



TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874

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

Occoquan Town Council Regular Meeting Wednesday, May 2, 2018 | 7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
 - a. April 3, 2018 Regular Meeting Minutes
 - b. April 17, 2018 Special Meeting Minutes
 - c. April 17, 2018 Work Session Meeting Minutes
 - d. April 24, 2018 Special Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Building Official
 - d. Town Manager
 - e. Town Treasurer
 - f. Chief of Police
 - g. Boards and Commissions
8. **Regular Business**
 - a. Request to Adopt and Appropriate Fiscal Year 2019 Budget and Tax Rates
 - b. Request to Approve Resolution for Military Tribute Banner Program
 - c. Request to Adopt Ordinance to Update Occoquan Town Code Chapter 2, Planning Commission and Architectural Review Board
 - d. Request to Accept Planning Commission 2017 Annual Report
 - e. Request to Approve FY 2019 Refuse and Recycling Contract
 - f. Request to Approve FY 2019 Landscaping Contract

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.

- g. Request to Award Contract and Appropriate Capital Funds for Paving of Commerce/Washington Streets Public Parking Lot
- h. Request to Award Contract for Website Design
- i. Request to Approve After-the-Fact Snow Removal Expenditures
- j. Request to Appoint Members to Boards and Commissions
- k. Request to Appoint Members to Arts and Crafts Show Exploratory Committee

9. Closed Session

10. Adjournment



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - Draft
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 3, 2018
7:00 p.m.

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

Staff: Kirstyn Jovanovich, Town Manager; Christopher Coon, Town Clerk; Martin Crim, Town Attorney; Adam Linn, Chief of Police

1. Call to Order

Mayor Quist called the meeting to order at 7:02 p.m.

2. Pledge of Allegiance

3. Citizens Time

Lance Houghton, 127 Washington St., requested the Town maintain the Building Official Services. He stated it gives the town more of a small-town feel. He stated that in Prince William County, he is one out of 500,000 and in the Town of Occoquan he is one of 1,000. He also stated that Kiely Court has what is advertised as three bedrooms and if the Town maintained the Building Official Services they would be able to review the Building Plans to ensure compliance. He stated that time is worth money as well; if the Building Official was in Town he believed that things would be done faster. He also stated that with the new requirement for having 1st floor mercantile businesses, that Gaslight Landing could possibly have business on 1st floor and have apartment on the second floor.

4. Approval of Minutes

It was moved to approve the minutes of the March 6, 2018 Regular Meeting and March 20, 2018 Special and Work Session Meetings.

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

5. Councilmember Reports

No Report.

6. Mayor's Report

Mayor Quist, Kirstyn Jovanovich and Bruce Reese will attend the Prince William County Planning Commission Meeting to formally request that the Tanyard Hill property be rezoned agricultural, and to amend the Comprehensive Plan to allow significantly reduced proffers on the property.

7. Staff Reports

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

- i. **State Bills-** Wireless support structure bills are still pending Governor's action.
- ii. **Dominion Franchise-** Draft of the new 40-year Dominion franchise has been completed and Mr. Crim is currently reviewing the document.
- iii. **River Mill Park-** The Prince William County Building Official notices of violation, for heaters and water issues, are currently on hold after meeting with Miller Brothers on site. Mr. Crim is working with Town Manager and Town Engineer on the Town's next steps.

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

Vice Mayor Sivigny inquired about storm water progress. Ms. Jovanovich reported that PWC staff has completed some preliminary mapping. They also have plans to come through and video record some of the facilities.

Councilmember Drakes inquired about the status on Prince William County collecting vehicle licensing fees for the Town. Ms. Jovanovich stated that the County reported the earliest they would be able to collect those funds would be in FY 2020.

- E. Town Treasurer:** Ms. Rodriguez, Town Treasurer, submitted a report as part of the meeting agenda. Mayor Quist reported the Town is tracking similar to budget over all for the Town's second quarter financial report.
- F. Chief of Police:** Chief Linn submitted a report as part of the meeting agenda. He also reported the following:
 - i. **Pedestrian Safety Program-** Chief Linn indicated that this program will begin in May, with a section in the newsletter and social media posts. He will be handing out brochures to vehicles and pedestrians. There will also be zero tolerance for crosswalk and stop sign violations during this program.

Vice Mayor Sivigny commended Chief Linn and Officer Neff for their efforts on traffic enforcement.

Councilmember McGuire inquired about why traffic enforcement was up and parking tickets were down. Chief Linn indicated that last year they focused on Auto Decal compliance and after the enforcement last year many residents have already gotten their auto decals for this year.

- G. Boards and Commissions:** Chairman Seefeldt reported the ARB had three exterior elevation applications and discussed moving the ARB meeting date based on Planning

Commission's decision to move. Chairman Eliot Perkins reported the Planning Commission worked on updating their bylaws and will be submitting those bylaws to Town Council for approval. He also reported that Mr. Braswell resigned from the Planning Commission and the Planning Commission is looking for additional members. He provided Town Council with a copy of the 2017 Annual Report.

8. Regular Business

8A. Request to Approve Arts and Crafts Show Exploratory Committee Charter

It was moved to approve the charter to establish the Arts and Crafts Show Exploratory Committee, as amended.

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

8C. Proclamation for Arbor Day

It was moved to approve the 2018 Arbor Day proclamation.

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

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1): a personnel matter involving consideration or interviews of candidates for employment or appointment to the Arts and Crafts Show Exploratory Committee. Councilmember Fithian seconded. The motion carried unanimously. Closed Session began at 7:37 p.m.

The Council came out of closed session at 7:50 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 Drakes seconded.

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

10. Adjournment

The meeting was adjourned at 7:50 p.m.

Christopher Coon
Town Clerk



OCCOQUAN TOWN COUNCIL
Special Session Minutes
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 17, 2018
7:00 p.m.

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

Staff: Kirstyn Jovanovich, Town Manager; Adam Linn, Police Chief; Christopher Coon, Town Clerk

1. Call to Order

Mayor Quist called the meeting to order at 7:04 p.m.

2. Pledge of Allegiance

3. Citizens Time

None.

4. Public Hearing

A. Public Hearing on Proposed Fiscal Year 2019 Budget

Mayor Quist called the Public Hearing to order at 7:05 p.m.

No members of the public commented during the public hearing.

Mayor Quist closed the Public Hearing at 7:05 p.m.

3. Adjournment

The meeting was adjourned at 7:05 p.m.

Christopher Coon
Town Clerk



OCCOQUAN TOWN COUNCIL
Work Session Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 17, 2018
7:00 p.m.

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

Staff: Kirstyn Jovanovich, Town Manager; Adam Linn, Police Chief; Christopher Coon, Town Clerk

1. Call to Order

Mayor Quist called the meeting to order at 7:05 p.m.

2. Work Session

A. Updates to Occoquan Town Code Chapter 2, Article IV Division 2, Planning Commission and Division 4, Architectural Review Board

Chairman Perkins reported that the section on Compensation was not included in the update and that it comes straight from the Virginia Code and will be included in the updated bylaws. He also stated the Town Attorney will review and approve the update before Town Council votes on the update. Ms. Jovanovich noted that the bylaws update changed the meeting date from the second Tuesday of the month to the fourth Tuesday of the month. ARB also changed their meeting date to the fourth Tuesday of the month as well.

Councilmember Drakes inquired about how moving the meeting date helps serve the Town's customers. Mr. Perkins indicated that by moving the meeting date, applicants that come before Planning Commission can receive an approval and then go to Town Council for approval the next week. Currently, applicants that receive an approval from the Planning Commission must wait at least three weeks to come before Town Council. Ms. Jovanovich indicated that previously this was the order of how meetings were organized and changed due to the Town Attorney's schedule.

Vice Mayor Sivigny inquired if the Planning Training is a Virginia State requirement. Mr. Perkins stated the training is not required by Virginia State Code, but it is very beneficial.

Councilmember Fithian inquired about the 24 months to receive the Virginia Planning Training and how often the class is given. Mr. Perkins stated that the class is held twice a year. Mr. Perkins also indicated that the term for members of the Planning Commission is four years. Council then discussed how soon the training should be taken. Mr. Perkins believed that 12 months was not enough time and that

24 months was too long. His opinion was that 18 months would be the best to allow individuals to schedule the training around their personal lives.

3. Adjournment

The meeting was adjourned at 7:20 p.m.

Christopher Coon
Town Clerk

DRAFT



OCCOQUAN TOWN COUNCIL
Special Session Minutes
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 24, 2018
7:00 p.m.

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

Absent: Councilmembers Cindy Fithian and Joe McGuire

Staff: Kirstyn Jovanovich, Town Manager; Christopher Coon, Town Clerk

1. Call to Order

Mayor Quist called the meeting to order at 7:03 p.m.

2. Public Hearing

A. Public Hearing on Proposed Fiscal Year 2019 Budget

Mayor Quist called the Public Hearing to order at 7:03 p.m.

Steve Vonderheide, 311 Mill Street, wanted to know where the Real Estate tax increase would be appropriated. He indicated that the FY2019 Proposed Budget had a 6.5 percent increase in Real Estate revenue and the General Fund had a 5.1 percent increase in revenue.

Ms. Jovanovich indicated that the Town Council has historically advertised a higher real estate tax rate than the tax rates used in the proposed budget as the Town many not adopt a higher rate than what was advertised. She also stated that the 6.5 percent increase to Real Estate revenues is from the estimated increase in real estate assessments. The FY2019 proposed budget has been based on maintaining current tax rates, including maintaining the Town's real estate tax rate of \$0.12 per \$100 of assessed value.

Mayor Quist closed the Public Hearing at 7:09 p.m.

3. Adjournment

The meeting was adjourned at 7:09 p.m.

Christopher Coon
Town Clerk



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Jim Drakes
Cindy Fithian
Joe McGuire

TOWN MANAGER
Kirstyn Barr Jovanovich

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

Town Engineer's Report Town Council Meeting - May 2, 2018

Kayak/Canoe Launch - no change from last report

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

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

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

Tanyard Hill property - update from last report

Proffer Amendment and Comprehensive Plan Amendment Board of Supervisors hearing on May 15, 2018. Planning Commission recommended approval at their hearing on April 4, 2018. Staff recommending approval.

Kiely Court Project - no change from last report

Land Disturbance Permit issued - construction to start soon.

Rivertown Project - no change from last report

Land Disturbance Permit issued - construction started.

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

Land Disturbance Permit issued - construction started.

Stormwater Management Program - Prince William County - update from last report

Met with Director of Public Works (Tom Bruun, Marc Aveni, Madan Mohan, Mark Colwell) on March 6, 2018. Inventory of storm system partially completed and continuing.

-END-

BUILDING OFFICIAL REPORT - TOWN OF OCCOQUAN

Wednesday, May 2, 2018

PWC DEVELOPMENT SERVICES - BUILDING DEVELOPMENT

Report Date: 4/24/2018
Report Time: 3:08:02 PM

Town of Occoquan - Permit Report

April 2018

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2015-01059	302 COMMERCE ST	ALTERATION TO EXISTING SFD/ SCHMIDT	Building	Issued	R - Alteration/Repair	10/30/2014	
BLD2018-02887	105 EDGEHILL DR	KITCHEN REMODEL/NON- STRUCTURAL	Building	Finaled	R - Alteration/Repair	11/20/2017	02/24/2018
ELE2018-02254	105 EDGEHILL DR	KITCHEN REMODEL/NON- STRUCTURAL	Electrical	Finaled	R - Alteration/Repair	12/06/2017	02/24/2018
GAS2018-01020	105 EDGEHILL DR	Move gas line for range	Gas	Finaled	R - Alteration/Repair	12/04/2017	02/24/2018
MEC2018-01545	105 EDGEHILL DR	KITCHEN REMODEL/NON- STRUCTURAL	Mechanical	Finaled	R - Alteration/Repair	12/13/2017	02/24/2018
PLB2018-01303	105 EDGEHILL DR	Remodel Kitchen (sink, dishwasher, ice maker)	Plumbing	Finaled	R - Alteration/Repair	12/04/2017	02/24/2018
BLD2018-04529	107 EDGEHILL DR	STRUCTURAL A/R TO REMOVE LOAD BEARING WALL AND REPLACE WITH STRUCTURAL BEAM	Building	Finaled	R - Alteration/Repair	03/14/2018	03/25/2018
BLD2018-05318	304 MILL ST	INTERIOR AND EXTERIOR ALTERATION TO MILL STREET SNACKS - REMOVAL OF DAMAGED FRONT OF STRUCUTRE - INSTALL NEW 2 X 4 SUPPORTS AS NEEDED, 32" WOODEN DOOR, 48" WINDOW, T1- 11 WOOD SIDING, SERVICE SHELF BELOW WINDOW, NEW HAND RAIL TO THE LEFT OF DECK.	Building	Finaled	C - Alteration/Repair	04/06/2018	04/15/2018
ELE2018-04256	304 MILL ST	INTERIOR AND EXTERIOR ALTERATION TO MILL STREET SNACKS - LIGHT FIXTURES, RECEPTACLES, AND SWITCH	Electrical	Finaled	C - Alteration/Repair	04/10/2018	04/22/2018
PLB2018-02475	304 MILL ST	3-Compartment Sink	Plumbing	Issued	C - Alteration/Repair	04/06/2018	
BLD2018-04471	313 MILL ST	PARTIAL ROOF REPAIR DUE TO WATER DAMAGE - SEE PSTD2018- 00224	Building	Issued	C - Alteration/Repair	02/23/2018	

BUILDING OFFICIAL REPORT - TOWN OF OCCOQUAN

Wednesday, May 2, 2018

PWC DEVELOPMENT SERVICES - BUILDING DEVELOPMENT

Report Date: 4/24/2018
Report Time: 3:08:02 PM

Town of Occoquan - Permit Report

April 2018

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2018-03636	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Building	Pending	C - Alteration/Repair		
MEC2018-01930	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Mechanical	Pending	C - Alteration/Repair		
PLB2018-01804	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR RENOVATION OF A RESIDENTIAL UNIT IN A 3-UNIT APARTMENT ABOVE GROUND RETAIL FLOOR	Plumbing	Pending	C - Alteration/Repair		
BLD2018-04612	416 MILL ST	BANN THAI O TOWN - TLO	Building	Pending	C - Tenant Layout		
BLD2018-02969	426 MILL ST	LOT SPECIFIC SFD - KIELY RESIDENCE	Building	Pending	R - New Single Family Dwelling		
BLD2018-02984	430 MILL ST	KIELY RESIDENCE - LOT SPECIFIC SFD	Building	Pending	R - New Single Family Dwelling		
BLD2014-05879	1441 OCCOQUAN HEIGHTS	DECK	Building	Issued	R - Addition	04/25/2014	
BLD2013-05224	326 OVERLOOK DR	NON STRUCTURAL INTERIOR REMODEL	Building	Issued	C - Alteration/Repair	04/08/2013	
ELE2018-03876	326 OVERLOOK DR	NON STRUCTURAL INTERIOR REMODEL**TAKE OVER PERMIT FROM ELE2013-03967**	Electrical	Issued	C - Alteration/Repair	03/16/2018	
BLD2018-02753	113 POPLAR LN	36' x 18' INGROUND POOL	Building	Issued	R - Swimming Pool	12/07/2017	
ELE2018-02286	113 POPLAR LN	36' x 18' INGROUND POOL	Electrical	Issued	R - Swimming Pool	12/07/2017	
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to Fire Bowls	Gas	Issued	R - Swimming Pool	01/16/2018	
BLD2018-04392	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04390	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	

BUILDING OFFICIAL REPORT - TOWN OF OCCOQUAN

Wednesday, May 2, 2018

PWC DEVELOPMENT SERVICES - BUILDING DEVELOPMENT

Report Date: 4/24/2018
Report Time: 3:08:02 PM

Town of Occoquan - Permit Report

April 2018

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2018-04393	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04376	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04394	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04375	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 RIVERTOWN PLACE	Building	Issued	R - New Townhouse	03/22/2018	
BLD2018-04008	199 UNION ST	UPDATE AND REPAIR BATHROOM IN RENTAL APARTMENT. ***MUST PAY BCE ADMIN FEE***	Building	Issued	C - Alteration/Repair	01/31/2018	
PLB2018-01862	199 UNION ST	INTERIOR RENOVATIONS TO LAUNDRY AND BATHROOM IN RESIDENCE ON THE SECOND FLOOR. 1 BATH, 1 DRAIN.	Plumbing	Issued	C - Alteration/Repair	01/31/2018	
PLB2018-02373	411 UNION ST	CONVERTING FROM SEPTIC TO PUBLIC SEWER	Plumbing	Issued	R - Alteration/Repair	03/23/2018	
BLD2014-04698	109 WASHINGTON SQUARE	DECK	Building	Finalized	R - Addition	03/04/2014	04/15/2018
PLB2018-01956	103 WEST LOCUST ST	Water Service	Plumbing	Issued	R - Alteration/Repair	02/08/2018	

END OF REPORT



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TOWN MANAGER
Kirstyn Barr Jovanovich

Town Manager's Report Town Council Meeting - May 2, 2018

Speeding on Tanyard Hill Road

Ms. Pat Lynn and Ms. Mary Ann Phelps submitted a letter (see attached) on April 26, 2018 to the Town of Occoquan expressing concerns about speeding on Tanyard Hill Road. Town staff has been in touch with Supervisor Anderson's Office and Prince William County Transportation Department and has requested a speed study be conducted along Tanyard Hill Road to determine if and/or what speed mitigation solutions can be installed. Staff has also inquired as to whether or not the existing rumble strips can be reinstalled.

Parking and Traffic Study - Next Steps

At the March 6 meeting, the Town Council sent the parking study to the Planning Commission for review and to provide recommended next steps to the Town Council. Review pending.

Military Tribute Banners Program

Town staff is working with Dominion on the permit process in order to aid the VFW in implementing the military banner program.

River Mill Park

The lights on the pedestrian bridge have been reinstalled. Staff is continuing to work with VDOT to complete the installation by reconnecting the electrical; request pending.

Intersection Improvements

The Town has been notified that we have received the grant through VDOT's Transportation Alternatives Program (TAP) for the intersection improvement project on Mill Street. Funding will become available in FY 2019 and design/construction is anticipated to occur in spring 2019. TAP requires a 30% local match, which has been included in the Town's Proposed FY2019 CIP budget. This project will install ADA ramps at the Elicott/Mill Streets and Washington/Mill Streets intersections and include the installation of crosswalks.

Tanyard Hill (Oaks III) Rezoning and Comp Plan Amendment

The rezoning and comprehensive plan amendment request for the Oaks III/Tanyard Hill park property was approved by the Prince William County Planning Commission on April 4, 2018. The request will go before the Prince William County Supervisors on May 15, 2018. This request, if approved, will maintain the site as a park property and allow the town to install signage and construct a trail. The Town is continuing to work with the County to plan the trail section as part of the Occoquan Greenway Trail system.

Stormwater

Town staff met with County staff to discuss the stormwater management program request made by the Town to the Supervisor's office on March 6, 2018. Since then, County staff has

been in Town reviewing existing systems in an effort to perform a high-level review of the system and perform high-level mapping. The Town is continuing to work with the County on this issue.

Recodification Project

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

River Road Beautification

Town staff held an on-site meeting with River Road residents on April 11 and discussed existing refuse container storage and debris issues. At the conclusion of this meeting, it was determined that in order to bring the properties into compliance, residents could build a shielding structure at the front of the properties and continue to store containers in the front, or store the trash cans in the rear of the properties. A deadline of May 2 was given in order to bring the properties into compliance. In addition, it was noted that a large amount of material and debris was being stored in the VDOT ROW at the rear of the properties. VDOT was contacted and removed the debris. Residents were advised that items were not to be stored in the easement.

Upcoming Events

- May 4: Music on Mill Concert, Maggie Shot Burns, 6 – 8 p.m.
- May 12: Art on the Block, 11 a.m. – 4 p.m.
- May 19: Discover Occoquan, 10 a.m. – 8 p.m.
- May 19: ORMA Blessing of the Fleet Boat Parade, 10 a.m.
- May 19: Music on Mill Concert, The Sidleys, 6 – 8 p.m.
- June 2 – 3: Occoquan Arts and Crafts Show

Meetings, Trainings, and Events

- PWC Planning Commission Meeting, April 4
- Occoquan Heights Meeting Re: Landscaping Bond, April 11
- River Road Meeting Re: Refuse, April 11
- Regional Trails Meeting (Potomac Heritage Trail), April 12
- Business meeting with Restaurants, April 17
- VDOT/PWC Grant Funding Meeting, April 17
- FOTO Cleanup, April 21
- Town/Business Quarterly Meeting, April 24
- River Mill Park Meeting Re: Outstanding Issues, April 27
- KPBW 5K and Arbor Day Tree Planting, April 28

Enclosure (1)

-END-

April 26, 2018

Patricia D. Lynn
407 Union Street
Occoquan, Va 22125
703-851-6247

Town of Occoquan

Ref: Regarding the recognized speeding problem on Tanyard/Union Street

Mayor Quist and Town Council,

I have reached out to Ruth Anderson and I am at present working with Jacob Mosser from her Office. My request to our Town Council is your involvement and support with this problem until it is resolved.

