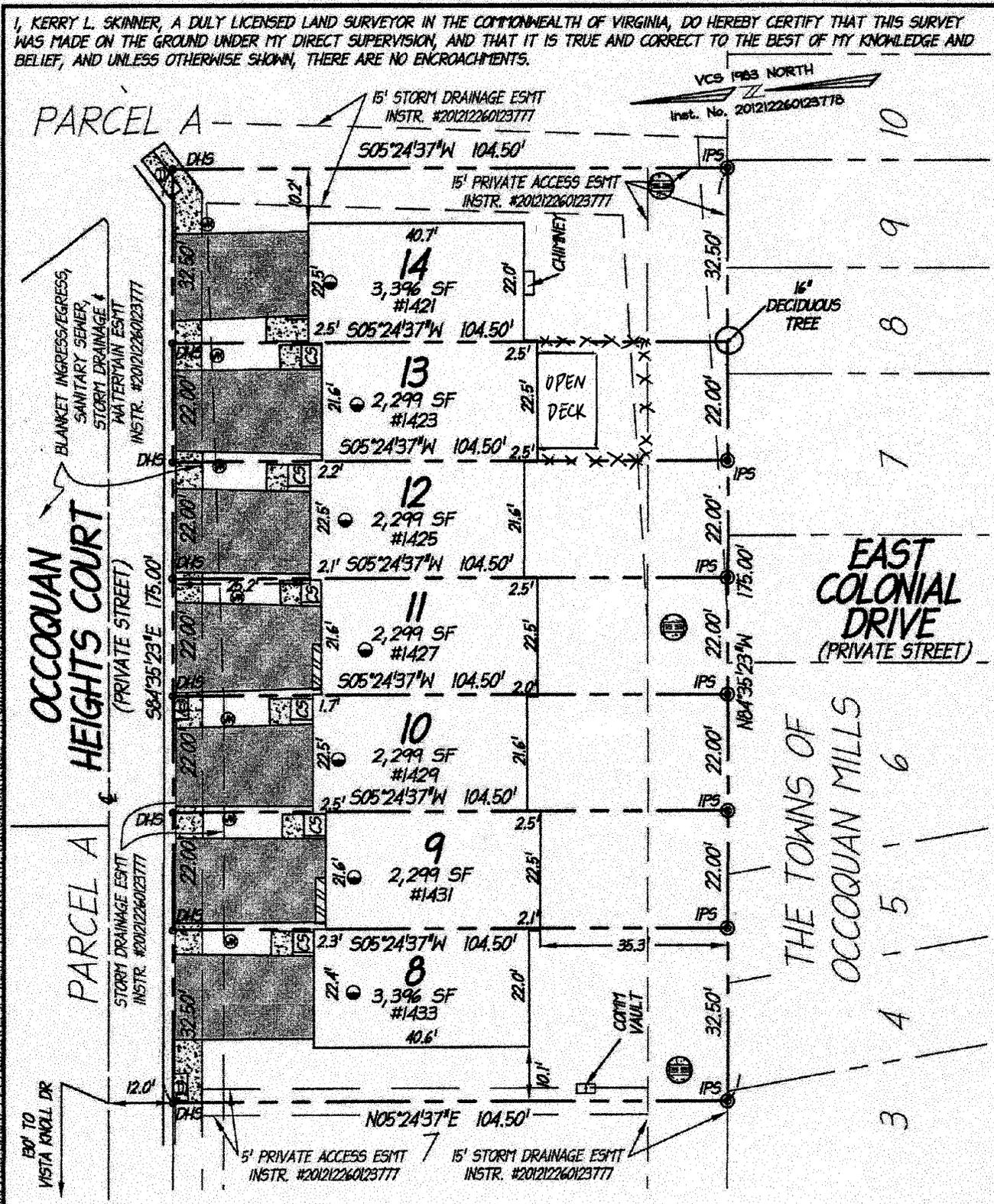
Other action Council deems appropriate

Attachments: (3) Homeowner Provided Documentation
Occoquan Heights Deed Language
Occoquan Heights Plat

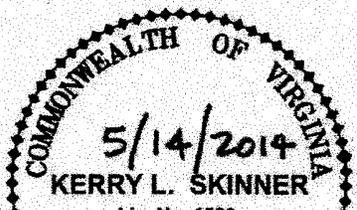
NEW FENCE LINE * * * * *

I, KERRY L. SKINNER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND UNLESS OTHERWISE SHOWN, THERE ARE NO ENCROACHMENTS.