Respectfully,

Patricia Lynn
Maryann Phelps



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 Joe McGuire

TOWN MANAGER
 Kirstyn Barr Jovanovich

TOWN TREASURER
 Carla M. Rodriguez

Town Treasurer's Report Town Council Meeting - May 2, 2018

Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Meals Tax Audit	Pending (1)	None	Pink Bicycle Tea Room (Review Pending) Bottle Stop Wine (Completed/Closed)
BPOL Audit	Pending (3)	2012 License Year	Fathom Realty (Review Pending) 13 Magickal Moons (Completed/Closed) Red Art and Design (Completed/Closed)

Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Occoquan Inn/Virginia Grill	1	2/1/2018	Not compliant

Business License Delinquencies			
Business Name	Length of Delinquency	Date of Last Notice	Status of Compliance
Allstate Insurance Anthony Cancel	1 Year	03/13/18	Not compliant/New Owner/reminder letter sent
Kaluca Art	1 Year	03/13/18	Not compliant/reminder letter sent
Loric Counseling & Mediation	1 Year	03/13/18	Business Moved; Compliant
Pin Curls Hair Salon	2 Years	04/16/18	Not compliant/reminder letter sent
Quickpro Property Improvement	1 Year	04/25/18	Not compliant/reminder letter sent
Real Estate Executive	1 Year	04/25/18	Not compliant/reminder letter sent
Rivershore Charters	1 Year	04/25/18	Not compliant/reminder letter sent
VACS LLC	1 Year	01/31/18	Not compliant/reminder letter sent

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Selecman, James	5 Years	\$1,476.29	04/11/18	Not Compliant - Enforcement Action in Process
Mary Ann Auger	1 Year	\$139.56	04/11/18	Not Compliant
Ernest J. Fore	3 Years	\$1,269.94	04/09/18	Not Compliant - Enforcement Action in Process

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Granny's Cottage Inc	2 Years	\$134.40	04/11/18	Not Compliant
Nelson H Head	1 Year	\$428.32	04/16/18	Not Compliant
Lance R Houghton	3 Years	\$406.00	04/11/18	Not Compliant- Enforcement Action in Process
Rashad Jones	1 Year	\$162.12	04/11/18	Not Compliant
River Mill Investments LLC	1 Year	\$308.28	04/11/18	Not Compliant
River Mill Investments LLC	1 Year	\$375.24	04/11/18	Not Compliant
Monica Thomas	1 Year	\$160.56	04/11/18	Not Compliant
Frederick Sales	2 Years	\$279.96	04/17/18	Not Compliant

Other Items of Note

None.



TOWN OF OCCOQUAN

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

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

TOWN MANAGER
 Kirstyn Barr Jovanovich

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

Occoquan Police Department

Monthly Town Council Report April 2018

Departmental Goals

(Set by Town Council in February 2016)

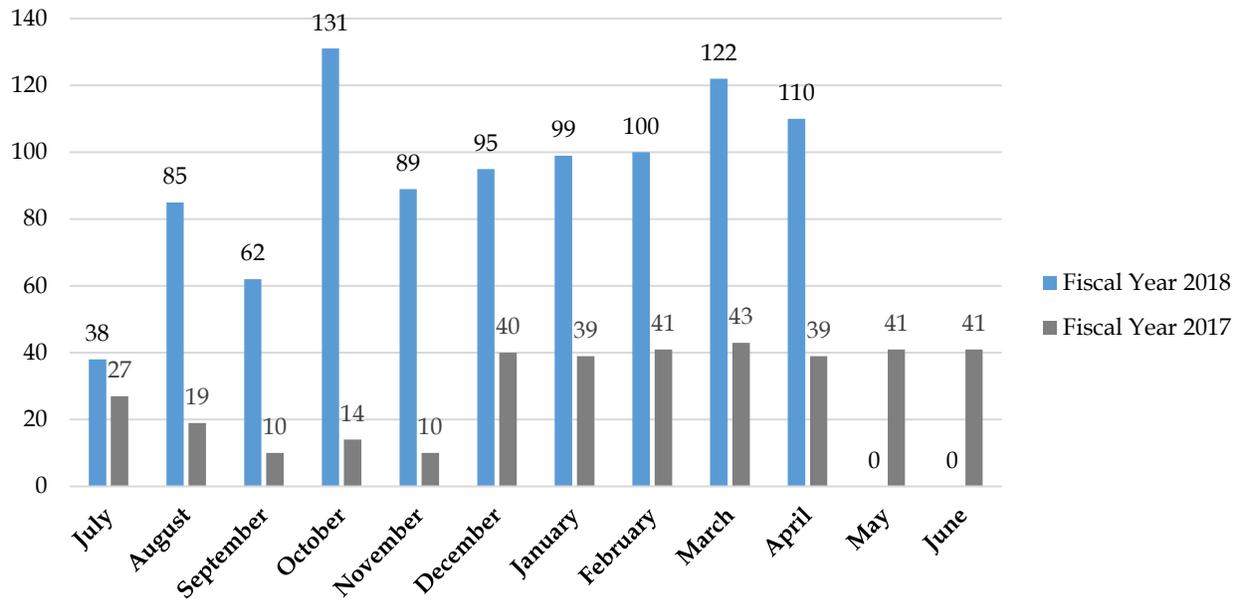
- Goal 1: Protection of private property
- Goal 2: Improvement of pedestrian safety
- Goal 3: Increased patrol hours including nights and weekends
- Goal 4: Prioritizing community meetings outside of town
- Goal 5: Updating department policies

Significant Incidents

Nature	Date	Location	Details
Loitering	4/4/2018	Town	Observed individuals loitering under the 123 Bridge. Spoke with individuals and they left the area.
Neighbor Complaint	4/4/2018	Town	Received complaint regarding possible trespass violation. Responded to River Road and spoke with complainant.
Court	4/5/2018	Manassas	Attended General District Court.
Neighbor Complaint	4/5/2018	Town	Received complaint regarding possible destruction of property. Communicated with complainant.
Inoperable Vehicles	4/9/2018	Town	Received complaint regarding inoperable vehicles on Center Lane. Responded to and identified the property owner and vehicle owners. Spoke with property owner.
Destruction of Property	4/11/2018	Town	Responded to report of damaged light pole on the pedestrian bridge. Responded and took destruction report.
Sign Down	4/11/2018	Town	Responded to report that stop sign was down at E. Colonial Dr. Found street

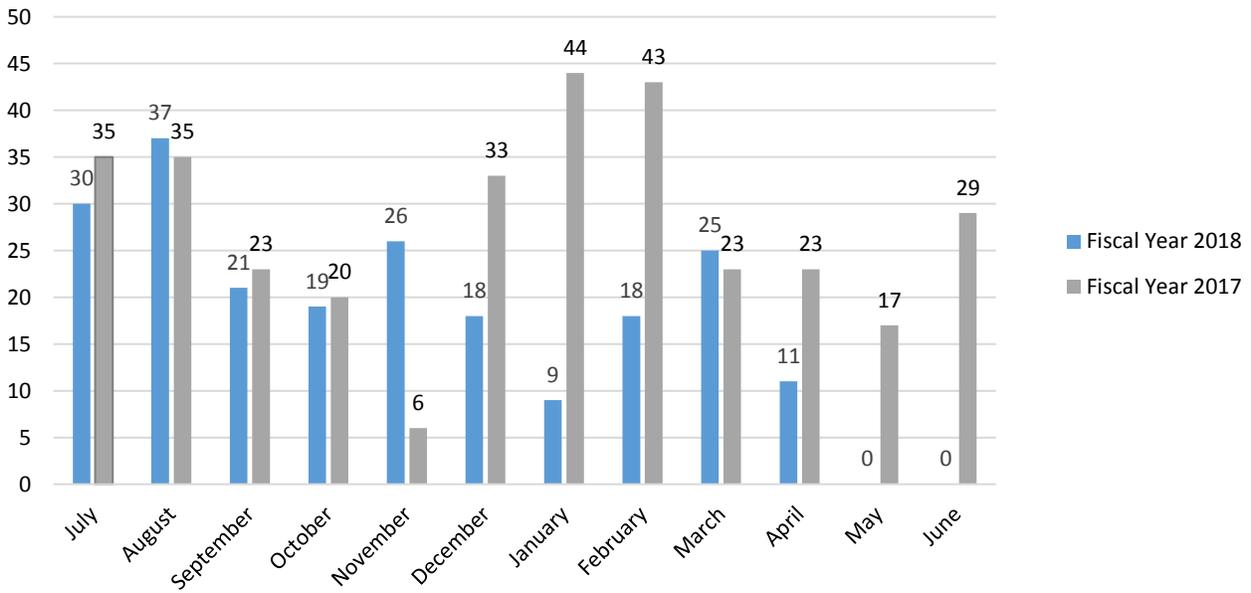
			signs down and contacted maintenance and assisted in replacing street sign.
Hit & Run / Reckless Driving	4/11/2018	Town	Received a complaint of a pedestrian struck by a vehicle at Washington St. and Commerce St. Vehicle did not stop. Applied and received Arrest Warrants (Felony and Misdemeanor).
Sign Violation	4/12/2018	Town	Received complaint regarding improper signs with vulgar and profane language near bus stop at Occoquan Heights.
Police Assist	4/12/2018	Town	Assisted Prince William County Police with traffic control related to disabled tractor trailer on Gordon Blvd & Riverview Lane.
Animal Complaint	4/16/2018	Town	Responded to complaint of a squirrel attempting to get into the Museum and attacking pedestrians.
Sunken Boat	4/16/2018	Town	Received complaint that a boat was sinking behind 309 Mill St. Responded and determined was same boat as reported in March, but at a slightly different location. Contacted Virginia Marine Police.
Trespassing	4/19/2018	Town Property	Responded to person with a bow and arrow in the woods on Tanyard Hill property.
Alarm Call	4/19/2018	Town	Dispatched to residential burglar alarm call in Gas Light Landing.
Suspicious Vehicle	4/21/2018	Town	Responded to open vehicle under 123 Bridge. Secured vehicle and located owner.
Suspicious Person Complaint	4/22/2018	Town	Received a complaint regarding suspicious person on River Road.
Fishing Complaints	4/23/2018	Town	Responded to complaints of illegal fishing under the foot bridge and 123 bridge.
Parking Complaints	4/26/2018	Town	Responded to parking complaints on Mill St. and Union St.
Vehicle Complaint	4/26/2018	Town	Responded to complaints regarding unlicensed vehicle on Colonial Dr.

Traffic Summonses FYTD (GRAPH) ¹



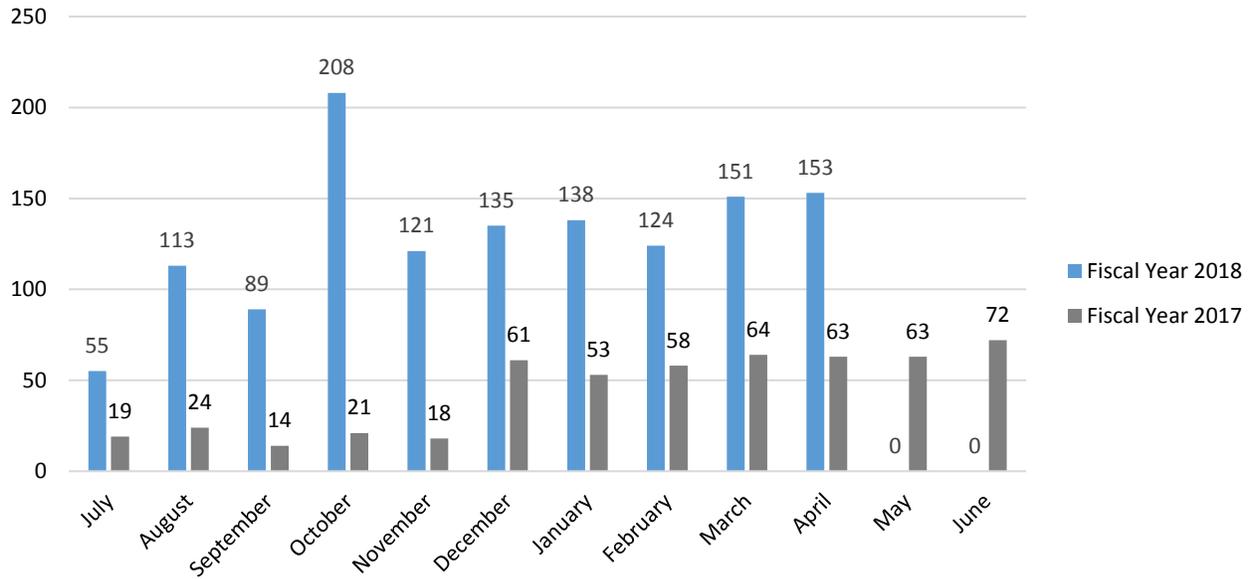
¹Goals 1, 2

Parking Tickets Issued FYTD (GRAPH) ²



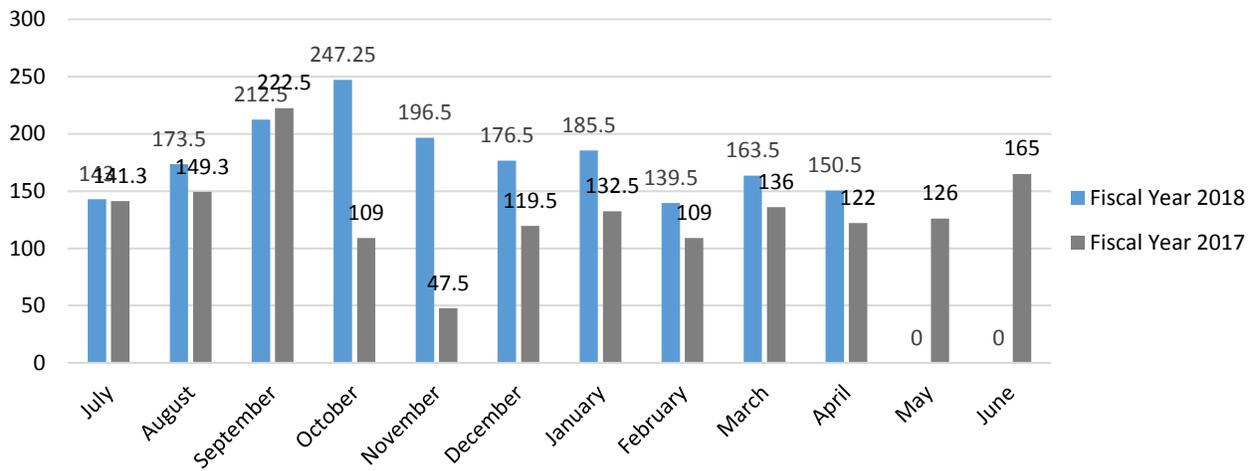
²Goal 2

Traffic Enforcement FYTD (GRAPH) ³



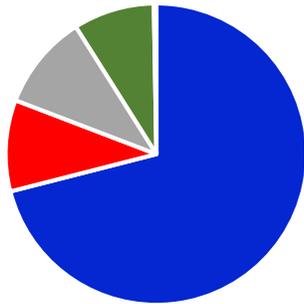
³Goal 2

Patrol Hours FYTD (GRAPH) ⁴



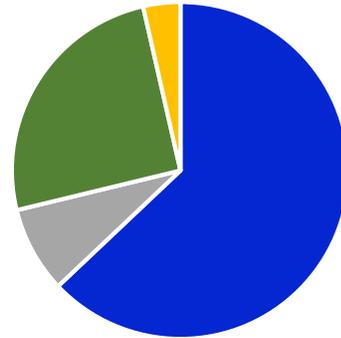
⁴Goals 1, 2, 3

Total Administrative/Training Hours FYTD



■ Linn ■ Volunteer Admin ■ Barker ■ Neff ■ Feliciano

Total Patrol Hours FYTD



■ Linn ■ Barker ■ Neff ■ Feliciano

Community Relations

Provided patrol and visibility throughout Town, including foot patrols through Historic Downtown. Provided patrol during Town clean up. Engage in stop sign and speed compliance details.

Current Initiatives

Working with auxiliary officers to increase patrols and visibility on nights and weekends.¹ Worked with volunteer staff to address administrative needs of the Town and Police Department.

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

¹Goal 3

²Goal 2



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 A: Request to Adopt and Appropriate Fiscal Year 2019 Budget and Tax Rates	

Explanation and Summary:

The Town began its FY 2019 budget process in October 2017 and held three budget work sessions to discuss the proposed budget on January 16, February 20, and March 6, 2018. In addition, the Town Council held a public hearing to obtain public input on the proposed budget on April 17, and on the proposed tax rates on April 24, 2018.

The proposed budget document includes recommendations garnered from discussions held by Town Council, staff and the community throughout the budget process, with revenues based on maintaining the current real estate tax rate of \$0.12 per \$100 of assess value, maintaining the current meals tax rate of three percent and the current transient tax rate of two percent.

BUDGET SUMMARY

		FY 2018 Adopted	FY 2019 Proposed	Difference	Increase/ (Decrease)
General Fund	Revenues	\$719,010	\$755,920	\$36,910	5.1%
	Expenditures	\$719,010	\$755,920	\$36,910	5.1%
Craft Show Fund	Revenues	\$216,390	\$203,950	(\$12,440)	(5.7%)
	Expenditures	\$108,120	\$101,954	(\$6,166)	(5.7%)
Mamie Davis Fund	Revenues	\$4,100	\$2,600	(\$1,500)	(36.6%)
	Expenditures	\$2,000	\$2,000	\$0	0.0%
Capital Improvement Fund	Revenues	\$100,000	\$446,300	\$346,300	346.3%
	Expenditures	\$291,500	\$606,100	\$314,600	107.9%

Town Manager's Recommendation: Recommend adoption and appropriation of FY 2019 Budget, Capital Improvement Plan, and tax rates in support of the budget.

Cost and Financing: N/A
Account Number: N/A

Proposed/Suggested Motions:

"I move to set the following tax rates for the Fiscal Year 2019 beginning July 1, 2018: a Real Estate Tax Rate of \$0.12 per \$100 of assessed valuation; a Meals Tax Rate of three (3) percent; and a Transient Tax Rate of two (2) percent."

AND

"I move to adopt the Fiscal Year 2019 Budget beginning July 1, 2018 as presented in the amount of \$755,920 and appropriate the funds for the expenditures shown in the budget."

AND

"I move to adopt the Fiscal Year 2019 Capital Improvement Plan beginning July 1, 2018 as presented in the amount of \$606,100 in expenditures and \$446,300 in revenue, and appropriate the funds for the expenditures shown in the budget."

AND

"I move to adopt the Fiscal Year 2019 Mamie Davis Fund beginning July 1, 2018 as presented in the amount of \$2,000 in expenditures and \$2,600 in revenue, and appropriate the funds for the expenditures shown in the budget."

AND

"I move to adopt the Fiscal Year 2019 Craft Show Fund beginning July 1, 2018 as presented in the amount of \$101,954 in expenditures and \$203,950 in revenues, and appropriate the funds for the expenditures shown in the budget."

Or

Other action Council deems appropriate.

Attachments (0) None.

The full FY 2019 Proposed Budget is available online at www.occoquanva.gov or at Town Hall, 314 Mill Street, M-F, 9 am - 4 pm.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 B: Request to Approve Resolution for Military Tribute Banner Program	

Explanation and Summary:

The VFW Post 7916 has established a Military Veteran Tribute Banner program in an effort to honor local military veterans by displaying banners on Dominion poles throughout the historic district. The Town Council was briefed on this program during their January 16, 2018 work session and since then, Town staff has been working with the VFW on the program and obtaining permits from Dominion. The VFW is implementing the program and will be responsible for costs associated with the program, including installation and removal, fabrication and maintenance of the banners.

This is a request to adopt a resolution in support of the program and the Town's partnership with VFW Post 7916.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to approve a resolution in support of the VFW Post 7916 Military Veteran Tribute Banner Program."

OR

Other action Council deems appropriate.

Attachments: (1) Resolution

RESOLUTION

**RESOLUTION OF SUPPORT OF THE VFW POST 7916
MILITARY TRIBUTE BANNER PROGRAM**

WHEREAS, the Veterans of Foreign Wars (VFW) Post 7916 was established in the Town of Occoquan on June 26, 1946 and has served local veterans, active duty military and their families, along with the Occoquan community, for over 70 years; and

WHEREAS, the VFW Post 7916, in partnership with the Town of Occoquan, has established a Military Tribute Banner program aimed at honoring veterans and active duty military by displaying banners on utility poles within the Town’s historic district; and

WHEREAS, the VFW Post 7916 has developed a sponsorship program to fund the cost of the banners including installation, maintenance, and removal, and there is no ongoing cost to the Town for the administration of the program; and

WHEREAS, the Town of Occoquan supports the VFW Post 7916’s efforts to recognize our military service members through this program; and

WHEREAS, the Town of Occoquan recognizes the positive contribution that VFW Post 7916 makes to not only the Occoquan community, but also to the veterans and their families within the region; and

WHEREAS, the Town of Occoquan will consider other requests to mount banners honoring the U.S. Armed Forces on utility poles; and

WHEREAS, it is the responsibility of any group wishing to hang banners on utility poles to obtain all required rights to use the art displayed there; and

NOW, THEREFORE, BE IT RESOLVED, the Occoquan Town Council hereby endorses the VFW Post 7916’s Military Tribute Banner Program and supports the installation of these banners honoring our veterans and active duty military on identified utility poles as approved by Dominion Power.

Adopted by the Town Council of the Town of Occoquan, Virginia this ___ Day of ___ 2018.

MOTION:

DATE:

Regular Meeting

SECOND:

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Attested:

Elizabeth A.C. Quist, Mayor

Christopher Coon, Town Clerk



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 C: Request to Adopt Ordinance to Update Occoquan Town Code Chapter 2, Planning Commission and Architectural Review Board	

Explanation and Summary:

The Town Council discussed the proposed changes to the Town Code, Chapter 2, Article IV Division 2, Planning Commission and Division 4, Architectural Review Board at their April 17, 2018 work session. This is a request to adopt an Ordinance to amend the Town Code, Chapter 2.

Background:

Mike Chandler of the Virginia Tech Land Use Education Program assisted the Town with the 2016 update to the Comprehensive Plan. As a follow up to that process, Mr. Chandler recommended that the Town update and bring current the bylaws for the Planning Commission, which are found in the Occoquan Town Code, Chapter 2, Article IV, Division 2.

On April 10, 2018 the Planning Commission completed a review and update of the Commission's bylaws and on April 17, discussed those proposed changes with the Town Council.

One change included in the updated bylaws is to move the meeting date of the Planning Commission from the second to the fourth Tuesday of the month in an effort to streamline the workflow between Planning Commission and Town Council. Due to this change, the Architectural Review Board (ARB) has requested to move their meeting date to the fourth Tuesday of the month in order to remain on the same evening as the Planning Commission meetings. This Ordinance includes language to update Division 4 regarding the ARB's meeting schedule.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A
Account Number: N/A

Proposed/Suggested Motion:

“I move to adopt an ordinance amending Occoquan Town Code Chapter 2, relating to Planning Commission and Architectural Review Board.”

OR

Other action Council deems appropriate.

Attachments: (1) Ordinance

ORDINANCE # O-2018-01

**AN ORDINANCE TO UPDATE CHAPTER 2 OF THE TOWN CODE, ARTICLE IV
BOARDS AND COMMISSIONS, TO COMPREHENSIVELY UPDATE DIVISION 2,
PLANNING COMMISSION, AND AMEND DIVISION 4, ARCHITECTURAL REVIEW
BOARD TO CHANGE THE MEETING DATE**

WHEREAS, Town Council of the Town of Occoquan (hereinafter “Town Council”) wishes to amend Chapters 2, Article IV, Division 2 and Division 4 of the Town of Occoquan Code of Ordinances regarding the membership, official capacity, compensation, powers, duties and authority of the Planning Commission and the Architectural Review Board of the Town of Occoquan, Virginia; and

WHEREAS, pursuant to Code of Virginia §§ 15.2-2210, 15.2-2212 and 15.2-2306, the Town Council wishes to amend and update Chapter 2, Article IV, Division 2 and Division 4 of the Town of Occoquan Code of Ordinances in order to comply with the Code of Virginia; and

NOW, THEREFORE,

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this 2nd day of May 2018;

1. That the Town Council hereby amends Chapter 2 of the Town Code, consisting of §2-241 through 2-251, and § 2-405 as follows:

ADMINISTRATION*

Article IV. Boards and Commissions

Division 2. Planning Commission

- Sec. 2-241. Establishment.
- Sec. 2-242. Purpose.
- Sec. 2-243. Qualifications, appointment, removal, terms, compensation of members.
- Sec. 2-244. Meetings.

- Sec. 2-245. Facilities for holding of meetings and preservation of documents.
- Sec. 2-246. Roles and Responsibilities.
- Sec. 2-247. Duties.
- Sec. 2-248. Expenditures; gifts and donations.
- Sec. 2-249. Amendments
- Sec. 2-250. New Member Onboarding
- Secs. 2-251—2-270. Reserved.

Division 4. Architectural Review Board

- Sec. 2-401. Establishment.
- Sec. 2-402. Membership.
- Sec. 2-403. Term of office; removal; vacancies.
- Sec. 2-404. Officers.
- Sec. 2-405. Procedure for meetings.

Sec. 2-406. Duties.

ARTICLE IV. BOARDS AND COMMISSIONS

DIVISION 2. PLANNING COMMISSION

Sec. 2-241. Establishment.

The planning commission for the Town of Occoquan (the “commission”) is created pursuant to authority contained in the Code of Virginia, and is governed by the Code of Virginia and Occoquan Town Code.

Sec. 2-242. Purpose.

The general purpose of the commission shall be to guide and promote the efficient, coordinated development of the town in a manner which will best promote the health, safety, and general welfare of its people; preserve and protect the town and its natural resources; to address the goals and recommendations of the Comprehensive Plan; and to serve in an advisory capacity to the town council.

Sec. 2-243. Qualifications, appointment, removal, terms, training, compensation of members.

- (a) **Membership Requirements.** Qualifications for membership shall be set by state law, membership of the commission shall consist of not less than five nor more than 15 members appointed by town council. Members of the commission shall be residents of the town, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least half the members so appointed shall be owners of real property. One member of the commission may be a member of the town council and one member may be a member of the administrative branch of government of the town, the term of each of these two members shall be coextensive with the term of office to which they have been elected or appointed unless the council, at the first regular meeting each year, appoints others to serve as their representatives.
- (b) **Terms.** Terms for members are set by state law. Each member shall be appointed to hold office for four (4) year term. Vacancies shall be filled by the town council for the unexpired term within 60 days.
- (c) **Certified Planning Commissioners’ Training.** The planning commission recognizes that all members should understand their roles and responsibilities as defined by the Code of Virginia. All newly appointed members to the planning commission are expected to complete a Certified Planning Commissioners Program and become certified within 24 months of appointment. The town council may waive this training requirement.
- (d) **Absences.** In accordance with the Code of Virginia, more than four (4) consecutive or absences at

twenty-five (25%) percent of all meetings in any one (1) fiscal year shall be considered nonperformance of duty and cause of removal from the commission.

- (e) Removal. Members of the commission may be removed by the town council for nonperformance of duty, misconduct in office, or upon failure to declare a conflict of interest upon vote by the majority, after written charges have been prepared and a hearing conducted.
- (f) Resignation. A member may resign from the commission by sending a written notice of resignation to the town council or commission chairperson.
- (g) Compensation. The council may provide compensation to commission members for:
 - (1) Reimbursement of actual expenses incurred by members of the commission;
 - (2) Compensation to such members, or any of them, for their services; or
 - (3) Both

Sec. 2-244. Meetings.

- (a) Regular Meetings. Regular meetings of the commission shall be held monthly in the town hall on the fourth Tuesday of each month. The dates and times shall be posted at the town hall and a notice should be published in accordance with the Code of Virginia. Any changes in the date or time of the regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the commission shall select suitable alternate dates in the same month, in accordance with the Code of Virginia.
- (b) Meeting Notices. All meetings shall be posted at the town hall according to the Code of Virginia. The notice shall include the date, time and place of the meeting.
- (c) Special Meetings. Special meetings of the commission may be called by the chairperson or by two members upon written request to the chairperson. The business which the commission may perform shall be conducted at a public meeting of the commission held in compliance with the Code of Virginia. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Code of Virginia. In accordance with the Virginia Code §15.2-2214, the staff liaison shall notify all commissioners, in writing, at least five days in advance of a special meeting, of the time and place of the meeting and the purpose thereof. Written notice of a special meeting is not required if the time of the special meeting has been fixed at a regular meeting, or if all members are present at the special meeting or file a written waiver of notice.
- (d) Open Meetings. In accordance with the Virginia Freedom of Information Act, all meetings of the commission shall be open to the public and held in a place accessible to the general public. All deliberations and decisions of the commission shall be made at a meeting open to the public. A person shall be permitted to address a hearing of the commission in accordance with the meeting's written agenda. A person shall not be excluded from a meeting of the commission except in accordance with the law.
- (e) Public Record. All meetings, minutes, records, documents, correspondence, and other materials of the commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.

- (f) Quorum. In order for the commission to conduct business or take any official action, a quorum consisting of the majority of the voting members of the commission shall be present. When a quorum is not present, members of the commission may discuss matters of interest, but can take no action until a quorum of the commission is established. All public hearings without a quorum shall be rescheduled for the next regular or special meeting, and notice thereof shall be provided in accordance with the Code of Virginia. The commission, by resolution adopted at a regular meeting, may also fix the day or days to which any meeting shall be continued if the Chairperson, or Vice Chairperson if the Chairperson is unable to act, finds and declares that weather or other conditions are such that it is hazardous for member to attend the meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised for such meeting shall be conducted at the continued meeting and no further advertisement is required. The commission shall cause a copy of such resolution to be inserted in a newspaper having general circulation in the locality at least seven days prior to the first meeting held pursuant to the adopted schedule.
- (g) Voting. By law, no action of the local planning commission shall be valid unless authorized by a majority vote of those present and voting in the presence of a quorum. Voting shall ordinarily be voice vote; provided, however, that a roll call vote shall be required if requested by any commission member or directed by the chairperson. Any member abstaining from a vote shall not participate in the discussion of that item.
- (h) Agenda. A written agenda for all regular meetings shall be prepared as follows:
- (1) Call to Order
 - (2) Roll Call
 - (3) Approval of Agenda
 - (4) Approval of Minutes
 - (5) Public Comments and Communications Concerning Items Not on the Agenda
 - (6) Scheduled Public Hearings
 - (7) Unfinished Business
 - (8) New Business
 - (9) Administrative Items
 - (10) Adjournment

Any commissioner may request that an item be placed on the regular meeting agenda for discussion provided such request is made not less than one (1) week prior to the next regular meeting and provided that such request is approved by the chairperson. The commission may, by majority vote or unanimous consent, amend or adjust the order of any agenda at any point during the meeting.

- (i) Rules of Order. Except as otherwise provided by law or these bylaws, meetings of the commission will be governed by the current edition of “Robert’s Rules of Order, Newly Revised.”
- (j) Public Hearings. Hearings shall be scheduled and due notice given in accordance with the Code of Virginia. Public hearings conducted by the commission shall be run in an orderly and timely fashion. This shall be accomplished by the establishing hearing procedures.
 - (1) Open Public Hearing
 - (2) Read Chairman’s Statement
 - (3) Applicant Presentation and Staff Presentation (order shall be determined by the Commission at the meeting)
 - (4) Public Testimony/Comments
 - (5) Applicant Rebuttal
 - (6) Planning Commission Questions
 - (7) Close Public Hearing
 - (8) Planning Commission Discussion
 - (9) Planning Commission Action
 - (10) Advise Public of Next Step in the Process
- (k) Notice of Decision. A written notice containing the decision of the commission will be sent.

Sec. 2-245. Facilities for holding of meetings and preservation of documents.

The town council shall provide the commission with facilities for the holding of meetings and the preservation of plans, maps, documents and accounts.

(Code 1981, § 2-38.5)

Sec. 2-246. Roles and Responsibilities.

- (a) Members. All members of the commission shall:
 - (1) Regularly attend all scheduled meetings as well as special or called meetings.
 - (2) Prepare for each meeting by familiarizing themselves with the meeting agenda beforehand.
 - (3) Follow the rules of procedures and contribute to meetings in a constructive manner.

- (4) Uphold the prestige of the office by conducting themselves in a respectful and ethical manner.
 - (5) Always seek to ascertain the public interest and how to further the interests of the community as a whole.
- (b) Officers. The officers of the commission are appointed members of the commission and shall consist of a chairperson, vice-chairperson, and secretary.
 - (c) Duties of the Chairperson. The chairperson shall preside at all meetings, appoint committees, and perform such duties as may be delegated by the commission or town council. The commission chairperson shall have the right to appoint new committee members at any time to fill a vacancy.
 - (d) Duties of the Vice-Chairperson. The vice-chairperson shall act in the capacity of the chairperson in his/her absence. In the absence of both the chairperson and the vice-chairperson, the commission shall elect one of its members as president pro tem to preside at the meeting.
 - (e) Duties of the Secretary. The secretary shall serve as the liaison between the commission and the Town Clerk who is responsible for the execution of documents in the name of the commission, performing the duties hereinafter listed below, and performing such other duties as the commission may determine.
 - (1) Minutes. Commission minutes shall be prepared by the secretary of the commission. The minutes shall contain a brief synopsis of the meeting, complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the Town Clerk. The Town Clerk shall be responsible for a permanent record of the minutes of each meeting and shall have them preserved in suitable permanent records.
 - (2) Correspondence. The Town Clerk shall be responsible for the issuance of formal written correspondence with other groups or persons, as directed by the commission. All communications, petitions, reports, or other written materials received by the Town Clerk shall be brought to the attention of the commission.
 - (3) Attendance. The Secretary shall be responsible for maintaining an attendance record for each commission member and report those records annually to the commission for inclusion in the Annual Report to the town council.
 - (4) Notices/Agendas. The Town Clerk shall issue such notices and prepare the agendas for all meetings, as may be required by the commission.
 - (f) Duties of the Town Council Representative. The town council representative to the commission shall report the actions of the town council to the commission and update the commission on actions by the town council that relate to the functions and duties of the commission
 - (g) Duties of the Architectural Review Board Representative. The Architectural Review Board (ARB) representative to the commission shall report the actions of the ARB to the commission and update the commission on actions by the ARB that relate to the functions

and duties of the commission.

- (h) Elections.
 - (1) At the January meeting, the commission shall select from its membership a chairperson, vice-chairperson, and secretary who shall serve for a twelve-month period and who shall be eligible for re-election.
 - (2) A candidate receiving a majority vote shall be declared elected.
 - (3) Newly elected officers will assume their office immediately after the election.
- (i) Terms. All officers shall serve a term of one (1) year, or until their successors are selected and assume office. Officers may be re-elected
- (j) Vacancies. Vacancies in offices shall be filled immediately by regular election procedure with the term expiring in accordance with (1) above.

Sec. 2-247. Duties.

The commission shall perform the following duties:

- (1) Draft, conduct hearings, and recommend a Zoning Ordinance, and subsequent amendments thereto, to the town council.
- (2) Assist the town council in the adoption of a Comprehensive Plan as provided title 15.2, Article 3 of the Code of Virginia, which, with accompanying maps, plats, charts and descriptive matter, shall show the commission's recommendations for the development of the territory covered by the plan. In the preparation of such plan, the commission shall make careful and comprehensive surveys and studies of existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the town and its environs that will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, comfort, prosperity and general welfare of the inhabitants, as well as efficiency and economy in the process of development. The plan shall be reviewed regularly, and necessary updates made as required.
- (3) Promote public interest in and an understanding of the Comprehensive Plan, and to that end may publish and distribute copies of the plan or of any report and may employ such other means of publicity as it may determine, within its budget.
- (4) Make recommendations and prepare an Annual Report to the town council in November concerning the operation of the commission and the status of planning within its jurisdiction. A draft version of the document will be prepared for the October meeting, with a possible work session following that same month to finalize the document in time for a joint meeting with the town council in November to discuss and inform the Council's November work session meeting later that month.
- (5) Review and take action or recommend appropriate actions to the town council on site plans, and special land use permits.
- (6) Review and take action on subdivisions proposals.

- (7) Review and comment to the town council on all proposed zoning changes.
- (8) Prepare, publish, and distribute special studies and plans, as deemed necessary by the commission or town council and for which appropriations of funds have been approved by the town council, as needed.
- (9) Attend training sessions, conferences, or meetings as needed to properly fulfill the duties of a member of the commission (hereinafter “commissioner”), and for which appropriations of funds have been approved by the town council, as needed.
- (10) Perform other duties and responsibilities as may be requested by the town council.
- (11) Conduct such site visits as deemed necessary to evaluate the application and supporting material. Site visits shall be conducted individually unless otherwise scheduled by the commission, obeying all requirements of the Code of Virginia.
- (12) Keep a complete record of the commission’s proceedings;
- (13) Supervise the commission’s fiscal affairs and responsibilities, under rules and regulations as prescribed by the town council;
- (14) Prepare and submit an annual budget in the manner prescribed by the town council; and Perform the duties provided in Code of Virginia Section 15.2-2221

Sec. 2-248. Expenditures; gifts and donations.

The commission may expend, under regular town procedure as provided by law, sums appropriated to it for its purposes and activities. The town may accept gifts and donations for commission purposes. Any moneys so accepted shall be deposited with the Town Treasurer in a special non-reverting local commission fund to be available for expenditure by the commission for the purpose designated by the donor. The town treasurer may issue warrants against such special fund only upon vouchers signed by the mayor, town clerk, and the chairman of the commission. The expenditures of the commission, exclusive of gifts or grants, shall be within the amounts appropriated for such purpose by the town council.

Sec. 2-249. Amendments

The planning commission may consider bylaw amendments at any regular meeting, after at least 15 days’ notice. The planning commission may then recommend such amendments. Once approved by the commission, all amendments shall be forwarded to the town council for its approval. The amendments to the bylaws shall be effective upon approval by the town council.

Sec. 2-250. New Member Onboarding

New members of the commission will be provided a copy of the commission By-Laws, Town Comprehensive Plan, and the latest edition of the book *Zoning 101: A Practical Introduction*: by Carl Stephani and Marilyn Stephani, or such other book as the Zoning Administrator may determine to be the best introduction, to become familiarized with the role of the commission, zoning terminology, and Town priorities.

Secs. 2-251—2-270. Reserved.

DIVISION 4. ARCHITECTURAL REVIEW BOARD

Sec. 2-405. Procedure for meetings.

(f) The board shall meet in regular session on the fourth 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.

2. That this ordinance is effective upon passage.

**Date: May 2, 2018
Regular Meeting
Ord. No. O-2018-01**

MOTION:

SECOND:

RE:

ACTION:

VOTES:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY

Christopher Coon, Town Clerk

ORDINANCE # O-2018-01

**AN ORDINANCE TO UPDATE CHAPTER 2 OF THE TOWN CODE, ARTICLE IV
BOARDS AND COMMISSIONS, TO COMPREHENSIVELY UPDATE DIVISION 2,
PLANNING COMMISSION, AND AMEND DIVISION 4, ARCHITECTURAL REVIEW
BOARD TO CHANGE THE MEETING DATE**

WHEREAS, Town Council of the Town of Occoquan (hereinafter “Town Council”) wishes to amend Chapters 2, Article IV, Division 2 and Division 4 of the Town of Occoquan Code of Ordinances regarding the membership, official capacity, compensation, powers, duties and authority of the Planning Commission and the Architectural Review Board of the Town of Occoquan, Virginia; and

WHEREAS, pursuant to Code of Virginia §§ 15.2-2210, 15.2-2212 and 15.2-2306, the Town Council wishes to amend and update Chapter 2, Article IV, Division 2 and Division 4 of the Town of Occoquan Code of Ordinances in order to comply with the Code of Virginia; and

NOW, THEREFORE,

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this 2nd day of May 2018;

1. That the Town Council hereby amends Chapter 2 of the Town Code, consisting of §2-241 through 2-251, and § 2-405 as follows:

ADMINISTRATION*

Article IV. Boards and Commissions

Division 2. Planning Commission

- Sec. 2-241. ~~Establishment~~[Definitions.](#)
- Sec. 2-242. ~~Purpose~~[Establishment.](#)
- Sec. 2-243. Qualifications, appointment, removal, terms, compensation of members.
- Sec. 2-244. Meetings.
- ~~Sec. 2-245. Quorum; majority vote.~~
- Sec. 2-245~~6~~. Facilities for holding of meetings and preservation of documents.
- Sec. 2-246~~7~~. [Roles and Responsibilities](#)~~Officers.~~
- Sec. 2-247~~8~~. Duties.
- Sec. 2-248~~9~~. Expenditures; gifts and donations.
- [Sec. 2-249. Amendments](#)
- [Sec. 2-250. New Member Onboarding](#)
- Secs. 2-251~~0~~—2-270. Reserved.

Division 4. Architectural Review Board

- Sec. 2-401. Establishment.
- Sec. 2-402. Membership.
- Sec. 2-403. Term of office; removal; vacancies.
- Sec. 2-404. Officers.
- Sec. 2-405. Procedure for meetings.