27A008000(Surveyor)House Services\FH1_S\lots 8-14 EHL.S.dwg 5/14/2014 11:02:16 AM francesrodriquez.l.l.christopherconsultants.ltd



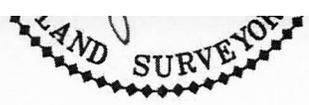
FINAL HOUSE LOCATION SURVEY
OCCOQUAN HEIGHTS
LOTS 8-14
 INSTRUMENT #201212260123777
 TOWN OF OCCOQUAN, VIRGINIA



NOTES

\\prvm-fss5\Data\Prvm\Active\Production\Pro

- 2. CURRENT OWNER: OCCOQUAN HEIGHTS LC, AS RECORDED IN INSTRUMENT #201209120087795.
- 3. THE LOT SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 51153C0217D, DATED 01/05/95, ZONE "X" (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN).



THIS IMPROVEMENT SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL TITLE LINES, EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED AS AN AID FOR THE CONSTRUCTION OF FENCES OR ANY OTHER IMPROVEMENTS.

SCALE:	1" = 25'	DRAWN:	FR
DATE:	05/14/14	CHECKED:	
WC:	05/09/14		
FB: 541	PG: 38		



christopher consultants
 engineering · surveying · land planning
 christopher consultants, ltd.
 9417 innovation drive manassas, virginia 20110
 703.393.9887 fax 703.393.9076

Jean Pierre Goncalves
1423 Occoquan Heights Court
Lot #13
Occoquan, VA 22125
(571) 228-1245
jpgoncalves85@gmail.com

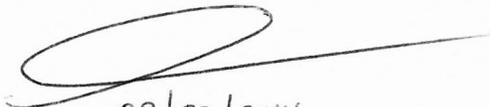
August 22nd 2014

Whom it may concern,

The reason of this letter is to request permission to build a deck and fence per my plat's guidelines (refer to attachment). At this moment, I would like to request to build my fence 15.3' feet from my rear property; thus, maintain a uniformed line with all my neighbors' fences. I understand that building the fences at that distance encroaches into the storm drainage easement. However, the storm drainage easement crosses my lot diagonally and building a fence avoiding the easement would be a difficult task. Per your approval, I will proceed to request permission from the town council similar to what my neighbor has done. Thank you for your time and understanding.