Sec. 2-406. Duties.

ARTICLE IV. BOARDS AND COMMISSIONS

DIVISION 2. PLANNING COMMISSION

Sec. 2-241. Establishment~~Definitions~~.

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

~~Commission means the town planning commission.~~

~~Cross reference(s) Definitions generally, § 1-2.~~

The planning commission for the Town of Occoquan (the “commission”) is created pursuant to authority contained in the Code of Virginia, and is governed by the Code of Virginia and Occoquan Town Code.

Sec. 2-242. Purpose~~Establishment~~.

~~The planning commission created pursuant to authority contained in the Code of Virginia shall continue in force under the provisions of this division.~~

~~(Code 1981, § 2-38.1)~~

The general purpose of the commission shall be to guide and promote the efficient, coordinated development of the town in a manner which will best promote the health, safety, and general welfare of its people; preserve and protect the town and its natural resources; to address the goals and recommendations of the Comprehensive Plan; and to serve in an advisory capacity to the town council.

Sec. 2-243. Qualifications, appointment, removal, terms, training, compensation of members.

~~The commission shall consist of not less than five nor more than 15 members, appointed by the council, all of whom shall be residents of the town, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least half the members so appointed shall be owners of real property. They must have certification within one year. The town council may waive the certification requirement. The town may require each member of the commission to take an oath of office. One member of the commission may be a member of the town council and one member may be a member of the administrative branch of government of the town, the term of each of these two members shall be coextensive with the term of office to which he has been elected or appointed unless the council, at the first regular meeting each year, appoints others to serve as their representatives. The remaining members of the commission shall serve for staggered terms of four years each. Vacancies shall be filled by appointment within 60 days for the unexpired term only. Members may be removed for malfeasance in office. The council may provide~~

~~for:~~

~~-~~

~~—(1) Reimbursement of actual expenses incurred by members of the commission;~~

~~-~~

~~—(2) Compensation to such members, or any of them, for their services; or~~

~~-~~

~~—(3) Both.~~

~~-~~

~~(Code 1981, § 2-38.2; Ord. of 5-13-1997, ch. 2, § 38.2; Ord. O 2002-2, § 2-243)~~

- (a) Membership Requirements. Qualifications for membership shall be set by state law, membership of the commission shall consist of not less than five nor more than 15 members appointed by town council. Members of the commission shall be residents of the town, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least half the members so appointed shall be owners of real property. One member of the commission may be a member of the town council and one member may be a member of the administrative branch of government of the town, the term of each of these two members shall be coextensive with the term of office to which they have been elected or appointed unless the council, at the first regular meeting each year, appoints others to server as their representatives.
- (b) Terms. Terms for members are set by state law. Each member shall be appointed to hold office for four (4) year term. Vacancies shall be filled by the town council for the unexpired term within 60 days.
- (c) Certified Planning Commissioners' Training. The planning commission recognizes that all members should understand their roles and responsibilities as defined by the Code of Virginia. All newly appointed members to the planning commission are expected to complete a Certified Planning Commissioners Program and become certified within 24 months of appointment. The town council may waive this training requirement.
- (d) Absences. In accordance with the Code of Virginia, more than four (4) consecutive or absences at twenty-five (25%) percent of all meetings in any one (1) fiscal year shall be considered nonperformance of duty and cause of removal from the commission.
- (e) Removal. Members of the commission may be removed by the town council for nonperformance of duty, misconduct in office, or upon failure to declare a conflict of interest upon vote by the majority, after written charges have been prepared and a hearing conducted.
- (f) Resignation. A member may resign from the commission by sending a written notice of resignation to the town council or commission chairperson.
- (g) Compensation. The council may provide compensation to commission members for:
 - (1) Reimbursement of actual expenses incurred by members of the commission;
 - (2) Compensation to such members, or any of them, for their services; or
 - (3) Both

Sec. 2-244. Meetings.

~~The commission shall fix the time for holding regular meetings, but it shall meet at least every two-months. Special meetings of the commission may be called by the chairman or by two members upon~~

~~written request to the secretary. The secretary shall mail to all members, at least five days in advance of a special meeting, a written notice fixing the time and place of the meeting and the purpose of the meeting. Written notice of a special meeting is not required if the time of the special meeting has been fixed at a regular meeting, or if all members are present at the special meeting or file a written waiver of notice. 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.~~

~~-(Code 1981, § 2-38.3; Ord. O-2204-12, § 2-244)-~~

- (a) Regular Meetings. Regular meetings of the commission shall be held monthly in the town hall on the fourth Tuesday of each month. The dates and times shall be posted at the town hall and a notice should be published in accordance with the Code of Virginia. Any changes in the date or time of the regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the commission shall select suitable alternate dates in the same month, in accordance with the Code of Virginia.
- (b) Meeting Notices. All meetings shall be posted at the town hall according to the Code of Virginia. The notice shall include the date, time and place of the meeting.
- (c) Special Meetings. Special meetings of the commission may be called by the chairperson or by two members upon written request to the chairperson. The business which the commission may perform shall be conducted at a public meeting of the commission held in compliance with the Code of Virginia. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Code of Virginia. In accordance with the Virginia Code §15.2-2214, the staff liaison shall notify all commissioners, in writing, at least five days in advance of a special meeting, of the time and place of the meeting and the purpose thereof. Written notice of a special meeting is not required if the time of the special meeting has been fixed at a regular meeting, or if all members are present at the special meeting or file a written waiver of notice.
- (d) Open Meetings. In accordance with the Virginia Freedom of Information Act, all meetings of the commission shall be open to the public and held in a place accessible to the general public. All deliberations and decisions of the commission shall be made at a meeting open to the public. A person shall be permitted to address a hearing of the commission in accordance with the meeting's written agenda. A person shall not be excluded from a meeting of the commission except in accordance with the law.
- (e) Public Record. All meetings, minutes, records, documents, correspondence, and other materials of the commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.
- (f) Quorum. In order for the commission to conduct business or take any official action, a quorum consisting of the majority of the voting members of the commission shall be present. When a quorum is not present, members of the commission may discuss matters of interest, but can take no action until a quorum of the commission is established. All public hearings without a quorum shall be rescheduled for the next regular or special meeting, and notice thereof shall be provided in accordance with the Code of Virginia. The commission, by resolution adopted at a regular meeting, may also fix the day or days to which any meeting shall be continued if the Chairperson, or Vice Chairperson if the Chairperson is unable to act,

finds and declares that weather or other conditions are such that it is hazardous for member to attend the meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised for such meeting shall be conducted at the continued meeting and no further advertisement is required. The commission shall cause a copy of such resolution to be inserted in a newspaper having general circulation in the locality at least seven days prior to the first meeting held pursuant to the adopted schedule.

- (g) Voting. By law, no action of the local planning commission shall be valid unless authorized by a majority vote of those present and voting in the presence of a quorum. Voting shall ordinarily be voice vote; provided, however, that a roll call vote shall be required if requested by any commission member or directed by the chairperson. Any member abstaining from a vote shall not participate in the discussion of that item.
- (h) Agenda. A written agenda for all regular meetings shall be prepared as follows:
- (1) Call to Order
 - (2) Roll Call
 - (3) Approval of Agenda
 - (4) Approval of Minutes
 - (5) Public Comments and Communications Concerning Items Not on the Agenda
 - (6) Scheduled Public Hearings
 - (7) Unfinished Business
 - (8) New Business
 - (9) Administrative Items
 - (10) Adjournment

Any commissioner may request that an item be placed on the regular meeting agenda for discussion provided such request is made not less than one (1) week prior to the next regular meeting and provided that such request is approved by the chairperson. The commission may, by majority vote or unanimous consent, amend or adjust the order of any agenda at any point during the meeting.

- (i) Rules of Order. Except as otherwise provided by law or these bylaws, meetings of the commission will be governed by the current edition of "Robert's Rules of Order, Newly Revised."
- (j) Public Hearings. Hearings shall be scheduled and due notice given in accordance with the Code of Virginia. Public hearings conducted by the commission shall be run in an orderly and timely fashion. This shall be accomplished by the establishing hearing procedures.

- (1) Open Public Hearing
- (2) Read Chairman's Statement
- (3) Applicant Presentation and Staff Presentation (order shall be determined by the Commission at the meeting)
- (4) Public Testimony/Comments
- (5) Applicant Rebuttal
- (6) Planning Commission Questions
- (7) Close Public Hearing
- (8) Planning Commission Discussion
- (9) Planning Commission Action
- (10) Advise Public of Next Step in the Process

(k) Notice of Decision. A written notice containing the decision of the commission will be sent.

~~Sec. 2-245. Quorum; majority vote.~~

~~A majority of the members of the commission shall constitute a quorum, and no action of the commission shall be valid unless authorized by a majority vote of those present and voting.~~

~~(Code 1981, § 2-38.4)~~

Sec. 2-2456. Facilities for holding of meetings and preservation of documents.

The town council shall provide the commission with facilities for the holding of meetings and the preservation of plans, maps, documents and accounts.

(Code 1981, § 2-38.5)

Sec. 2-2467. Roles and Responsibilities.Officers

~~The commission shall elect from the appointed members a chairman, vice chairman and secretary, whose terms shall be for one year. The commission may create and fill such other offices as it deems necessary with approval of the town council. The planning commission may contract with consultants for such services as it requires with the approval of the town council.~~

~~(Code 1981, § 2-38.6)~~

(a) Members. All members of the commission shall:

- (1) Regularly attend all scheduled meetings as well as special or called meetings.
- (2) Prepare for each meeting by familiarizing themselves with the meeting agenda beforehand.

- (3) Follow the rules of procedures and contribute to meetings in a constructive manner.
 - (4) Uphold the prestige of the office by conducting themselves in a respectful and ethical manner.
 - (5) Always seek to ascertain the public interest and how to further the interests of the community as a whole.
- (b) Officers. The officers of the commission are appointed members of the commission and shall consist of a chairperson, vice-chairperson, and secretary.
- (c) Duties of the Chairperson. The chairperson shall preside at all meetings, appoint committees, and perform such duties as may be delegated by the commission or town council. The commission chairperson shall have the right to appoint new committee members at any time to fill a vacancy.
- (d) Duties of the Vice-Chairperson. The vice-chairperson shall act in the capacity of the chairperson in his/her absence. In the absence of both the chairperson and the vice-chairperson, the commission shall elect one of its members as president pro tem to preside at the meeting.
- (e) Duties of the Secretary. The secretary shall serve as the liaison between the commission and the Town Clerk who is responsible for the execution of documents in the name of the commission, performing the duties hereinafter listed below, and performing such other duties as the commission may determine.
 - (1) Minutes. Commission minutes shall be prepared by the secretary of the commission. The minutes shall contain a brief synopsis of the meeting, complete statement of the conditions or recommendations made on may action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the Town Clerk. The Town Clerk shall be responsible for a permanent record of the minutes of each meeting and shall have them preserved in suitable permanent records.
 - (2) Correspondence. The Town Clerk shall be responsible for the issuance of formal written correspondence with other groups or persons, as directed by the commission. All communications, petitions, reports, or other written materials received by the Town Clerk shall be brought to the attention of the commission.
 - ~~(2)~~(3) Attendance. The Secretary shall be responsible for maintaining an attendance record for each commission member and report those records annually to the commission for inclusion in the Annual Report to the town council.
 - (4) Notices/Agendas. The Town Clerk shall issue such notices and prepare the agendas for all meetings, as may be required by the commission.
- (f) Duties of the Town Council Representative. The town council representative to the commission shall report the actions of the town council to the commission and update the commission on actions by the town council that relate to the functions and duties of the commission
- (g) Duties of the Architectural Review Board Representative. The Architectural Review Board (ARB) representative to the commission shall report the actions of the ARB to the commission and update the commission on actions by the ARB that relate to the functions

and duties of the commission.

(h) Elections.

- (1) At the January meeting, the commission shall select from its membership a chairperson, vice-chairperson, and secretary who shall serve for a twelve-month period and who shall be eligible for re-election.
- (2) A candidate receiving a majority vote shall be declared elected.
- (3) Newly elected officers will assume their office immediately after the election.

(i) Terms. All officers shall serve a term of one (1) year, or until their successors are selected and assume office. Officers may be re-elected

(j) Vacancies. Vacancies in offices shall be filled immediately by regular election procedure with the term expiring in accordance with (1) above.

Sec. 2-2478. Duties.

The commission shall perform the following duties:

- (1) Draft, conduct hearings, and recommend a Zoning Ordinance, and subsequent amendments thereto, to the town council.
- (2) Assist the town council in the adoption of a Comprehensive Plan as provided title 15.2, Article 3 of the Code of Virginia, which, with accompanying maps, plats, charts and descriptive matter, shall show the commission's recommendations for the development of the territory covered by the plan. In the preparation of such plan, the commission shall make careful and comprehensive surveys and studies of existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the town and its environs that will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, comfort, prosperity and general welfare of the inhabitants, as well as efficiency and economy in the process of development. The plan shall be reviewed regularly, and necessary updates made as required.
- (3) Promote public interest in and an understanding of the Comprehensive Plan, and to that end may publish and distribute copies of the plan or of any report and may employ such other means of publicity as it may determine, within its budget.
- (4) Make recommendations and prepare an Annual Report to the town council in November concerning the operation of the commission and the status of planning within its jurisdiction. A draft version of the document will be prepared for the October meeting, with a possible work session following that same month to finalize the document in time for a joint meeting with the town council in November to discuss and inform the Council's November work session meeting later that month.
- (5) Review and take action or recommend appropriate actions to the town council on site plans, and special land use permits.
- (6) Review and take action on subdivisions proposals.

- (7) Review and comment to the town council on all proposed zoning changes.
- (8) Prepare, publish, and distribute special studies and plans, as deemed necessary by the commission or town council and for which appropriations of funds have been approved by the town council, as needed.
- (9) Attend training sessions, conferences, or meetings as needed to properly fulfill the duties of a member of the commission (hereinafter "commissioner"), and for which appropriations of funds have been approved by the town council, as needed.
- (10) Perform other duties and responsibilities as may be requested by the town council.
- (11) Conduct such site visits as deemed necessary to evaluate the application and supporting material. Site visits shall be conducted individually unless otherwise scheduled by the commission, obeying all requirements of the Code of Virginia.
- (12) Keep a complete record of the commission's proceedings;
- (13) Supervise the commission's fiscal affairs and responsibilities, under rules and regulations as prescribed by the town council;
- (14) Prepare and submit an annual budget in the manner prescribed by the town council; and Perform the duties provided in Code of Virginia Section 15.2-2221

~~—The commission shall:~~

- ~~-~~
- ~~—(1) Exercise general supervision of and make regulations for the administration of its affairs;~~
- ~~-~~
- ~~—(2) Prescribe rules pertaining to its investigations and hearings;~~
- ~~-~~
- ~~—(3) Supervise its fiscal affairs and responsibilities, under rules and regulations as prescribed by the town council;~~
- ~~-~~
- ~~—(4) Keep a complete record of its proceedings and be responsible for the custody and preservation of its papers and documents;~~
- ~~-~~
- ~~—(5) Make recommendations and an annual report to the town council concerning the operation~~
~~— of the commission and the status of planning within its jurisdiction;~~
- ~~-~~
- ~~—(6) Prepare, publish and distribute reports, ordinances and other material relating to its activities;~~
- ~~-~~
- ~~—(7) Prepare and submit an annual budget in the manner prescribed by the town council;~~
- ~~-~~
- ~~—(8) If deemed advisable, establish an advisory committee;~~
- ~~-~~
- ~~—(9) Make, and recommend to the council for adoption, a comprehensive plan, which, with accompanying maps, plats, charts and descriptive matter, shall show the~~

~~commission's recommendations for the development of the territory covered by the plan. In the preparation of such plan, the commission shall make careful and comprehensive surveys and studies of existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the town and its environs that will, in accordance with present and probable future needs and resources, best promote health, safety, morals, order,~~

~~CD2:19 § 2 248 OCCOQUAN CODE~~

~~convenience, comfort, prosperity and general welfare of the inhabitants, as well as efficiency and economy in the process of development;~~

~~(10) Promote public interest in and an understanding of the comprehensive plan, and to that end may publish and distribute copies of the plan or of any report and may employ such other means of publicity and education as it may determine;~~

~~(11) Authorize members of the commission to attend planning conferences or meetings of planning institutes or to attend hearings upon pending planning legislation or to visit other communities, and the commission may request that the town treasurer pay the reasonable traveling expenses incident to such attendance or visit from funds appropriated for such use;~~

~~(12) Review and comment to the town council on proposed development documents as required by town ordinances;~~

~~(13) Review and comment to the town council on all proposed zoning changes;~~

~~(14) Review all proposed amendments to the town ordinances relating to the building and development process and make recommendations to the town council;~~

~~(15) Conduct such studies as requested by the town council;~~

~~(16) Perform special duties as prescribed by the town council; and~~

~~(17) Make an annual report in July to the town council concerning commission activities.~~

~~(Code 1981, § 2 38.7)~~

Sec. 2-2489. Expenditures; gifts and donations.

~~The commission may expend, under regular town procedure as provided by law, sums appropriated to it for its purposes and activities. The town may accept gifts and donations for commission purposes. Any moneys so accepted shall be deposited with the appropriate governing body in a special nonreverting local commission fund to be available for expenditure by the commission for the purpose designated by the donor. The town treasurer may issue warrants against such special fund only upon vouchers signed by the mayor, town clerk and the chairman and the secretary of the commission.~~

~~(Code 1981, § 2-38.8)~~

The commission may expend, under regular town procedure as provided by law, sums appropriated to it for its purposes and activities. The town may accept gifts and donations for commission purposes. Any moneys so accepted shall be deposited with the Town Treasurer in a special non-reverting local commission fund to be available for expenditure by the commission for the purpose designated by the donor. The town treasurer may issue warrants against such special fund only upon vouchers signed by the mayor, town clerk, and the chairman of the commission. The expenditures of the commission, exclusive of gifts or grants, shall be within the amounts appropriated for such purpose by the town council.

Sec. 2-249. Amendments

The planning commission may consider bylaw amendments at any regular meeting, after at least 15 days' notice. The planning commission may then recommend such amendments. Once approved by the commission, all amendments shall be forwarded to the town council for its approval. The amendments to the bylaws shall be effective upon approval by the town council.

Sec. 2-250. New Member Onboarding

New members of the commission will be provided a copy of the commission By-Laws, Town Comprehensive Plan, and the latest edition of the book *Zoning 101: A Practical Introduction: Third Edition* by Carl Stephani and Marilyn Stephani, or such other book as the Zoning Administrator may determine to be the best introduction, to become familiarized with the role of the commission, zoning terminology, and Town priorities.

Secs. 2-251—2-270. Reserved.

DIVISION 4. ARCHITECTURAL REVIEW BOARD

Sec. 2-405. Procedure for meetings.

(f) The board shall meet in regular session on the ~~fourth~~ ~~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.

2. That this ordinance is effective upon passage.

**Date: May 2, 2018
Regular Meeting
Ord. No. O-2018-01**

MOTION:

SECOND:

RE:

ACTION:

VOTES:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY

Christopher Coon, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 D: Request to Accept Planning Commission 2017 Annual Report	

Explanation and Summary:

The Occoquan Town Code, Chapter 2, Section 2-248, requires the Planning Commission to develop a report regarding its activities and present to the Town Council annually. The Planning Commission has developed such a report and provided a draft during the Town Council's April regular meeting. The report includes information on the Zoning and Subdivision Ordinance update and the Comprehensive Plan Action Item tracking. The report also includes Comprehensive Plan Action Item priorities for the Planning Commission for 2018.

Town Attorney's Recommendation: Recommend acceptance.

Town Manager's Recommendation: Recommend acceptance.

Cost and Financing: N/A
Account Number: N/A

Proposed/Suggested Motion:

"I move to accept the Planning Commission 2017 Annual Report."

OR

Other action Council deems appropriate.

Attachments: (1) Planning Commission 2017 Annual Report



TOWN OF OCCOQUAN

Planning Commission

Annual Report 2017

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Meet the Planning Commission

The Planning Commission is a board of town residents appointed by the Town Council to advise the Council in all planning and land use matters; to review and make recommendations regarding the Comprehensive Plan, subdivision and zoning ordinances, and other land use regulations; and to conduct public hearings related to planning matters in the town. Sections 2-241 through 2-249 of the Town Code address the activities of the Planning Commission.

Eliot Perkins	Chairman	Appointment: 5/2/2017 - 4/10/2018
Ann Kisling	Vice-Chairman	Appointment: 5/4/2016 - 5/3/2020
Ryan Somma	Secretary	Appointment: 5/2/2017 - 2/2/2019
Dan Braswell		Appointment: 7/7/2015- 3/31/2018
Joe McGuire		Appointment: 7/1/2014- 6/30/2018
Heather Ozuna		Appointment: 5/4/2016 - 5/3/2020

Meeting Dates and Time

The Occoquan Planning Commission meets at 7:00 p.m. on the second Tuesday of each month at the Occoquan Town Hall when it has business to conduct. Notices of meetings are posed in advance at the Occoquan Town Hall and the Occoquan Post Office. To reach the Planning commission, contact the Town Clerk by telephone at (703 491-1918, or at info@occoquanva.gov.