Sincerely,

Jean Pierre Goncalves



08/22/2014

NOTES

1. THE GEOGRAPHICAL PARCEL IDENTIFICATION NUMBER FOR THE PROPERTY SHOWN HEREON IS 8393-72-0694 AND IS ZONED R3. THE ADDRESS FOR THE SUBJECT PROPERTY IS 104 WASHINGTON STREET.
2. CURRENT OWNER: OCCOQUAN HEIGHTS L.C.
INSTRUMENT #201209120087795
3. THE PLAT OF THE PROPERTY SHOWN HEREON IS BASED ON AN ALTA/ACSM LAND TITLE SURVEY BY BC CONSULTANTS, DATED SEPTEMBER 29, 2009 AND IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 AS COMPUTED FROM A FIELD GPS SURVEY.
4. THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SANITARY SEWER AND WATER MAINS UPON THE SERVICE AUTHORITY'S RELEASE OF THE POSTED BOND.
5. THE CONSTRUCTION OF FENCES AND OTHER PERMANENT STRUCTURES IS PROHIBITED WITHIN AND WATER OR SANITARY SEWER EASEMENT WITHOUT THE SPECIFIC AUTHORIZATION FROM THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY.
6. PARCEL "A" IS TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. PARKING AREAS, SIDEWALKS AND TRAVELWAYS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, EXCEPT AS REFERENCED IN NOTE 14.
8. THE OWNER OF FEE TITLE TO ANY PROPERTY ON WHICH PLANT MATERIAL HAS BEEN ESTABLISHED IN ACCORDANCE WITH AN APPROVED LANDSCAPE/PLANTING PLAN SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE APPROVED PLANT MATERIALS.
9. THE FEE TITLE OWNER SHALL BE RESPONSIBLE FOR ALL STORM DRAINAGE SYSTEMS/SWIM/BMP FACILITIES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT TO ENSURE THAT THEY FUNCTION PROPERLY. SUBJECT TO OTHER LIMITATIONS, THE FEE TITLE OWNER MAY LANDSCAPE THE EASEMENT TO INCLUDE VEGETATION, SIGNS AND FENCES PROVIDED THAT DRAINAGE AND THE TOWN'S OR THE OWNER'S ABILITY TO ACCESS THE EASEMENT IS NOT COMPROMISED AND THAT THE TOWN IS NOT IN ANYWAY RESPONSIBLE FOR THE REPAIRS OF THESE LANDSCAPE ITEMS EVEN IF DAMAGED BY THE TOWN. THE FEE TITLE OWNER SHALL BE RESPONSIBLE FOR GRASS MOWING WITH REASONABLE FREQUENCY, IF APPLICABLE, AND FOR THE REMOVAL OF DEBRIS AND OTHER MATTER THAT HAS IMPEDED OR THREATENS TO IMPEDE THE FREE FLOW OF STORM WATER.
10. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.
11. LATERALS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
12. THE TOWN OF OCCOQUAN ARE HEREBY CONVEYED THE RIGHT TO INGRESS/EGRESS OVER ALL PRIVATE STREETS OF DEVELOPMENT, TO INCLUDE TOWN AND OTHER EMERGENCY VEHICLES. THIS BLANKET RIGHT OF INGRESS/EGRESS SHALL RUN WITH THE SUBJECT PROPERTY.
13. THERE IS A BLANKET SANITARY SEWER, STORM DRAINAGE AND WATERMAIN EASEMENT OVER ALL PRIVATE STREETS.
14. ALL SIDEWALKS ALONG THE PUBLIC STREETS SHALL BE MAINTAINED OR MAINTENANCE SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION.
15. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS OR MODIFICATIONS BE MADE IN THE RESOURCE PROTECTION AREA AND/OR CONSERVATION AREA, WITHOUT SPECIFIC AUTHORIZATION FROM THE TOWN OF OCCOQUAN.
16. NO FENCING IS PERMITTED ON THE EASEMENT PORTION OF THE REAR YARDS ON LOTS 1-22.
17. NO DECKS ARE PERMITTED ON LOTS 23-39.

OWNER'S CONSENT AND DEDICATION

THE PLATTING OR DEDICATION OF THE LAND SHOWN HEREON AND AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES, IF ANY. THE UNDERSIGNED HEREBY EXPRESSLY CONSENT(S) TO THE DEDICATION TO THE TOWN OF OCCOQUAN, IN FEE SIMPLE ABSOLUTE, OF ALL AREAS SHOWN ON THIS PLAT FOR ROADS AND SUCH OTHER PUBLIC USES AS MAY BE IDENTIFIED BY SPECIFIC USE OF NAME OR BY THE GENERAL DESIGNATION "FOR PUBLIC USE," AND FURTHER CONSENT(S) TO THE DEDICATION OF ANY EASEMENT INDICATED ON SUCH PLAT FOR PUBLIC RIGHTS OF PASSAGE, STORM DRAINAGE, OR EXPRESSLY IDENTIFIED FOR THE INSTALLATION OF SEWER, WATER OR OTHER UTILITY LINES, OR FOR ACCESS THERETO, OR FOR CONSTRUCTION EASEMENTS TEMPORARY OR PERMANENT ULTIMATELY TO BE OWNED, OPERATED, OR MAINTAINED BY ANY PUBLIC AUTHORITY. WATER AND SANITARY SEWER EASEMENTS TO BE OWNED, OPERATED, OR MAINTAINED BY PRINCE WILLIAM COUNTY SERVICE AUTHORITY.

9.27.12
DATE:

[Signature]
NAME: MANAGISA TITLE

SUBSCRIBED AND SWORN TO BEFORE ME IN THE COMMONWEALTH OF VIRGINIA AND COUNTY OF Prince William ON THIS 27 DAY OF September, 2012.