TOWN OF OCCOQUAN Planning Commission Annual Report 2017

Zoning and Subdivision Ordinance Update

The Town recently completed its 2016-2026 Comprehensive Plan. The plan included discussions on updating the zoning and subdivision ordinances of the Town Code to ensure appropriate land use within the town, specifically within the business district. Zoning within the Town of Occoquan is discussed throughout the document, but is specifically part of the overall vision for 2026. In addition, Action Items number 44, 45, 46, 51, 52, 53, and 54 are all related to the town's zoning and subdivision ordinances. Since the initial adoption of the Zoning Map in 1981, no significant changes have been made to zoning within the town.

The amendments to the Zoning Ordinance consisted of major changes to the previous Zoning Ordinance. The modification that were made have been broken down into different Articles of the document.

Article I modifications include:

- Adding a statement indicating the location of the Zoning Map and modifications to the definitions.
- Definitions modifications include:
 - o Updating definition of Alley to be consistent with other portions of the Town Code
 - o Adding definition of Bed and Breakfast
 - o Modifying the definition of Hotel to separate uses
 - o Adding definition of a Food Truck
 - o Adding definition of Homestay
 - o Modifying definition of Person to be consistent with other portions of the Town Code
 - o Modifying definition of Sign to reference Article VIII
 - o Modifying definition of Street to be consistent with other portions of the Town Code
 - o Modifying definition of church and places of assembly
- Removing application portion of the Home Occupation Certificate section. Standards for Home Occupation remain.
- Updated Extension for Zoning Approvals section to reference the Code of Virginia.

Article II modifications include:

- R-1:
 - o Dividing uses by those permitted by-right and those permitted by Special Exception



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- o Removing Home Business Occupation standards and referencing Section 66-10
- o Adding Homestay and Temporary Seasonal Display as accessory uses
- o Adding Bed & Breakfast to uses permitted by Special Exception
- o Remove sign regulations to reference Article VIII
- R-2:
 - o Dividing uses by those permitted by-right and those permitted by Special Exception
 - o Removing Home Business Occupation standards and referencing Section 66-10
 - o Adding Homestay and Temporary Seasonal Display as accessory uses
 - o Adding Bed & Breakfast to uses permitted by Special Exception
 - o Remove sign regulations to reference Article VIII
- R-3:
 - o Dividing uses by those permitted by-right and those permitted by Special Exception
 - o Removing Home Business Occupation standards and referencing Section 66-10
 - o Adding Homestay and Temporary Seasonal Display as accessory uses
 - o Adding Bed & Breakfast to uses permitted by Special Exception
 - o Remove sign regulations to reference Article VIII
- R-4:
 - o Dividing uses by those permitted by-right and those permitted by Special Exception
 - o Removing Home Business Occupation standards and referencing Section 66-10
 - o Adding Temporary Seasonal Display as an accessory use
 - o Adding Garden and high-rise apartment projects to uses permitted by Special Exception
 - o Remove sign regulations to reference Article VIII
- B-1:
 - o Dividing uses by those permitted by-right and those permitted by Special Exception
 - o Certain uses that are inconsistent with the intent of the B-1 district moved from being permitted by-right to being permitted with by special exception permit – including residential uses with conditions
 - o Adding Festivals, Town Sponsored as a use permitted by-right
 - o Adding Temporary Seasonal Display as an accessory use
 - o Adding Bed & Breakfast to uses permitted by-right
 - o Remove sign regulations to reference Article VIII



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Article III-VII modifications include:

- Formatting
- Updating code references
- Updating figures

The amendments to the Subdivision Ordinance consisted of major changes to the previous Subdivision Ordinance. The modifications made throughout were made in order to be consistent in the document as a whole. To be consistent with the Zoning Ordinance, Articles were used in the document.

Article I modifications include:

- Formatting
- Updating definitions to be consistent with other sections of the Town Code and Code of Virginia
- Removing Plan Sketch and Used from definitions

Article II modifications include:

- Formatting

Article III modifications include:

- Formatting
- Updating references of Town Council to be Planning Commission

Article IV modifications include:

- Formatting

Article V modifications include:

- Formatting
- Removing elements that are not used in the Subdivision process

Article VI modifications include:

- Formatting
- Including note that preliminary plat process pertains to those subdivisions with more than 51 lots
- Removing elements that are not used in the Subdivision process



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- Updating final plat process to more accurately reflect what is required
- Updating the extension of the subdivision plat approval to address the housing crisis to mirror the Zoning Ordinance and reference the Code of Virginia

Comprehensive Plan Action Item Tracking

Since the adoption of the Comprehensive Plan the Town Council, Boards and Commissions, and Staff have addressed several of the Action Items illustrated within the Comprehensive Plan.

Status:	Action Item #'s
Started:	2, 9, 10, 11, 13, 19, 25, 39, 42
Completed:	1, 3, 8

For the Annual Report the Planning Commission discussed what Action Items would be a priority for 2018.

Priority:	Action Item #'s
Primary:	20, 21, 37, 38, 40, 55, 58
Secondary:	12, 19, 42, 57



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: May 2, 2018

8 E: Request to Approve FY 2019 Refuse and Recycling Collection Contract

Explanation and Summary:

In 2017, the Town issued RFP 2017-01 to seek proposals for refuse and recycling collection services within the Town of Occoquan and awarded the contract to Bates Trucking, Inc. The contract was for a one-year term, with the option of up to three (3) one (1) year renewals. The contractor has been operating to the town's satisfaction, meeting the requirements of the contract, and have been responsive to the Town's needs and requests. This is a request to renew the contract of FY 2019 with no changes to the pricing or services included in the contract. This renewal will be effective from July 1, 2018 through June 30, 2019.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$49,800

Account Number: 62010 - Public Works - Contracts - Refuse Collection

Proposed/Suggested Motion:

"I move to approve the FY 2019 Extension to the Town's contract with Bates Trucking and Trash Company, Inc. for weekly refuse, recycling, bulk and yard waste collection within the Town of Occoquan for an annual cost of \$49,800."

OR

Other action Council deems appropriate.

Attachments: (1) RFP 2017-01 - Refuse Collection

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

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

SOLICITATION TITLE: **Trash, Recycling, Bulk and Yard Waste Collection (FY2018)**

SOLICITATION NUMBER: **RFP 2017-01**

I. DEFINITIONS

A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town's standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. "Contract Administrator" means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kirstyn Jovanovich, Town Manager**, but the Town Council may designate a new Contract Administrator by notice to the Contractor.
2. "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is ELVIA ARROYO, but the Contractor may designate a new Contractor's Representative by notice to the Town.
3. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
4. "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
5. "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
6. "Town" means the Town of Occoquan, Virginia, the Town Council, or the Council's designee assigned responsibility for this Contract, as permitted by the context.

7. “Using Department” for purposes of this Contract shall mean **Town of Occoquan**.

II. FORMATION

A. Conditions Precedent to Formation:

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

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

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.

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

C. Authority to Execute

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

D. Incorporation of Documents

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

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

E. Effective Date

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

III. PERFORMANCE

A. Scope of Work

1. Services Provided by Contractor

- (a) Collect and properly dispose of all trash and garbage (as both are hereinafter defined) from all residences and businesses not served by dumpsters within the Town of Occoquan.

For the purposes of this Agreement, trash and garbage shall include, but not be limited to, the following items (all hereafter to be known as “Household Trash”):

- i. Garbage of all kinds
- ii. Cans, bottles and paper cartons, which are not part of the Town’s Recycling Program.
- iii. Newspapers and magazines that are not part of the Town’s Recycling Program.

- (b) Collect and properly dispose of all bulk trash (as hereafter defined) from all residences and businesses not served by dumpsters within the Town of Occoquan; provided, however, that each residence shall be limited to three (3) items of bulk trash per collection.

For the purposes of this Agreement, bulk trash shall include, but not be limited to the following items (all hereinafter to be known as Bulk Trash):

- i. Discarded furniture disassembled to a reasonable size.
- ii. Appliances, including washers, dryers, stoves, refrigerators, and other household items. Appliances which have CFC refrigerants and PCB type capacitors and similar items shall be disposed of according to all state, federal, county and local government requirements. Contractor recognizes that CFC refrigerants and PCB type capacitors and similar items require special handling and agrees to provide and be totally responsible for same.

- (c) Collect and deliver to an appropriate recycling entity all recyclables from all residences and businesses not served by dumpsters within the Town of Occoquan.

For the purposes of this Agreement, recyclables shall include, but not be limited to newspapers, magazines, and bottles. As other Recyclables are identified by the Contractor, Contractor shall inform each residence within the Town of Occoquan of such items. Occoquan agrees to use its Town Newsletter, website and e-newsletter as are then presently operating to notify its residents of the identification of such items as Recyclables.

- (d) Collect all yard waste from all residences and businesses not served by dumpsters within the Town of Occoquan. For the purpose of this Agreement, 'Yard Waste' shall include but not be limited to the following items (all hereafter to be known as 'Yard Waste'):
 - i. Tree trimmings in bundles no larger than four (4) feet in length.
 - ii. Leaves and other yard waste secured in bags weighing no more than 50 pounds.
- (e) Trash and Recycle Containers – The Contractor agrees to provide, repair and maintain containers for trash and garbage and recycling as follows. The Contractor shall repair or replace all existing 96 gallon trash containers and recycling containers that are damaged, lost or in need of repair. The Contractor shall provide new 64 gallon recycling containers for use in existing businesses and single family homes and 18 gallon recycling bins for all other residences, including town homes and mixed use residences. Upon request by the Town, the Contractor shall provide additional trash containers and recycling containers as described above as needed during the term of this Agreement for new residences or to replace trash containers and recycling containers that are lost, destroyed or need to be replaced, which will be delivered to the property by the Contractor on the next regular collection day. Contractor will provide repair and/or maintenance for normal wear and tear that occurs to containers, including, but not limited to, broken wheels or lids throughout the term of this Agreement. All such trash and garbage and recycling containers and all replacements, maintenance and repairs shall be provided by Contractor at no cost to the Town or any residence or business.
- (f) Except as provided elsewhere in this Agreement, neither Household Trash, Bulk Trash nor Recyclables shall include, and Contractor shall not be required to collect, automobile parts, corrosive items, oil or other heavy liquids, tree stumps, sod, dirt, building or plumbing materials and ashes.
- (g) The Contractor will be responsible for providing and servicing one six yard container to the municipal building which will be picked up and serviced once a week.
- (h) The Contractor will be responsible for providing and servicing eight (8) eight yard containers to the Town of Occoquan for its semi-annual Arts and Crafts Show during the first weekend in June and last weekend in September each year. Containers will be delivered on the Thursday before the show (Saturday and Sunday) and picked up on the following Monday. This is performed twice per year.
- (i) The Contractor will provide an additional weekly collection service on all public refuse containers within the Town's Historic District and parks on Fridays from May 1 through October 31.

- (j) All other services and requirements set forth in RFP2017-01, Trash, Recycling, Bulk and Yard Waste Collection.

2. Schedule of Services.

The Contractor shall render services on the following days and times:

- (a) Household Trash shall be collected on Wednesday of each week after 7:00 a.m. and before 5:30 p.m.
- (b) Bulk Trash shall be collected on Wednesday of each week after 7:00 a.m. and before 5:30 p.m.
- (c) Yard Waste shall be collected on Wednesday of each week after 7:00 a.m. and before 5:30 p.m.
- (d) Recycling materials shall be collected on Wednesday of each week after 7:00 a.m. and before 5:30 p.m.
- (e) Public refuse containers shall be collected on Friday of each week, May 1 through October 31, after 7:00 a.m. and before 5:30 p.m. (This is an additional service in addition to regular collection of the public refuse containers on Wednesdays.)
- (f) Back door service will be provided for Occoquan elderly and persons with disabilities who live alone and are unable to handle moving their carts to the street. Occoquan must provide Contractor with a list of backdoor service residents, certifying that they live alone and are over 65 years old or disabled.
- (g) The Contractor will make every effort to complete collection services within the Town by 11:00 a.m.

3. Services Not Rendered:

- (a) On Christmas, New Year's Day, Memorial Day, Fourth of July, Labor Day, or Thanksgiving. Services will resume on the next regularly scheduled collection day.
- (b) If the streets are rendered impassable by reason of flood, waterline breakage, snow, ice, fire lines, construction or official declaration of emergency. In such event, Contractor shall provide notice to the Town of its inability to perform. Contractor shall thereupon in consultation with the Town reschedule the services. Notice required herein shall be by telephone to the Town Manager. If the Town Manager is unavailable, the Maintenance Supervisor shall be notified.

Bates Trucking Company – FY 2018 Service Contract
RFP 2017-01: Trash, Recycling, Bulk and Yard Waste Collection

- (c) Contractor shall not alter or change the days and/or times of the rendering of its Services without obtaining the Town's prior written consent at least sixty (60) days prior to the date of the requested change.

4. Cost and Fees

- (a) Per household, per month: \$8.85; Household count: 452
- (b) Additional weekly collection service on 45 public refuse containers in Historic District on Fridays, May 1 through October 31: \$300 per month
- (c) Annual cost: \$49,800; Monthly cost: \$4,000 (November – April); \$4,300 (May – October)
- (d) 1 - 6yd FL Trash Container, weekly: No Additional Charge
- (e) 8 – 8yd FL Trash Containers for semi-annual craft shows, June and September: No Additional Charge
- (f) 45 public refuse containers: No Additional Charge (Regular Wednesday Collection)
- (g) The Parties agree that the tipping fees presently charged by the County is \$0.00 per ton. Any increase in tipping fees charged by the County at its landfills during the term or terms hereof is not included in the cost hereof and the parties agree to negotiate the cost of any such increase or benefit from decrease as to who will bear the cost and/or benefit for same. If the parties are unable to agree who will bear the cost of any increase in tipping fees, the Town or the Contractor can terminate the agreement pursuant to Section IV of this agreement.
- (h) In further consideration of the provisions hereof, the Town agrees, upon 90 days advance written notice from the Contractor, to consider adjusting the payments due hereunder to the Contractor effective on the 1st day of July beginning in 2018 and continuing each July 1st thereafter. Any such increase shall be a percentage increase limited to any increase in the Consumer Price Index (CPI) selected by the Town for the Baltimore/Washington Area for the proceeding twelve months as published by the Bureau of Labor Statistics. The parties agree that the base year for such calculations shall be the year beginning July 1, 2017 and ending June 30, 2018. No such adjustment shall be effective unless approved by the Town Council.

B. Notice to Proceed

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

C. Contacts

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

D. Acceptance of Work

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

E. Warranty

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

F. Invoices

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

G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to "Non-appropriation of Funds," the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.

2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
 - (a) Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
 - (b) Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

IV. TERM AND TERMINATION

A. Base Term and Extensions

1. The Term of this Agreement shall be for one (1) year commencing July 1, 2017. The Town shall have three (3) options, each to extend the term for a period of one year. Said option may be exercised at any time prior to expiration of the prior term by written notice from the Town to the Contractor.

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

B. Termination for Default

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

C. Termination for Convenience

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

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

E. Claims Upon Termination

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

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

F. Survival of Certain Provisions After Termination

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

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

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

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

B. Ethics

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

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. Faith-Based Organizations

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

E. Employment of Illegal Aliens

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

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

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

VI. DISPUTES

A. Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in

Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

B. Hold Harmless

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

C. Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.

2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council’s designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council’s designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D. Venue

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

E. Limitations on Actions

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

F. Waiver of Jury Trial

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

VII. MISCELLANEOUS

A. Time of the Essence

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

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not

Bates Trucking Company – FY 2018 Service Contract
RFP 2017-01: Trash, Recycling, Bulk and Yard Waste Collection

have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.

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

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

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

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

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
 - (a) Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such

changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

- (b) Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- (c) The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
- (d) No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

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

E. Assignment of Rights

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

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

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

G. Notices

Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or three days after it is mailed in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Town of Occoquan:

Town of Occoquan
Kirstyn Barr Jovanovich, Town Manager
314 Mill Street
PO Box 195
Occoquan, VA 22125

If to the Contractor:

Bates Trucking Company, Inc.
Bruce A. Bates, President
PO Box 91
Bladenburg, MD 20710

SIGNATURE PAGE FOLLOWS

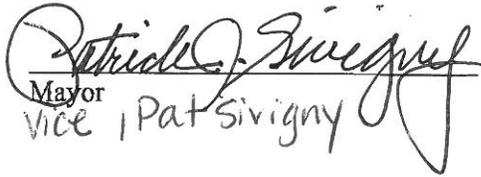
Bates Trucking Company – FY 2018 Service Contract
RFP 2017-01: Trash, Recycling, Bulk and Yard Waste Collection

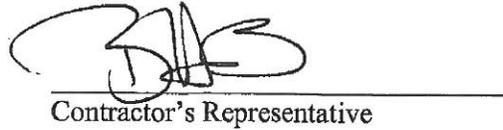
IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by **Elizabeth A.C. Quist**, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN

CONTRACTOR

By:


Mayor
Vice, Pat Sivigny


Contractor's Representative

Bruce Bates president
Print Name and Title

ATTEST:

ATTEST:


Clerk


Its:

7-12-2017
Date

7-12-2017
Date



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: May 2, 2018

8 F: Request to Approve FY 2019 Landscaping Contract

Explanation and Summary:

In 2015, the Town issued RFP 2015-001 to seek proposals for landscaping maintenance within the Town of Occoquan and awarded the contract to Virginia Lawn Service, Inc. for comprehensive landscaping maintenance of town-owned property, including mowing, weeding, mulching, planting, and street tree trimming and maintenance. The contract was for a one year term, with the option of up to three (3) one (1) year renewals. This contract was renewed with amendments in FY 2017 and this is a request to renew the contract for FY 2019, with no changes proposed to the contract with amendments approved in FY 2017. Virginia Lawn Service has performed well over the last three years in providing the required services within the expected time frame, and has been found to be responsive to the Town's needs and requests.

FY 2017 Contract: \$17,375

FY 2018 Contract: \$17,375

FY 2019 Budget: \$18,000

FY 2019 Contract: \$17,375

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$17,375

Account Number: 62040 - Public Works - Contracts - Landscaping

Proposed/Suggested Motion:

"I move to approve the FY 2019 Extension to the Town's contract with Virginia Lawn Service, Inc. for landscaping maintenance services (RFP2015-001) for an annual cost of \$17,375."

OR

Other action Council deems appropriate.

Attachments: (3) FY 2019 Contract Extension
FY 2016 Contract - Landscaping Services
FY 2017 Contract Extension

**TOWN OF OCCOQUAN LANDSCAPING CONTRACT
FY2019 EXTENSION**

The Town of Occoquan and Virginia lawn Service, Inc. entered into a contract for landscaping maintenance services based on Town RFP #2015-001 on June 11, 2015 (“the 2015 Contract”). That contract was for a term of one year, extendable for three additional years upon agreement of both parties. The parties agree to an extension for the contract year July 1, 2018 through June 30, 2019 for the scope of work as in the 2015 Contract plus the items added by amendment during the FY 2017 Extension with Amendment. This is the third and final time this contract is eligible for extension.

Prices are shown below:

Item and Description	Monthly Price	Annual Price
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers Annual weed removal and reseeded of grass; aerate Maintain garden behind town hall, weed, mulch, plant annuals	<u>\$155.00</u>	<u>\$1,860.00</u>
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers Annual weed removal and reseeded of grass; aerate	<u>\$195.00</u>	<u>\$2,340.00</u>
Location #3 Maintenance Facility, 124 Commerce Street Pruning, weeding, flower bed, mulching, mowing, plant annual flowers (25 flowers)	<u>\$86.25</u>	<u>\$1,035.00</u>
Location #4 Cooper’s Alley (Between Madigan’s Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning	<u>\$18.75</u>	<u>\$225.00</u>
Location #5 Storage Building (Near BB&T ATM) Flower bed, mulching, weeding, pruning, plant annual flowers (30 flowers)	<u>\$59.58</u>	<u>\$715.00</u>
Location #6 Visitor’s Center, 200 Mill Street (<i>Billed Separately from Monthly Invoice</i>) Front and side Garden beds, mulching, weeding, pruning, plant annual flowers (25 flowers)	<u>\$85.83</u>	<u>\$1,030.00</u>
Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area along black railing to the footbridge	<u>\$75.00</u>	<u>\$900.00</u>
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers (25 flowers)	<u>\$79.17</u>	<u>\$950.00</u>
Location #9 River Mill Park, 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers (25 flowers) Annual weed removal and reseeded of grass; aerate Remove leaves and debris off of Footbridge	<u>\$217.50</u>	<u>\$2,610.00</u>

Location #10 Washington Street/Mill Street Intersection, Near 202 Mill Street Mow grass in rock area along sidewalk and mow grassy area around ATM parking lot along Mill and Washington Streets	<u>\$20.00</u>	<u>\$240.00</u>
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways Remove litter in right-of-ways	<u>\$112.50</u>	<u>\$1,350.00</u>
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch and mow garden area with sign on corner; mow around cul-de-sac leading to Fairfax Water Entrance (left side of cul-de-sac facing River Mill Park)	<u>\$60.00</u>	<u>\$720.00</u>
Location #13 Commerce Street/Route 123 (Entry Sign) to Washington Street Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street; mow corner of Washington Street and Commerce Street (Ebenezer Baptist Church)	<u>\$100.00</u>	<u>\$1,200.00</u>
Location #14 Public Art Banner (Mill Street) Mulch, weed, and plant annuals along public art banner; cut back trees and overhanging vegetation as needed (25 flowers)	<u>\$28.33</u>	<u>\$340.00</u>
Location #15 Furnace Branch Park (Washington Street) Mulch, weed and plant annuals along fence line; prune trees and cut back vegetation from fence line as needed (25 flowers)	<u>\$35.00</u>	<u>\$420.00</u>
Location #16 Town Parking Lots (Mill Street and Ellicott Street) Mow easements around Town parking lots	<u>\$30.00</u>	<u>\$360.00</u>
Location #17 Private Property (401 Mill Street) (<i>Billed Separately from Monthly Invoice</i>) Mowing	<u>\$30.00</u>	<u>\$360.00</u>
Location # 18 River Road - Dead End Mowing	<u>\$30.00</u>	<u>\$360.00</u>
Location #19 River Mill Park Refresh stone dust trail each spring (annual)	<u>0</u>	<u>0</u>
Location #20 Poplar Alley Weed eat vegetation along Poplar Alley (as needed)	<u>\$30.00</u>	<u>\$360.00</u>
TOTAL ALL LOCATIONS	<u>\$1,447.92</u>	<u>\$17,375.00</u>
BPOL License No. _____		

DATE OF THIS EXTENSION: May 3, 2018

CONTRACTOR:

TOWN OF OCCOQUAN

Virginia Lawn Service, Inc.
Kenton Sovine
1051-A Cannons Court
Woodbridge, VA 22191
(703) 494-4857

Kirstyn Barr Jovanovich
Town Manager

Elizabeth A.C. Quist
Mayor

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

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

SOLICITATION TITLE: Landscaping Maintenance Services

SOLICITATION NUMBER: RFP # 2015-001

I. DEFINITIONS

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

II. FORMATION

A. Conditions Precedent to Formation:

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

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

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town

shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

C. Authority to Execute

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

D. Incorporation of Documents

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

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

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

E. Effective Date

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

III. PERFORMANCE

A. Scope of Work

As set forth in RFP for Landscaping Maintenance Services, RFP # 2015-001, including the following revisions made during the RFP review period:

1. Removal of landscaping services at the Visitor's Center.
2. Addition of landscaping services on public property at the end of River Road.
3. Addition of a full-year of landscaping services at River Mill Park.

B. Notice to Proceed

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

C. Contacts

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

D. Acceptance of Work

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

E. Warranty

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

F. Invoices

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.

2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

G. Payment

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

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

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

7. The Town may offset any payment due to Contractor by any debt shown on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

IV. TERM AND TERMINATION

A. Base Term and Extensions

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

B. Termination for Default

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

C. Termination for Convenience

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.

2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

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

E. Claims Upon Termination

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

- a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
 - b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and
 - The cost of settling and paying any reasonable claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
 - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
 - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

F. Survival of Certain Provisions After Termination

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

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

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

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

B. Ethics

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

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in

the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

D. Faith-Based Organizations

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

E. Employment of Illegal Aliens

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

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

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

VI. DISPUTES

A. Governing Law

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

B. Hold Harmless

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

C. Conditions Precedent to Pursuit of Legal Remedies

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

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

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

D. Venue

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

E. Limitations on Actions

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

F. Waiver of Jury Trial

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

VII. MISCELLANEOUS

A. Time of the Essence

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

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.

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

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

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

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

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of

performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."

- a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
- b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

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

E. Assignment of Rights

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

2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

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

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

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

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

Elizabeth A.C. Quist
Mayor

Kenton E. Souine
Contractor's Representative

KENTON E. SOUINE, PRES
Print Name and Title

ATTEST:

ATTEST:

[Signature]
Clerk

Kirstyn J. [Signature]
Its:

6-18-15
Date

6.11.15
Date

Location #5 Storage Building (Near BB&T ATM) Flower bed, mulching, weeding, pruning, plant annual flowers (30 NOT 50 FLOWERS)	\$59.58	\$715.00
Location #6 Visitor's Center, 200 Mill Street (Billed Separately from Monthly Invoice) (25 NOT 50 FLOWERS) Front and side Garden beds, mulching, weeding, pruning, plant annual flowers	\$85.83	\$1,030.00
Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area along black railing to the footbridge	\$75.00	\$900.00
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers (25 NOT 50 FLOWERS)	\$79.17	\$950.00
Location #9 River Mill Park, 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers (25 FLOWERS NOT 50) Annual weed removal and reseeding of grass; aerate Remove leaves and debris off of Footbridge (NO AERATE, SEED)	\$217.50	\$2,610.00
Location #10 Washington Street/Mill Street Intersection, Near 202 Mill Street Mow grass in rock area along sidewalk and mow grassy area around ATM parking lot along Mill and Washington Streets	\$20.00	\$240.00
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district; aerate annually <u>NO</u> Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways Remove litter in right-of-ways	\$112.50	\$1,350.00
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch and mow garden area with sign on corner; mow around cul-de-sac leading to Fairfax Water Entrance (left side of cul- de-sac facing River Mill Park)	\$60.00	\$720.00
Location #13 Commerce Street/Route 123 (Entry Sign) to Washington Street Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street; mow corner of Washington Street and Commerce Street (Ebenezer Baptist Church)	\$100.00	\$1,200.00
Location #14 Public Art Banner (Mill Street) Mulch, weed, and plant annuals along public art banner; cut back trees and overhanging vegetation as needed (25 NOT 50 FLOWERS)	\$28.33	\$340.00
Location #15 Furnace Branch Park (Washington Street) Mulch, weed and plant annuals along fence line; prune trees and cut back vegetation from fence line as needed (25 NOT 50 FLOWERS)	\$35.00	\$420.00

7/8/16 KES

Location #16 Town Parking Lots (Mill Street and Ellicott Street) Mow easements around Town parking lots	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location #17 Private Property (401 Mill Street) (Billed Separately from Monthly Invoice) Mowing	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location # 18 River Road - Dead End Mowing	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location #19 River Mill Park Refresh stone dust trail each spring (annual)	<u>0</u>	<u>0</u>
Location #20 Poplar Alley Weed eat vegetation along Poplar Alley (as needed)	<u>\$ 30.00</u>	<u>\$ 360.00</u>
TOTAL ALL LOCATIONS	<u>\$ 1,447.92</u>	<u>\$ 17,375.00</u>
BPOL License No. _____		

DATE OF THIS EXTENSION: _____

CONTRACTOR:

TOWN OF OCCOQUAN

Kenton E. Sovine 7/18/16
 Virginia Lawn Service, Inc.
 Kenton Sovine
 1051-A Cannons Court
 Woodbridge, VA 22191
 (703) 494-4857

Kirstyn Jovanovich 7/14/16
 Kirstyn Bart Jovanovich
 Town Manager
Elizabeth A.C. Quist
 Elizabeth A.C. Quist
 Mayor

7/18/16
 KEJ



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 G: Request to Award Contract and Appropriate Capital Funds for Paving of Commerce/Washington Streets Public Parking Lot	

Explanation and Summary:

The approved Fiscal Year (FY) 2018 Capital Improvement Plan includes an item for the repaving of the public parking lot at Mom’s Apple pie and the facility lot for the Town’s Annex, located at the corner of Washington and Commerce Streets.

The Town has obtained three quotes from two vendors to pave and stripe the lot, including on-street parking areas adjacent to Commerce Street and Washington Street, and the entrance to the Town’s Annex. A portion of the lot is privately owned, and the Town is working with the property owner to pave the entire lot and split the costs as appropriate. It is estimated that the Town is responsible for 80 percent of the project.

Vendor	Total Cost	Town Cost	Private Cost	Description
PWC PW	\$64,995.66 10% Cont: \$5,908.70	\$51,996.52	\$12,999.13	Milling to tie into street and remove mounded asphalt; apply scratch coat and then 2.5 – 3 inches of asphalt; striping; manhole donuts and valve sleeves; minor concrete repairs; includes 10% contingency.
H&H Paving	\$77,500	\$62,000	\$15,500	Remove all existing asphalt and disposal; regrade stone base; pave with 3 inches of asphalt; tack coat; pave again with 2 inches of asphalt; striping; no curb repairs
H&H Paving	\$34,750	\$27,800	\$6,950	Cut back transition points, remove broken asphalt; apply tack coat; pave 1.5 inches to even up surfaces and bridge cracks; pave with 2.5 inches of asphalt; striping; no curb repairs

May 2, 2018

The FY2018 CIP Budget includes \$15,000 in funding for Street Maintenance projects. To date, approximately \$6,215.62 has been expended for the Poplar Alley paving project which partially occurred in FY 2018. It is estimated that by the end of FY2018, \$119,263 in capital project funding will have been expended, which is \$172,237 less than budget.

This is a request for the Town Council to award a contract and appropriate funding for the project. Both vendors have stated they would be able to schedule and complete the work prior to June 30, 2018.

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

Town Attorney's Recommendation: Recommend approval of the low bidder for the selected option.

Town Manager's Recommendation: Recommend approval of contract and appropriate funding.

Cost and Financing: TBD
Account Number: FY 2018 CIP, Street Maintenance

Proposed/Suggested Motion:

"I move to contract with _____ and appropriate an amount not to exceed _____ to pave and stripe the public parking lot, on street parking, and Annex entrance at the corner of Washington and Commerce Streets."

OR

Other action Council deems appropriate.

Attachments: (5) FY 2018 CIP Projects Tracking
PWC Quote
H&H Paving Quotes
H&H Paving References

FY 2018 CIP Projects Tracking

Project	Category	Status	Budget	Actual	Difference	Notes	Dept
River Mill Park MB Contract Final Payment			0	\$ 18,142	\$ 18,142		
Community Planning Project	Parking Traffic Study	COMPLETED	\$ 25,000	\$ 24,700	\$ (300)		PW
Street Maintenance	Annex/Mom's Parking Lot - Quote Pending	IN PROGRESS	\$ 15,000	\$ 33,800	\$ 18,800	~6,000 is due to Poplar Alley work completed in FY18	PW
Building Maintenance	Annex Door replacements	NOT STARTED	\$ 2,500	\$ -	\$ (2,500)		PW
Stormwater Management		NOT STARTED	\$ 5,000	\$ -	\$ (5,000)	Info pending from PWC to participate in program	PW
Trash/Recycling Containers Replacement/Maintenance	Phase I	COMPLETED	\$ 11,000	\$ 10,696	\$ (304)	\$1,472 included under MD	PW
Town Hall Renovations - Lower Level		NOT STARTED	\$ 15,000	\$ -	\$ (15,000)		PW
Gaslight Conversion to Electric/Maintenance	Gaslight Maintenance, Bridge Light Materials	COMPLETED	\$ 10,000	\$ 6,065	\$ (3,935)		PW
Street/Curb Striping Program	Yellow Curb Painting	NOT STARTED	\$ 8,000	\$ -	\$ (8,000)	Pushed	PW
Town Dock Maintenance		NOT STARTED	\$ 10,000	\$ -	\$ (10,000)	Lighting Plan	PW
Tanyard Hill Parcel	Trail work, Signage install/removal	NOT STARTED	\$ 2,500	\$ -	\$ (2,500)		Parks
River Mill Park Maintenance		N/A	\$ 5,000	\$ -	\$ (5,000)	Stone Dust Trail Refurb - no longer required	Parks
Canoe/Kayak Ramp Install		NOT STARTED	\$ 140,000	\$ -	\$ (140,000)	Identifying other funding opportunities	Parks
In-Vehicle Laptops		IN PROGRESS	\$ 2,500	\$ 3,200	\$ 700		PS
Body Armor		COMPLETED	\$ 4,000	\$ 1,777	\$ (2,223)		PS
IBR Reporting System Replacements		NOT STARTED	\$ 5,000		\$ (5,000)		PS
Computer Upgrades/Replacement		IN PROGRESS	\$ 10,000	\$ 9,430	\$ (570)		IT
Document Management Project		IN PROGRESS	\$ 5,000	\$ 1,453	\$ (3,547)		IT
Town Code Recodification		IN PROGRESS	\$ 10,000	\$ 10,000	\$ -		Admin
Office Equipment Replacement	Dais Chairs, desks	NOT STARTED	\$ 6,000	\$ -	\$ (6,000)		Admin

\$ 291,500

Planned CIP by 6/30/18 \$119,263

Full Budgeted FY CIP \$291,500

Difference to Budget \$172,237

Prince William County Public Works
Mom's Apple Pie

3/1/2018

	Quantity	Unit	Cost Per	Cost	
Branscome Asphalt Cost (M.A.P.)	1	LS	\$39,683.20	\$39,683.20	*Branscome Quote
Branscome Asphalt Cost (Extra Piece for Town)	1	LS	\$2,350.40	\$2,350.40	*Branscome Quote
M&F Concrete Cost (10 LF of Curb)	1	LS		\$1,000.00	*Luke's Estimate
valve Sleeves and Manhole donuts	1	LS	\$1,000.00	\$1,000.00	*Luke's Estimate
Striping of the parking lot	1	LS	\$750.00	\$750.00	*Minimum charge
	Total Material & Sub Cost			\$44,033.60	
			TMC X 0.1	\$48,436.96	
Construction Crew	3	Day	3500	\$10,500.00	*knocking concrete out & leveling valves & manholes
Concrete disposal	1	Load	\$150.00	\$150.00	*Commonweatlth
		Total Services		\$10,650.00	
Contingency				\$5,908.70	
Grand Total				\$64,995.66	

Private \$12,999.13

Town Cost \$51,996.52

Milling in the street - tie in
 Mill around asphalt piled - manholes
 Scratch coat then surface coat - 2.5 to 3 inchease of asphalt to bring up height
 Repair curb by outlet showing rebar



7220 Gary Road
Manassas, VA 20109
Fax: (703)392-8822

703-392-5400
QUALITY WORK

State A# 2705052552
Classifications: H/H
Exp. 09-30-19

TERMS AND CONDITIONS

1. If undesirable base is found and the owner does not authorize corrective action, H&H Paving Asphalt Specialist, Inc. will not be responsible in any way for any subsequent pavement failures, and will be paid as stated in the payment section of this agreement.
2. Owner responsible for:
 - a. obtaining all permits and fees before the work begins.
 - b. damage to underground facilities/utilities caused by equipment necessary to carry out this contract.
 - c. adjustment of underground facilities and/or utility structures including manholes and water valves, unless otherwise noted.
 - d. any damage to adjacent or nearby pavement, structures, vegetation or other real or personal property, including common areas.
 - e. owner shall not subject our work to traffic or other load in excess of the design capacity.
 - f. proper maintenance of drive, otherwise warranty is voided.
 - g. any necessary grading or re-seeding after installation.
 - h. providing outdoor water for rollers at time of job.
3. Total price is based on one move-in unless noted.
4. H&H Paving Asphalt Specialist, Inc. will not be responsible for any damage due to inclement weather or other Acts of God.
5. Warranty will be voided if sealer is applied by someone other than H&H Paving Asphalt Specialist, Inc. during the warranty period.
6. Owner shall pay H&H Paving Asphalt Specialist, Inc.'s reasonable attorney's fees and costs in the event of any litigation arising under or related to this contract.
7. This contract constitutes the entire agreement between the parties and replaces all prior agreements and understandings, whether written or oral.

Name <u>Town of Occoquan - Kirstyn</u> Street <u>126 Commerce St</u> City <u>Occoquan</u> State <u>VA</u> <u>22125</u> Phone <u>(703)491-1918</u> Email/Fax <u>KJovanovich@occoquanva.gov</u>	Proposal Date <u>3/12/2018</u> Estimated Start Date <u>To Be Determined</u> Estimated Completion Date <u>To Be Determined</u>
---	---

We hereby propose to furnish the materials and perform the labor necessary for the completion of

REMOVE AND REPLACE 18,200 SQUARE FEET

- 1) Remove existing asphalt to gravel base, hauling asphalt from site.
- 2) Regrade existing stone base adding 1 to 2 inches of 21A stone. Roll and compact stone with vibratory roller.
- 3) Pave surface with 3 inches of IM-19.0A V-DOT state approved asphalt, machine installed with hand finished edges.
- 4) Roll and compact asphalt using static rollers for maximum compaction.
- 5) Apply tack coat to existing asphalt surfaces so new asphalt bonds to old asphalt surface (shoestring application).
- 6) Pave surface with 2 inches of SM-9.5A V-DOT state approved asphalt, machine installed with hand finished edges.
- 7) Roll and compact asphalt using static rollers for maximum compaction.
- 8) Re-stripe parking lot.

Payment Terms:
20% due upon acceptance of proposal.
40% due upon installation of IM19.0A
40% due upon completion.

FREE ASPHALT MAINTENANCE BOOK PROVIDED AFTER COMPLETION

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ **77,500.00**)

with payments to be made as follows: **PAYMENTS DUE IN FULL UPON COMPLETION.**
One year warranty against breaking up and holes.

An alteration or deviation from above specifications involving extra costs, will be included only upon written orders and will become an extra charge over and above the estimate. You have the right to cancel this contract within 3 days of acceptance. All agreements are specifically contingent upon H&H Paving Asphalt Specialist, Inc. not experiencing strikes, accidents or delays beyond H&H Paving Asphalt Specialist, Inc. control including but not limited to the inability to obtain fuel. Furthermore, the price quoted is subject to change due to significant material and/or fuel price increase. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance for above work to be taken out by H&H Paving Asphalt Specialist, Inc.

Respectfully submitted **H&H Paving Asphalt Specialist, Inc.**
By Justin Holbrook

Note – This proposal will automatically expire in 7 days.

- WARNING**
1. Do not sign this agreement if it has any blank spaces or if you have not read it.
 2. You are entitled to a copy of this agreement with it fully filled out.
 3. The Contractor hereby expressly warrants that all home improvement work done pursuant to this contract shall be of workmanlike quality, and shall be in accordance with all applicable building codes.
 4. The Contractor further warrants that all materials and equipment supplied shall be of merchantable quality, and shall be fit for the particular use for which they are intended.
 5. If account has to be sent to a collection agency/attorney for collection you will be held responsible for all costs and/or fees incurred in the collection process and interest at the rate of 1.5% per month.
 6. All depths are average and measurements are approximate.
 7. Drainage not guaranteed for areas having less than 2% grade.
 8. Estimated start date and completion date will be determined by mutual agreement of parties and issued upon written acceptance of proposal.

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions as stated above and on the reverse side and/or Page 2 of this form are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Date _____ Signature _____



7220 Gary Road
Manassas, VA 20109
Fax: (703)392-8822

703-392-5400
QUALITY WORK

State A# 2705052552
Classifications: H/H
Exp. 09-30-19

Name Town of Occoquan - Kirstyn
Street 126 Commerce St
City Occoquan State VA 22125
Phone (703)491-1918
Email/Fax KJovanovich@occoquanva.gov

Proposal Date 3/12/2018
Estimated Start Date To Be Determined
Estimated Completion Date To Be Determined

We hereby propose to furnish the materials and perform the labor necessary for the completion of
RESURFACE WITH BRIDGE COAT AND TOP COAT 18200 SQUARE FEET

- 1) Trim grass back to define edges, so new asphalt completely covers the existing asphalt surface.
- 2) Cut back existing asphalt at transition points, sidewalks, garages, etc. for a tie-in.
- 3) Remove loose broken asphalt as needed, haul away debris and patch with SM-9.5A V-DOT state approved asphalt roll and compact.
- 4) Clean complete surface of dirt and debris.
- 5) Apply tack coat to existing asphalt surfaces so new asphalt bonds to old asphalt surface (shoestring application).
- 6) Pave surface first time with skim coat of SM-9.5A asphalt (average 0 to 1 1/2 inches) to even up surface and to bridge cracks, roll and compact.
- 7) Pave surface second time with 2 1/2 inches of SM-9.5A V-DOT state approved asphalt. Machine installed with hand finished edges.
- 8) Roll and compact using static rollers for maximum compaction.
- 9) Re-stripe parking lot.

Payment Terms:
20% due upon acceptance of proposal.
80% due upon completion.