[Signature]
CHEYL D. LOVELACE
NOTARY PUBLIC

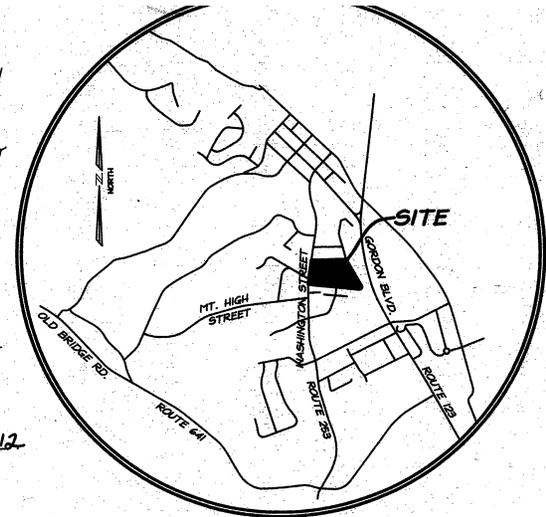
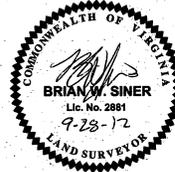


MY COMMISSION EXPIRES ON 10/31/2016

COMMISSION NO. 7514310

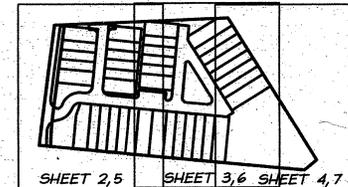
SURVEYOR'S CERTIFICATE

I, BRIAN W. SINER A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS PLAT, IS NOW IN THE NAME OF OCCOQUAN HEIGHTS L.C. AS RECORDED IN INSTRUMENT #201209120087795 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.



VICINITY MAP
SCALE: 1" = 1000'

SHEET INDEX
NO SCALE



christopher consultant
engineering surveying land planning
9417 innovation drive manassas, va 20110
703.860.8687 fax 703.860.9076



RECORD PLAT

OCCOQUAN HEIGHTS

TOWN OF OCCOQUAN, VIRGINIA

4. Grantor, its successors and assigns, reserve the right to make any use of the easements herein granted which does not interfere with the flows of natural storm drainage or adversely affect other properties, or which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements for the purposes named; provided, however, that Grantor, its successors and assigns, shall not erect any building or other structure, including fencing, on the easements granted to the Town without obtaining the prior written approval of the Town.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 D: Request to Award Contract for Fiscal Year 2014 Audit

Explanation and Summary:

Each year, the Town conducts an audit of the fiscal year ending's (FYE) financial documents. The Town has utilized the services of Robinson, Famer, Cox Associates for the FYE 2011, FYE 2012 and FYE 2013 financial audits. The attached engagement letter is a proposal to perform the FYE 14 audit.

Treasurer's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$6,750 - \$7,750

Account: Professional Services, FY 2015

Proposed/Suggested Motion:

"I move to award a contract to Robinson, Farmer, Cox Associates to perform the Town's FYE 2014 audit in an amount not to exceed \$7,750."

OR

Other action Council deems appropriate.

Attachments: (1) Engagement Letter

ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

August 27, 2014

The Honorable Town Council
Town of Occoquan, Virginia
314 Mill Street
Occoquan, Virginia 22125

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Town of Occoquan, Virginia for the year ended June 30, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Occoquan, Virginia as of and for the year ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Occoquan, Virginia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Occoquan, Virginia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis, if applicable.

The Budgetary comparison information, presented as RSI, will be subjected to the auditing procedures applied in the audit of the basic financial statements and we will provide an in relation to opinion on it in relation to the financial statements as a whole.

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Occoquan, Virginia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

FREDERICKSBURG OFFICE

STREET ADDRESS

10709 SPOTSYLVANIA AVENUE, SUITE 101-A
FREDERICKSBURG, VIRGINIA 22408

Andrew P. Grossnickle, CPA

TELEPHONE (540) 898-8983
FAX (540) 898-8986

E-MAIL : andrew@rfca.com
INTERNET: WWW.RFCA.COM



- 1) Schedule of expenditures of federal awards, if applicable.
- 2) Supporting schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical information.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions.

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Town of Occoquan, Virginia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs.

If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review if applicable.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter.

This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies.

You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Occoquan, Virginia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Occoquan, Virginia's major programs. The purpose of these procedures will be to express an opinion on Town of Occoquan, Virginia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Town of Occoquan, Virginia; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the relevant parties. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

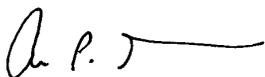
We expect to issue our reports based on a mutually agreed upon timeline. Andrew P. Grossnickle is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services for FY14 are estimated to range between \$6,750 and \$7,750. Our invoice for these fees will be rendered upon completion of the engagement and is payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with Government Auditing Standards we make our most recent external peer review report and any subsequent peer review reports received during the period of the contract publicly available. In addition, our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Occoquan, Virginia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
ROBINSON, FARMER, COX ASSOCIATES



Andrew P. Grossnickle
Certified Public Accountant
Member

RESPONSE:

This letter correctly sets forth the understanding of Town of Occoquan, Virginia.

By: _____
Title: _____
Date: _____



Tetrick & Bartlett, PLLC
Certified Public Accountants
Consultants

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SYSTEM REVIEW REPORT

To the Members of Robinson, Farmer, Cox Associates
and the Peer Review Committee of the
Virginia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetrick & Bartlett, PLLC

December 11, 2013



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 E: Request to Add a Merchant Representative to the Architectural Review Board

Explanation and Summary:

The Architectural Review Board is requesting the addition of a merchant representative to the board. Currently, the Town Code (Sec. 2-402) states that the ARB shall consist of seven residents of the town, and two alternate members who vote in the absence of a regular member. In addition, one board member is appointed from the Town Council and one from the Planning Commission.

Currently, the ARB consists of seven members and one alternate member, with Councilmember Dawson serving as the Town Council appointee and Mr. Bryan Reese serving as a representative from the Town's Planning Commission.

The addition of the business representative will require a Code change. The attached proposal prepared by the Architectural Review Board details the role of this position.

Should Town Council determine that the addition of this position to the board is warranted, the code change process will be initiated and once established, Town Council will be responsible for interviewing potential members and appointing the individual to the ARB.

Proposed/Suggested Motion:

"I move to approve the addition of a Merchant Position to the Town's Architectural Review Board."

OR

Other action Council deems appropriate.

Attachments: (2) ARB Proposal for the Addition of a Merchant Position
Town Code, Section 2-402

Proposal for the Addition of a Merchant Representative position to be added to the Town of
Occoquan Architectural Review Board (ARB).

Over the past 12 years (very possibly more), the ARB has always had at least one member who was not only an Occoquan resident, but a merchant as well. Past members who had met these particular criteria had always been an invaluable resource with regard to their knowledge and insight as it pertained to the businesses in town. As a result of the recent departure of our last merchant/resident, Ms. Denise Bush, the ARB has concluded that a specific position of this type is not only valuable, but essential to our success. Therefore the ARB proposes to add an official Merchant Representative position to the Board.

The qualifications to be considered for the Merchant Representative position shall be the following:

- The ARB Merchant Representative shall be a business owner in the town of Occoquan. Town residency is not required for this one position.
- The Merchant Representative position shall have the same rights and responsibilities as all of the other ARB members.
- The Merchant Representative must be willing to interact and communicate on a regular basis with both the members of the ARB and merchants in an effort to enhance communication and cooperation between them.
- Potential candidates shall submit a written application for this position.
- Candidates for this position shall not have had any town violations for a minimum of two (2) years.
- Merchant Representative Candidates shall have a demonstrated record of effective communication skills with town residents, officials and merchants alike.
- Potential candidates for this position shall have the desire to improve both the businesses and residences of Occoquan.
- The term for this position shall be for three (3) calendar years.

(b) *Parties aggrieved entitled to writ.* Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the board and shall prescribe the time within which a return must be made and served upon the relator's attorney, which shall not be less than ten days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from; but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.

(c) *Other parties to suit.* If the petition is presented by the town council, the council shall be party to the suit. The court may, likewise, admit as a party to the suit any person who, if the decision had been adverse, would have been authorized under this division to present a petition in the first instance.

(d) *Board to make return.* The board shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies of the papers or of such portions of the papers as may be called for by such writ. The return shall concisely set forth such other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.

(e) *Costs not allowed.* Costs shall not be allowed against the board unless it shall appear to the court that the board acted in bad faith or with malice in making the decision appealed from.

(Code 1981, § 2-39.13)

Secs. 2-283--2-400. Reserved.

DIVISION 4. ARCHITECTURAL REVIEW BOARD

Sec. 2-401. Establishment.

The architectural review board heretofore created shall continue in force under the provisions of this division.

(Code 1981, § 2-40.1)

Sec. 2-402. Membership.

The architectural review board shall consist of seven residents of the town appointed by the town council, and two alternate members to serve on the ARB who shall vote in the absence of any regular member. One board member shall be appointed from the town council and one from the planning commission. Other members shall be appointed primarily on the basis of a knowledge and demonstrated interest in the historical heritage and architecture of the town.