FREE ASPHALT MAINTENANCE BOOK PROVIDED AFTER COMPLETION

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ **34,750.00**)

with payments to be made as follows: **PAYMENTS DUE IN FULL UPON COMPLETION.**

One year warranty against breaking up and holes.

An alteration or deviation from above specifications involving extra costs, will be included only upon written orders and will become an extra charge over and above the estimate. You have the right to cancel this contract within 3 days of acceptance. All agreements are specifically contingent upon H&H Paving Asphalt Specialist, Inc. not experiencing strikes, accidents or delays beyond H&H Paving Asphalt Specialist, Inc. control including but not limited to the inability to obtain fuel. Furthermore, the price quoted is subject to change due to significant material and/or fuel price increase. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance for above work to be taken out by H&H Paving Asphalt Specialist, Inc.

Respectfully submitted **H&H Paving Asphalt Specialist, Inc.**

By Justin Holbrook

Note - This proposal will automatically expire in 7 days.

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- 4. The Contractor further warrants that all materials and equipment supplied shall be of merchantable quality, and shall be fit for the particular use for which they are intended.
- 5. If account has to be sent to a collection agency/attorney for collection you will be held responsible for all costs and/or fees incurred in the collection process and interest at the rate of 1.5% per month.
- 6. All depths are average and measurements are approximate.
- 7. Drainage not guaranteed for areas having less than 2% grade.
- 8. Estimated start date and completion date will be determined by mutual agreement of parties and issued upon written acceptance of proposal.

ACCEPTANCE OF PROPOSAL

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Signature _____
Date _____ Signature _____

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 - c. adjustment of underground facilities and/or utility structures including manholes and water valves, unless otherwise noted.
 - d. any damage to adjacent or nearby pavement, structures, vegetation or other real or personal property, including common areas.
 - e. owner shall not subject our work to traffic or other load in excess of the design capacity.
 - f. proper maintenance of drive, otherwise warranty is voided.
 - g. any necessary grading or re-seeding after installation.
 - h. providing outdoor water for rollers at time of job.
- 3. Total price is based on one move-in unless noted.
- 4. H&H Paving Asphalt Specialist, Inc. will not be responsible for any damage due to inclement weather or other Acts of God.
- 5. Warranty will be voided if sealer is applied by someone other than H&H Paving Asphalt Specialist, Inc. during the warranty period.
- 6. Owner shall pay H&H Paving Asphalt Specialist, Inc.'s reasonable attorney's fees and costs in the event of any litigation arising under or related to this contract.
- 7. This contract constitutes the entire agreement between the parties and replaces all prior agreements and understandings, whether written or oral.



7220 Gary Road Manassas, Virginia 20109

(703) 392-5400 FAX: (703) 392-8822

Commercial References

Paved 2017

05/26/17

Compass Point Cluster Association
Compass Point Ln.
Reston, 20191

11/08/17

Safford Fiat Alfa Romeo of Tysons Corner
8448 Leesburg Pike
Vienna, 22182

07/13/17

Fairfax County Police Association
5625 Revercomb Dr.
Fairfax, 22030

11/30/17

Chantilly Animal Hospital
13705 Lee Jackson Memorial Hwy
Chantilly, 20151

07/26/17

Villa D'Este Village HOA
Bayswater Ct. & Owens Ct.
Fairfax, 22031

12/08/17

Falls Church Animal Hospital
7045 Leesburg Pike
Falls Church, 22041

Paved 2016

01/07/16

PWC Fairgrounds
10624 Dumfries Rd.
Manassas, 20112

06/8/16

Falls Place HOA
2405 Falls Place Ct.
Falls Church, 22043

08/18/16

Boley Place Residence Assoc.
Boley Pl.
Nokesville, 20181

09/23/16

Windy Hill Court HOA
Windy Hill Ct.
McLean, 22102

Paved 2015

04/08/15

Private Road
898-908 Golden Arrow St.
Great Falls, 22066

05/13/15

Prince William County Fair
10624 Dumfries Rd
Manassas, 20112

05/18/15
Private Road
Emily Ct.
Haymarket, 20169

09/11/15
Dunningham South Condo Assoc.
7003 Dunningham Pl.
McLean, 22101

11/13/15
Woodmont Glen HOA
Tipton Ln.
Woodbridge, 22192

Paved 2014

04/16/14
Freestate Leasing Corp.
6530 Commerce Ct.
Warrenton, 20187

08/27/14
Burke Racquet & Swim Club
6001 Burke Commons Rd.
Burke, 22015

Paved 2013

05/10/13
Carpenter's Shelter
930 N Henry St
Alexandria, 22314

06/10/13
Fairfax Hyundai
10925 Fairfax Blvd.
Fairfax, 22030

06/20/13
Sunshine Animal Hospital
7323 Little River Turnpike
Annandale, 22003

10/14/13
Phams Car Care Center
3435 Washington Blvd.
Arlington, 22201

07/14/15
Ridgecrest HOA
Cresence Way and Crestar Ct.
Fairfax, 22032

10/15/15
Private Road
Ballantrae Ct.
McLean, 22101

12/03/15
Sutton Green HOA
9648 Sutton Green Ct.
Vienna, 22181

08/18/14
Aquinas Montessori School
8334 Mount Vernon Hwy.
Alexandria, 22314

09/03/14
St. John's Episcopal Church
5649 Mount Gilead Rd.
Centreville, 20120

05/22/13
Reformed Presbyterian Church
9400 Fairview Ave
Manassas, 20110

06/14/13
15 Catocin Circle S.E.
Leesburg, 20175

06/27/13
Sunset Hills Montessori School
11180 Ridge Heights Rd.
Reston, 20190

12/3/13
Prince William County Fairgrounds
10624 Dumfries Rd.
Manassas, 20112

Paved 2012

05/08/12
Common Area
1300 Taffrail Ct
Reston, 20191

08/13/12
Common Area
10800-10805 Melanie Ct
Oakton, 22124

10/08/12
GHA Community
Old Maple Sq & Old Maple Dr.
McLean, 22102

Paved 2011

02/18/11
VA Montessori
3335 Annandale Rd
Falls Church, 22042

06/10/11
WGA Realty
7131 Gary Rd
Manassas, 20109

08/17/11
Jackson Hunt
830 N Jackson St.
Arlington, 22201

08/26/11
Karin's Florist
527 Maple Ave E
Vienna, 22180

Paved 2010

04/07/10
Sudley Manor House
7750 Garner Drive
Manassas, 20109

08/03/12
Townhome Community Parking Lot
8093 Donegal Ln
Springfield, 22153

09/24/12
Private Road
7900-7905 Old Cedar Ct
McLean, 22102

05/26/11
Lee Graham Square
7297 Lee Hwy
Falls Church, 22042

08/01/11
Aquinas Montessori School
8334 Mt. Vernon Hwy
Alexandria, 22309

08/18/11
VA Tire and Auto
7471 Linton Hall Rd.
Gainesville, 20155

12/07/11
Springfield Fire Station
7011 Backlick Rd.
Springfield, 22150

09/09/10
Capitol Companies
23035 Douglas Court
Sterling, 20166

09/16/10
Copy General
102 Executive Drive
Sterling, 20166

10/13/10
Loudoun County Vol. Rescue Squad
143 Catoctin Circle SE
Leesburg, 20175

Paved 2009

05/27/09
Summit Motors
605 Blackwell Rd.
Warrenton, 20187

05/28/09
Warrenton Select
735 James Madison Hwy
Warrenton, 20187

07/07/09
Memorial Baptist Church
3455 N. Glebe Rd.
Arlington, 22207

07/14/09
Condominium Complex
945 N. Barton St.
Arlington, 22201

08/18/09
Casa Chimayo
8209 Sudley Rd.
Manassas, 20109

09/10/09
Burke Animal Clinic
6307 Lee Chapel Rd.
Burke, 22015

Paved 2008

03/24/08
Super 8 Motel
8691 Phoenix Drive
Manassas, 20110

05/13/08
Community Pool
12365 Washington Brice Road
Fairfax, 22033

06/17/08 - 06/19/08
St. Leo's Catholic Church
3700 Old Lee Highway
Fairfax, 22030

06/24/08
Sheraton Reston Hotel
11810 Sunrise Valley Drive
Reston, 20191

07/07/08
Grace Lutheran Church
3233 Annandale Road
Falls Church, 22042

07/21/08
Kingdom Hall of Jehovah's Witnesses
9912 Cockrell Road
Manassas, 20110

07/22/08
Paradiso Restaurant
6124 Franconia Road
Alexandria, 22310

09/19/08
McLean Doctor's Building
6711 Whittier Avenue
McLean, 22101

09/24/08
Kingdom Hall of Jehovah's Witnesses
3701 Jermantown Road
Fairfax, 22030

09/30/08
Sherwin Williams
10880 Main Street
Fairfax, 22030

11/17/08
Fairfax Rod & Gun Club
7039 Signal Hill Road
Manassas, 20111

12/03/08
Hyundai Corporation
7243 Little River Turnpike
Annandale, 22003

Paved 2007

03/21/07
Alls Construction
194 E Lee Street
Warrenton, 20187

03/26/07
Limewood Mews
Jenny Lynn Lane
Fairfax, 22030

03/26/07-03/29/07
Lee's Gas
9113 Industry Drive
Manassas, 20111

03/27/07
Paramount Pest Control
110 Gordons Road
Falls Church, 22046

04/20/07
Clifton Spring HOA
Clifton Spring Drive
Clifton, 20124

04/30/07
Autumn Glen HOA
Autumn Glen & Merritt Courts
Alexandria, 22312

05/2/07-5/7/07
Route 1 Pontiac, Buick, GMC, Inc.
14530 Jefferson Davis Highway
Woodbridge, 22191

05/21/07
SGIA
10015 Main Street
Fairfax, 22031

06/22/07
Trimark
6269 Leesburg Pike
Falls Church, 22041

06/29/07
AMT
7901 Westpark Drive
McLean, 22102

07/09/07-07/11/07
Jackson's Ridge Condos
Halter Path, Stagestone Way & Apache Ridge
Court, Manassas, 20109

07/20/07
Ellison Square HOA
Ellison Square Drive
Falls Church, 22046

07/30/07
RRH Associates
8410 Sudley Road
Manassas, 20109

08/07/07-08/15/07
Vienna SDA Church
344 Courthouse Road S.W.
Vienna, 22180

08/18/07
Robert Day Child Care Center
9208 Centreville Road
Manassas, 20110

10/30/07
Burger King
2701 Potomac Mills Circle
Woodbridge, 22192

Paved 2006

04/18/06
Plantation Firehouse
10101 Lee Highway
Fairfax, 22030

05/20/06
Interstate Battery
5121 Hoadly Road
Woodbridge, 22192

05/24-05/26/06
Interstate 66 Industrial Park
Gary Road
Manassas, 20109

06/13- 06/14/06
Mountcastle Funeral Home
4143 Dale Boulevard
Dale City, 22193

06/23/06
Cunningham Funeral Home
811 Cameron Street
Alexandria, 22314

07/24 & 07/27/06
Super 8 Motel
7249 New Market Court
Manassas, 20109

09/22/06
Pohanka Collision Center
16 Sweeley Street
Alexandria, 22314

10/29/07
American Stone
205 Keith Street
Warrenton, 20186

11/06/07
RRH Associates
10950 Lee Highway
Fairfax, 22030

05/02-05/03/06
Taft Management
Willowbrook Ct, Silver Maple Ct. &
Whispering Pine Ct.
Manassas, 20110

05/22-05/23/06
Lakeside Community Management
Waverly Mill & Erie Courts
Gainesville, 20155

05/31/06
Taft Management
10240-10248 Racquet Circle
Manassas, 20110

06/22/06
Mountcastle Funeral Home
13318 Occoquan Road
Woodbridge, 22191

07/14/06
Earl Scheib Paint and Body
2920 Jefferson Davis Highway
Alexandria, 22305

08/28/06
Mt. Vernon Baptist Church
935 S 23rd Street
Arlington, 22202

10/11/06
Taco Bell
13880 Shoppers Best Way
Dale City, 22192

10/03-10/05/06
Lakeside Community Management
Emberdale Dr, Eileen Ct & Eames Ln
Dale City, 22192

10/27/06
Atlantic Building Supply
12249 Livingston Road
Manassas, 20109

Paved 2005

04/13/05
B.P. Gas
7111 Sudley Road
Manassas, 20111

05/06/05
Haymarket Vet
5513 Catharpin Road
Gainesville, 20155

05/25/05
Rolling Mill Office Park
6356 Rolling Mill Place
Springfield, 22152

06/07/05
Taft Management
Coverstone Square
Manassas, 20109

06/30/05
Ensco
5400 Port Royal Road
Springfield, 22515

07/07/05
Antioch Baptist Church
6531 Little Ox Road
Fairfax Station 22039

07/28/05
4011 & 4015 Chainbridge Road
Fairfax, 22030

08/05/05
Taft Management
Racquet Circle
Manassas, 20110

08/11/05
Taft Management
Forest Hill Circle & Wimbledon Court
Manassas, 20110

09/15/05
Taft Management
Cobblestone Business
Manassas, 20110

09/20/05
Lees Gas
9113 Industry Drive
Manassas, 20111

10/03/05
Dunn Loring Fire Dept.
2148 Gallows Road
Dunn Loring, 22027

10/05/05
The Examiner
801 S. Pickett Street
Alexandria, 22304

11/19/05
Vienna Commons Association
233 Commons Drive
Vienna, 22180



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 H: Request to Award Contract for Website Design	

Explanation and Summary:

At the first quarterly meeting of the Town/Business Partnership group in January 2017, attendees discussed ways in which the Town and businesses could improve communication, marketing efforts on both print and electronic platforms, and branding opportunities. The discussion was held in regard to the funding that is currently available in the FY2018 Community/Business Support budget, which is approximately \$10,000. The main outcome of this discussion was that the business community sought Town support for tourism, and included discussions on branding opportunities, implementing and maintaining a joint online calendar of events, a comprehensive business listing on the town's website, general marketing and print tourism materials.

As a result of this discussion, Town staff began researching ways in which the Town could support tourism activities in town, specifically focusing on branding and website development activities and opportunities. After determining that a comprehensive branding program will be cost prohibitive at this time, it was determined that a new town website would allow the Town to implement some of the elements requested, including an online calendar of events and business listing, and would also achieve some branding goals including a refreshed appearance and a more cohesive connection between the government and business community. A new website would focus not only on government activities, but also include a tourism element to serve as a landing for what is available in Occoquan.

At the April Town/Business Partnership meeting, those present discussed the topic of developing a new website that would be owned and managed by the Town, but provide both government and tourism elements. Those present were in support of using the FY2018 Community/Business Support budget to develop a new Town website that supported tourism.

FreshySites - Website Design, \$9,550 (one-time cost)

- Website Design and Development, CMS, Content Integration, Mobile Design
- Search Engine Optimization
- Training

Annual Cost, \$1,080

- SSL Certificate
- Hosting, Backup and Storage

Examples of Work: <https://freshysites.com/portfolio-of-work/>
Alexandria Bay Chamber of Commerce (NY): <https://www.visitalexbay.org/>
Wytheville, VA (Downtown Wytheville): <http://downtownwytheville.com/>
Manassas, VA (Economic Development): <https://choosemanassas.org/>

This is a request to contract with FreshySites for the design and development of the Town of Occoquan's website, www.occoquanva.gov, for an amount not to exceed \$10,000 utilizing FY 2018 Community/Business Support funding.

The work is anticipated to take 90 to 120 days to complete. The process would be coordinated by the Town of Occoquan staff with input sought from the business community.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: NTE \$10,000
Account Number: 63230 - Parks and Events - Community/Business Support

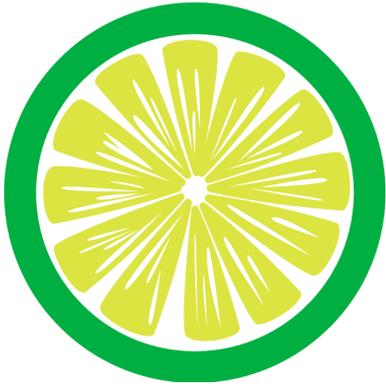
Proposed/Suggested Motion:

"I move to contract with FreshySites for the development and design of the Town of Occoquan's website for an amount not to exceed \$10,000 from FY2018 Community/Business Support funding."

OR

Other action Council deems appropriate.

Attachments: (1) Quote - Website Development, FreshySites



FS

WEBSITE DESIGN PROPOSAL

April 2, 2018

Town of Occoquan
Kirstyn Jovanovich
Occoquan, VA

PROPOSAL OVERVIEW

Thank you for the opportunity to present this proposal and for considering FreshySites to support your website and website development needs.

FreshySites specializes in providing businesses and organizations with professional and powerful digital marketing services. We utilize unique concepts, high-end talent and fresh online tools to make sure our client projects exceed expectation.

Please find attached our proposed approach, scope of work, estimated fees and payment schedule. Please take your time in reviewing this proposal and contact us with any questions or concerns. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Vincent Consumano". The signature is written in black ink and is positioned above a thin vertical line that extends downwards from the end of the signature.

Vincent Consumano
Founder - Washington DC, FreshySites

COMPANY INFORMATION

FreshySites - Website Design
9029 Center Street, Suite 101
Manassas, VA 20110
Phone: (703) 763-9676

COMPANY OVERVIEW & BACKGROUND

FreshySites is a full-service website design and development company that specializes in all aspects of digital marketing including website development, search engine optimization and e-commerce development. FreshySites works with small, medium and large businesses and organizations to design, carry out, and optimize value-based marketing programs online.

FreshySites currently manages over 1,100 active websites for regional and national businesses and organizations. FreshySites provides daily backups, security scans and security updates on all active websites as well as technical and design support on an ongoing basis for the majority of the active client base.

FreshySites customers range from small sole proprietors to major corporations with a regional and national presence. FreshySites prides itself on thoughtful and beautiful design, fast turn-around, and the very best in customer service.

STAFF OVERVIEW

Vincent Consumano **Founder - Washington DC Region**

Vincent is one of the few who can say he was born and raised in the DC area. Vincent graduated Virginia Polytechnic Institute and State University (Virginia Tech) in 2008 with a BS in Marketing Management and The University of Mary Washington with his MBA in 2011. Vincent has an extensive background in the Defense Industry, where he spent time as a Deputy Program Manager for major Department of Defense subcontractors. In 2011, Vincent launched the Washington DC office of FreshySites and has been involved ever since. In 2013, Vincent left his DoD job and joined the FreshySites team full-time in order to help facilitate the company's rapid growth cycle. Personally, he loves the outdoors, camping, fishing, and hiking, anything to get him off that computer!

Ben Giordano **Founder - New York Region**

Ben is a Binghamton, NY native who went on to get a BS in Marketing Management at Virginia Polytechnic Institute and State University (Virginia Tech) in 2008. Throughout his professional career Ben has been involved in many technology-focused businesses including facilities management consulting, internet and data marketing, and digital agency services. In 2011, Ben founded FreshySites Website Design and Development Studio. Since inception, FreshySites has grown exponentially into the largest in-house WordPress focused web design shop on the east coast. FreshySites also holds the title for the largest website design and development studio in Upstate NY for the past two years running. Ben's obsession with customer service and support best practices, as well as process-driven design, continues to flow through the whole FreshySites team. When Ben is not at the office you can usually find him with his family in Upstate NY.

Kelsey Moore **Operations Manager**

While braving the sub-zero winters of Western NY, Kelsey Moore earned a degree in Communication Design from the University at Buffalo. Kelsey worked as a graphic designer, commercial producer, and jack of all trades for a local Binghamton, NY TV station before turning to FreshySites for a bit more creative freedom. These days Kelsey works as one of FreshySites Operations Manager, where she truly enjoys organizing the chaos. She brings a wealth of talent to FreshySites and always has a customer's best interests at heart.

Erin Cortazar **Director of Support Services**

Erin was born and raised in Scranton, PA, which yes, is the home of Dunder Mifflin Paper Co. Erin earned a Bachelor of Fine Arts in Graphic Design & Art History from Marywood University, where she stubbornly proclaimed "I will never work in web". Fast forward a few years later and Erin is one of FreshySites' Lead Project Managers and go to customer support specialist. Erin has extensive knowledge of all things web, and can help with just about any website problem. When she's not blowing a customer away with great customer service and smileys, you can find Erin wandering the outdoors, exercising, making wine, and training to be a pirate. Because let's be honest, pirates are awesome!

Tim Burford **Creative Director**

Tim is equipped with an explosive background, literally. Previously, upon graduation from The College of Saint Rose Center for Art & Design (Albany, NY) with a Graphic Design major and an Art History minor, he was an Aircraft Armament Systems Specialist for the F-16 fighter jet in the Air Force. After graduation, Tim spent a few years at an advertising and marketing agency in Lancaster, Pennsylvania. After 11 years of relocating, including Texas, Arizona, New York and Pennsylvania, Tim finally settled back home for good, joining FreshySites as their Lead Designer. When Tim's not in the office, working his design magic (sans wand), you can find him enjoying the outdoors, catching up on sports, seeking out exceptional craft beers and spending quality time with his growing family.