(Code 1981, § 2-40.2; Ord. of 5-13-1997, ch. 2, § 40.2; Ord. O-2003-03, § 2-402)

Sec. 2-403. Term of office; removal; vacancies.

The term of office of the members of the architectural review board shall be for three years except that the terms of the councilmember and planning commission member shall correspond to their official tenure of office. Any appointed member of the board may be removed from office by the council, after public hearing, for inefficiency, neglect of duty, malfeasance, or other just cause, after charges made in writing. Appointments to fill vacancies shall be only for the unexpired portion of the term and shall be done within 60 days. Members may be reappointed to succeed themselves. Recommendations to fill vacancies may be made by the board to the mayor and approved by the council.

(Code 1981, § 2-40.3)

Sec. 2-404. Officers.

The architectural review board shall elect its chairman, vice-chairman and secretary from its membership.

(Code 1981, § 2-40.4)

Sec. 2-405. Procedure for meetings.

(a) The chairman shall conduct the meetings of the architectural review board and report action taken at the regular monthly meeting of the town council. In the absence of the chairman, the vice-chairman shall preside.

(b) The secretary shall keep the minutes of the meetings and a permanent record of all resolutions, motions, transactions and determinations.

(c) All members of the board, with the exception of nonvoting consultants, shall be entitled to vote; and the decision of the board shall be determined by a majority vote.

(d) A quorum of four members present is required before the board can take any official action. When serving in the absence of a regular member, an alternate counts toward the quorum.

(e) Meetings shall be conducted according to Robert's Rules of Order, Newly Revised.

(f) The board shall meet in regular session on the second Tuesday of each month at 7:30 p.m. if an application has been filed for its consideration and may meet in special session as called by the chairman and deemed necessary for the conduct of business. When a regular or special meeting cannot be held at the scheduled time due to inclement weather, the chairman shall fix a date and time for the meeting to occur. Matters advertised for a meeting rescheduled due to inclement weather need not be readvertised if the advertisement stated that the meeting may be rescheduled in the event of inclement weather.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 F: Request to Change 2014 Town Holiday Schedule

Explanation and Summary:

As part of the Town's observed legal holidays, town offices are closed each year on December 24, and December 25, in observance of the Christmas holiday.

In 2014, December 25 falls on a Thursday, causing an awkward town hall operating schedule during which town offices will be open on Monday and Tuesday, closed on Wednesday and Thursday, open on Friday and then closed for the weekend.

This is a request to adjust the Christmas holiday operating schedule for 2014 only.

	Current 2014 Schedule	Proposed 2014 Schedule
Monday, December 22	OPEN, 9 am - 4 pm	OPEN, 9 am - 4 pm
Tuesday, December 23	OPEN, 9 am - 4 pm	OPEN, 9 am - 4 pm
Wednesday, December 24	CLOSED	OPEN, 9 am - 12 pm
Thursday, December 25	CLOSED	CLOSED
Friday, December 26	OPEN, 9 am - 4 pm	CLOSED

The proposed schedule has minimal impact on costs as five of the six Town employees are salaried and no overtime costs are expected to be accrued. The proposed Christmas holiday schedule streamlines the Town's operating schedule. This adjustment is only proposed for the 2014 holiday and is not a permanent change to the Town's legal holiday schedule.

Proposed/Suggested Motion:

"I move to adjust the Town's observed legal holiday schedule for 2014 to permit Town offices to be closed a half day on Wednesday, December 24, 2014, closed for a full day on Thursday, December 25, and closed for a full day on Friday, December 26, 2014."

OR

Other action Council deems appropriate.

Attachments: None



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: September 2, 2014

8 G. Request to Change November 2014 Town Council Regular Meeting Date

Explanation and Summary:

The regular November meeting of the Town Council falls on Election Day in 2014. The Town Code (Sec. 2-61) states that when the first Tuesday of the month falls on a legal holiday or the town election day, the town council shall advance the regular meeting to the next day. While Election Day is not considered a legal holiday, it is proposed to move the November 4, 2014 meeting to Wednesday, November 5, 2014, at 7:00 p.m. in Town Hall.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to move the regular Town Council meeting of November 4, 2014 to Wednesday, November 5, 2014."

OR

Other action Council deems appropriate

Attachments: None