Jon Fuller
Lead Web Designer

Jon is from the Binghamton, NY area and graduated from the School of Art and Design at Alfred University with a Bachelor of Fine Arts. Concentrated studies were in Graphic Design and Video. Jon has an appreciation of all aspects of art and design, and has an extensive background in both print media and web — with a thorough understanding of video and photography. Jon comes to FreshySites with 9 years of graphic design and web experience. He continues to make a habit of researching new tools and technologies to broaden his knowledge in the web development industry. Outside of work, Jon also enjoys going on new adventures with his wife, exercising, and sipping on quality craft beer.

Valerie Manne
Web Designer

Valerie initially earned a degree in Psychology from SUNY Potsdam and further went on to study Graphic & Web Design at UC San Diego. Intending to focus more on the Graphic Design portion of the program, she instantly became fascinated with the problem solving web development entailed. She was able to find work with a product design company while still in school and continued to work for the same company until coming to FreshySites. She joined the team to explore agency work and have more creative freedom. Outside of FreshySites, you can find her hiking a 46er, exploring national parks, or woodworking.

Tod Anderson
Web Designer

Tod hails all the way from the land of corn, Ohio. After escaping to Pennsylvania, he studied Graphic Design at The Art Institute of Pittsburgh. During his studies he worked for several companies, including The Fred Rogers Company as an illustrator. After receiving his BA in Graphic Design in 2012, Tod worked for a small advertising agency focusing on print and layout design. After a while, his focus then shifted to illustration and freelance for a few years before moving to Endicott, NY where he joined the FreshySites brigade as a Jr Web Designer. Always intrigued by web design and development, Tod dove into learning as much as he could about coding with the help of his friends, coworkers and lots of determination.

Ryan McAndrew
Junior Web Designer

After graduating from Marywood University with a degree in Graphic Design, Ryan landed a job at an advertising company. There he sharpened his design skill and two years later decided to take on the digital world of design. Ryan joined the FreshySites team in late 2016 and works as a Junior Web Designer.

Zac Chastain
Support and SEO Specialist

After finishing a Bachelor's degree in Chicago, Zac returned to his native Upstate NY to live and work. A writer by education and trade, he began his career in publishing and quickly transitioned into content for web.. He joined the FreshySites team in its inaugural year and has found a home ever since. His interest in language formed a natural bridge to the world of Search Engine Optimization, where he enjoys helping clients connect with their ideal customers through keywords and phrases.

Colin Lake
Junior Web Designer and Support

Colin graduated from Binghamton University in 2016 with a B.A. in Graphic Design. While at school he took a few classes in web design and so began his journey to become a web designer. He loves the way every small part of code comes together to create something amazing. Colin enjoys photography and hiking, as well as anything sci-fi or fantasy related.

Katlynn Whitaker
Junior Web Designer

Katlynn is a 2017 graduate of Marywood University with her Bachelor of Fine Arts in Graphic Design and Advertising. She was raised in the Binghamton area, but after attending college in the Scranton, PA region she considers both areas home sweet home. Her top passion is graphic/web design, and she enjoys getting involved in the local community. Besides design, Katlynn enjoys folding paper cranes, photography, watching retro movies, drinking coffee, and playing with kittens.

Giovanna Bernardo
Community Outreach

Giovanna is originally from Endicott, NY. She received a dual-BA in English Literature & Rhetoric and Political Science from Binghamton University in 2017. Giovanna has had numerous internships and positions harnessing her passion for writing and communications. She will be applying what she learned there to her new position with FreshySites where she is responsible for the company's outreach, brand promotion, and growth in the local community and beyond. Outside of writing and communications, she enjoys eating at every possible restaurant in downtown Binghamton, re-watching Parks & Recreation, scrolling through Instagram and reading.

Dave Oliveri
Administrative Assistant

Dave is a Binghamton, NY native who has a Bachelor of Arts degree in Music Industry from the State University of New York, College at Oneonta. Although Dave has lived in both Nashville, TN and Raleigh, NC, since graduating, he's always drawn back to his roots in Upstate, NY. This is where he joined the FreshySites team in early 2018 as an administrative assistant. Even though his first love will always be music and rocking out on guitar, the thrill of working in web was too intriguing not to pursue. Along with playing music, he is an avid hiker and kayaker who can often be found on a trail in one of the many mountainous regions of New York State.

Emily Petko
Junior Web Designer

Emily is a 2016 graduate of Binghamton University with a Bachelor of Fine Arts in Graphic Design. From a young age, she had an interest for all things art and design. It wasn't until later in life that she realized she could harness those interests into a life long passion. Fast forward through many years of college, several jobs and plenty of learning experiences; Emily joined FreshySites in 2018. Outside of work, she can be seen surrounding herself with good friends, good food and cuddling dogs every chance she gets!

Karina Lenartowicz
Junior Web Designer

Karina is a 2012 graduate from the State University of New York at Oswego where she received a BA in Art with Graphic Design emphasis. As a Syracuse-area native, she gained 4 years of web design agency experience before joining FreshySites in early 2018 as a Web Designer. Karina has been intrigued by design ever since she designed a t-shirt for a middle school event. She loves seeing her creations “out in the wild” with no one the wiser on who designed it or how much time and thought went into it. In her free time you will find her reading, volunteering at local animal shelters, enjoying the Adirondacks and wine tasting.

Liz Jachimowicz
Junior Project Manager

Liz has a passion for web design, is detail oriented and loves being able to help others. She is excited to use these strengths in her Junior Project Manager position at FreshySites, where she started in early 2018! After receiving a Bachelors Degree in Computer Art/Design from SUNY Oneonta (2015), she worked at various local companies sharpening her graphic design and customer service skills. Some of her passions outside of work include: practicing hot yoga, going on weekend outdoor adventures, trying new restaurants and shopping at Target.

SCOPE OF WORK

Website Design and Development.....\$8,200

- Project Overview Meeting
 - Project Kick-Off Meeting and Creative Briefing Session
- Home Page Mockups and Layout Design
 - Development and Presentation of 3 Home Page Mockups
 - Client Feedback Session
 - Three Revision Rounds - Not to Exceed 6 Hours
- Website Content Management System and Framework
 - Installation of the WordPress Content Management System
 - Customization of the WordPress Content Management System to Fit Project and Client Needs
 - Website Framework Installation
 - Fully Responsive Website Based on Premium Theme Framework
 - Content Integration and Layout - Up to 45 Pages
- Fully Responsive Mobile-First Design
 - Website style sheets customization for multi-device usage
 - Website file set customization for multi-device usage
 - Mobile-First Navigation Layout and UX
- Website Presentation Phase
 - Present Fully Working Website on Development Domain
 - Client Feedback Session
 - Up to Three Revision Rounds - Not to Exceed 6 Hours
 - Finalized Website Presentation

On Page Search Engine Optimization.....\$1,000

- Client Briefing and Keyword Development
- Total On-Page Website Optimization
 - Custom Title Tags & Meta Descriptions
 - Photo Titles & Alt Tags Based on Image Titles
 - Optimize Social Media Default Image
 - Structure Optimization, Permalink Optimization, & Sitemap Optimization
 - Google Analytics Integration & Setup

Team Training.....\$350

- Backend Website Training
 - FreshySites will provide 60 minutes of Backend Training to Client Via Screensharing/Conference Call
- Provide User Guide
 - FreshySites will Provide a User Guide/How to for up to the 5 Most Commonly Used Tasks on updating the website and provide to the client
- Additional Training Provided as Requested/Procured

SSL Certificate.....\$15/mo

- SSL Certificate on Server for Google Compliance
 - <https://security.googleblog.com/2016/09/moving-towards-more-secure-web.html>

Website Hosting, Backup, and Security.....\$75/mo

- Secure File and Database Hosting
 - Dedicated Hardware
 - Unlimited Data Transfer
 - Advanced Firewall

- CMS Security Update Management
 - Managed Automatic Security Upgrades
 - WordPress Minor Upgrades
 - WordPress Major Upgrades

- Nightly Full Data Backup and Storage and Malware Security Monitoring
 - One-Click Daily Restore Points for Files and Database
 - Full Backups Redundantly Stored on Amazon S3
 - 4x/Day File and Database Malware Scanning
 - External Penetration Testing via SecTheory and Sucuri

IMPORTANT NOTES

- 1) All content is solely owned by client upon project completion and final payment. This proposal does include initial configuration and setup. However, it does not include ongoing website management, ongoing support management, or ongoing management of any kind. FreshySites is proposing the above with the understanding that Client will be maintaining and managing the content, updates, changes, ongoing marketing efforts, etc. Any items outside of the initial setup will be subject to FreshySites' hourly rate of \$125/hr.
- 2) FreshySites is a front-end development company and utilizes plugins to develop and manage functionality of a website. FreshySites does not perform custom back-end development and all functionality requests must be scoped out separately if performed at all by FreshySites. Customized development of plugins that impact the plugins ability to function will not be performed by FreshySites. Any deviations in scope requests from original on boarding will be scoped separately as an addendum to the project.
- 3) If a project becomes dormant and client is unresponsive for longer than 90 days, and measures of good faith have been attempted to reach the client, client may be subject to a restart fee of 10% of project.

EXAMPLES OF WORK

FreshySites has worked on over 1,100 client projects in the past four years and has developed beautiful and fully-functional results.

It is highly recommended that you visit our full portfolio at:
<http://freshysites.com/portfolio-of-work/>.

PROFESSIONAL REFERENCES

The following is a list of current FreshySites clients. Please feel free to contact these references at your convenience to inquire about the levels and quality of services received from FreshySites.

Archie Catalfamo

Linton Hall School
www.lintonhall.edu
acatalfamo@lintonhall.edu
703-368-3157

Erik Briceno

V2 Systems
www.v2systems.com
e.briceno@v2systems.com
703-361-4606 x 105

Joe Singleton

ABLE Moving
www.ablemoving.com
joe@ablemoving.com
703-330-3772

Dave Morton

Heritage Financial
www.heritagefinllc.com
dmorton@heritagefinllc.com
703-754-1233

Calvin Freas

Daniel Morgan Graduate School
www.dmgs.org
freas@dmgs.org
202-838-1528

Anthony Maione Jr.

Core Management Services
www.janitorialinspection.com
afmaione@coreamerica.com
877-583-9292

Melanie Simpson

Maryland Wine Pass
www.marylandwinepass.com
melaniesimpson@virginiawinepass.com
910-546-8960

Sarah Son

American College of Obstetricians
www.womenspreventivehealth.org
sson@acog.org
800-673-8444

PROJECT TIMELINE

FreshySites will begin work once initial payment is received. Estimated time to completion is outlined below.

Week One: Creative Brief & Kick-Off Meeting

FreshySites will conduct a kick-off meeting and creative briefing session with client to understand the project, design and layout specifics.

Week Two: Mock Ups

Based on week one's creative brief, FreshySites will create three specific JPEG files reflective of options for the website home page design. These files are not final, but instead provide both the client and FreshySites a physical representation of design and aesthetic direction for the project.

Client selects one of the mockups and provides valuable insight and feedback in terms of likes, dislikes, changes, modifications, etc. FreshySites will create revised home page mock ups if applicable.

Week Three-Four: Sitemap & Content Provided

FreshySites asks all clients to provide their desired sitemap and website content. Clients is responsible for writing and outlining content as necessary.

Weeks Four-Eight: Site Build

FreshySites takes direction from the mockup phase as well as the content outline and sitemap that has been approved, and builds out a working version of the website on the development server. The team will go through internal review, quality control, and revisions process before delivering a working link to the client for their review.

Weeks Nine-Eleven: Revisions and Launch

FreshySites presents working version of the website on the development server for client review. Client provides FreshySites with a list of updates, changes, revisions, etc. FreshySites makes suggested changes and re-submits to client for next revision round.

Week Twelve: Website Launch

Fully approved development website is published to FreshySites Live Server and made live via primary domain name.

****Important Notes on Timeline****

FreshySites cannot move forward with the build process without content.

FreshySites reserves a minimum of four weeks to complete the website build from the time all content is received.

A revision round at any phase requires an approximate one week turn around. Any additional revisions may add to the estimated timeline. Expedited revisions can be procured at an additional cost.

AGREEMENT

Town of Occoquan (hereafter known as "Client") agrees to enter into the marketing program update initiative as outlined above. Client agrees to FreshySites terms of service located at <https://freshysites.com/terms/>. Any changes or deviations to the scope of work may result in additional fees. FreshySites, will not adjust or modify the scope of work outlined in this proposal without the prior consent of Client. Further, Client understands that the agreement of the outlined timeline for this project is contingent on certain expectations of Client to gather and provide necessary information and data to FreshySites. In addition, to the fullest extent permitted by law the client shall indemnify and hold harmless FreshySites from and against claims, damages, losses and expenses, including but not limited to attorney's' fees, arising out of or resulting from performance of the Work. Client agrees to pay FreshySites all project fees at project onset. Client agrees to start monthly services at project onset with a corporate credit card.

MEMBER, FRESHYSITES:

A handwritten signature in black ink, appearing to read "Vincent Commey", is written over a vertical line that serves as a signature separator.

DATE SIGNED: 4/2/18

CLIENT REPRESENTATIVE:

DATE SIGNED:



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 I: Request to Approve After-the-Fact Snow Removal Expenditures	

Explanation and Summary:

Due to the number of snow/ice events this past winter, the Town exceeded its snow removal budget of \$5,000 for FY 2018 by \$1,273.75. Since December, there have been eleven snow/ice events that have required snow and ice removal and pretreating activities totaling \$6,273.75.

Account 62000, Contracts, is projected to come in under budget in FY 2018 due to savings realized from a renegotiated refuse collection contract. The total amount budgeted in Contracts (62000) under Public Works is \$81,500. With the additional costs for snow removal and the contracted costs for Landscaping and Refuse collection, the account is projected to come in under budget by approximately \$7,052.

Event Date(s)	Activities/Impact	Cost
12/9/17 - 12/10/17	Pretreat Hills, Sanding - Wintry Mix	\$603.75
12/15/17	Sanding Hills - Light Snow	\$236.25
12/30/17	Sanding Hills - Light Snow	\$236.25
1/3/18 - 1/4/18	Winter Storm - Pretreat, Sanding, Plowing, Salting	\$1,717.50
1/8/18	Pretreat Hills - Wintry Mix	\$315.00
1/16/18 - 1/17/18	Pretreat Hills and Treat - Wintry Mix	\$690.00
2/4/18	Pretreat Hills - Wintry Mix	\$367.50
2/7/18	Pretreat Hills - Wintry Mix	\$367.50
2/17/18	Treat Hills - Wintry Mix	\$367.50
3/12/18	Pretreat Hills - Wintry Mix	\$315.00
3/21/18	Winter Storm - Plowing, Salting, Sanding	\$1,057.50
Total Cost to Date		\$6,273.75
FY 2018 Budget		\$5,000.00
Overage		\$1,273.75

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$1,273.75

Account Number: 62030 - Public Works - Contracts - Snow Removal

Proposed/Suggested Motion:

"I move to approve after-the-fact snow removal activities in the amount of \$1,273.75."

OR

Other action Council deems appropriate.

Attachments: None.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 J: Request to Appoint Members to Boards and Commissions	

Explanation and Summary:

The Town Council appoints members to the Town's Architectural Review Board and Planning Commission. Currently, there is one member on the Planning Commission and one member on the Architectural Review Board whose terms are expiring. Both Individuals have expressed an interest in being reappointed and continuing to serve on their respective boards.

Planning Commission

Eliot Perkins, 4/10/2018 (fulfilled the unexpired term of a previous Commissioner)
Four (4) Year Term

Architectural Review Board

Stewart Emenheiser, 4/2/2018 (fulfilled the unexpired term of previous Board member, serves as Business representative on ARB)
Three (3) Year Term

Town Manager's Recommendation: Recommend appointment of members to Boards and Commissions.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to appoint Eliot Perkins to the Planning Commission and Stewart Emenheiser to the Architectural Review Board, effective May 2, 2018."

OR

Other action Council deems appropriate.

Attachments: None.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2018
8 K: Request to Appoint Members to Arts and Crafts Show Exploratory Committee	

Explanation and Summary:

The Town Council established an Arts and Craft Show Exploratory Committee during their April 3, 2018 meeting and directed staff to reach out to the community to apply for appointment to the Committee. This is a request for the Town Council to review the applications and appoint members.

Town Manager's Recommendation: Recommend appointment of members to Committee.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to appoint _____ to the Arts and Crafts Show Exploratory Committee."

OR

Other action Council deems appropriate.

Attachments: (1) Committee Charter

ARTS AND CRAFTS SHOW EXPLORATORY COMMITTEE CHARTER

Approved by Town Council: April 3, 2018

BACKGROUND

The Occoquan Arts and Craft Show (“Show”) has been held within the Town of Occoquan for the past 50 years. It has evolved over the years from a small event held in an open lot to a large two-day outdoor street festival that sees more than 10,000 visitors to the town. The Town of Occoquan has also changed within this time, growing from approximately 300 residents to more than 1,000, with new residential developments and commercial redevelopment, and a flourishing downtown historic business district.

As the community continues to grow and change, this event must be reviewed to ensure it is meeting its intended goals:

- Enhance the Town of Occoquan as a center for living, shopping, dining, art, and history.
- Generate funds for town capital projects and other town financial needs.

PURPOSE

The Arts and Craft Show Exploratory Committee (“Committee”) will review the purpose and goals of the Show and provide recommendations to Town Council on the future of the Show.

COMMITTEE STRUCTURE AND MEMBERSHIP

The Committee will be a special committee and will serve until final recommendations are provided to Town Council as detailed in this document.

The Committee will consist of ten (10) members, including the following requirements:

- Four (4) members of the business community, with one (1) being a member of the Occoquan Merchants Guild, and having a goal of obtaining a wide representation of business types from the community;
- Four (4) residents with at least one (1) owning property outside of the historic district and one (1) owning property within the historic district;
- Town Manager; and
- Events and Community Development Director.

Town Council will consider and appoint all members.

The Events and Community Development Director will serve as Chairperson. At the first meeting, the Committee will designate a Co-Chair to serve in the absence of the Chair.

MEETINGS

The Committee will meet on a regular basis as agreed upon by members of the Committee. At every meeting of the Committee, the Committee will designate a member to be responsible for preparing minutes. The Committee will review and approve minutes at the beginning of each meeting and submit to the Town Clerk for record retention by the Town of Occoquan.

COMMITTEE RESPONSIBILITIES

The Committee will meet on a regular basis to discuss, analyze, and prepare recommendations and a final report to the Town Council on the future of the Show. The Committee will evaluate and provide recommendations that support the goals of the Show, including:

1. Enhancing the Town of Occoquan as a center for living, shopping, dining, art, and history.
2. Generating funds for town capital projects and other town financial needs.

The Committee may also review the goals and include recommended changes within the report.

In preparing its recommendation, the Committee will consider a variety of factors that impact the Show including, but not limited to:

1. Availability of quality arts and crafts vendors.
2. Shopping patterns (online vs. in-person).
3. Challenges of hosting a multi-day, outdoor street event.
4. Generational impact on arts and crafts development, and shopping patterns.
5. Ability to generate at least \$120,000 in annual net revenue for town capital projects.
6. Competing events; number of similar events in region.
7. Impact on residents and businesses.
8. Community demand for events, including type, frequency, etc.
9. Goals of events: quality of life, revenue generating, tourism impact.
10. Community and business input.
11. Other current town and business events.

The Committee will have approximately six months to provide a final report and recommendation to the Town Council on the future of the Show, with a presentation to Town Council scheduled for the November 2018 work session. Recommendations will be considered for implementation no earlier than the 2019 Fall Show, or as determined and directed by the Town Council.

TIMELINE

Below is a proposed timeline to achieve main charter objectives:

Activity	Date
Town Council approves committee charter	April 3, 2018
Town Council appoints membership	May 2, 2018
Initial Organizational Meeting <ul style="list-style-type: none">• Establish meeting dates/times• Appoint Vice-Chair, Secretary	Early May
Research period <ul style="list-style-type: none">• Develop community engagement plan/tools• Identify/request necessary resources• Develop and execute research plan	May - August
Community Engagement Meeting	September
Draft Report Prepared	October
Final Report Prepared	November
Presentation to Town Council	November 20, 2018

REPORT

The Committee will prepare a report and present to the Town Council in November 2018. At a minimum, the report will include the following:

1. Description of the Issue
2. Factors Considered
 - a. Community/Residential Input
 - b. Business Input
 - c. Show Goals/Objectives
 - d. Other Factors
3. Recommended Actions
 - a. Recommendations
 - b. Implementation Time Line
 - c. Fiscal Impact
 - d. Community Impact
4. Next Steps