



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

May 2, 2017 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
 - a. April 4, 2017 Regular 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 2018 Budget and Tax Rates
 - b. Request to Approve Vistas at Occoquan As-Builts
 - c. Request to Approve FY 2018 Landscaping Contract
 - d. Request to Award Contract and Appropriate Capital Funds for Repairs to Asphalt and Speed Bumps on Poplar Alley to Prince William County Public Works
 - e. Request to Approve Repairs to Water Lines at Mamie Davis Park
 - f. Request to Appoint Members to Boards and Commissions
 - g. Request to Approve Resolution to Designate Mayor Elizabeth Quist to Perform the Duties of the Town Manager
9. **Closed Session**
10. **Adjournment**

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 4, 2017
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; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Stan Orndorff, The Engineering Groupe; Chris Coon, Town Clerk; Adam Linn, Interim Chief of Police

1. Call to Order

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

2. Pledge of Allegiance

3. Citizens Time

Lance Houghton, 440 Mill St., stated that he wanted to address the Town regarding two events that have taken place at Rockledge Mansion and "spilled out into the street." He stated that he now has the ability to turn away clients that are in search of similar services.

Steve Vonderheid, 311 Mill St., wanted to know what Town Council was planning on doing to enforce noise and sidewalk ordinances during events similar to the Rockledge parties previously mentioned. He also inquired about the Town Vehicle Licensing Fee and when residents were required to obtain the Town's vehicle license fee and when individuals could be ticketed for not displaying the vehicle license fee decal.

4. Approval of Minutes

It was moved to approve the minutes of the March 7, 2017 Regular Meeting, and the March 21, 2017 Work Session Meeting.

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

5. Councilmember Reports

Councilmember Fithian reported that Riverfest will be held on May 13, 2017, and that Occoquan Art on the Block will be held on the same day.

Vice Mayor Sivigny announced that the VFW will be hosting a horse parade and BBQ lunch on May 6, 2017. Vice Mayor Sivigny asked that the Town Manager reach out to the VFW to ensure proper coordination for the event between the Town and VDOT.

6. Mayor's Report

No Report.

7. Staff Reports

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

- i. Kiely litigation-** There has been a notice of litigation delivered from Mr. and Mrs. Kiely indicating that they felt their civil rights have been violated. They felt those violations came from actions or inactions taken by the Town; this matter has been referred to our insurance carrier. Staff has been instructed to brief Mr. Crim on any further communication with Mr. Kiely. In the current litigation between Mr. Kiely and Mr. Houghton and the appeal from the State Technical Review Board, there is a motion to consolidate those two cases and set them for another date. The Town will not take a position on those matters.
- ii. Rivertown Overlook-** The development document review has been completed.
- iii. General Assembly Items-** The Governor has recommended amendments to the cell phone infrastructure bill. The short-term rental bill, Airbnb, has been signed by the Governor. This bill will allow the Town to require registration from Airbnb and similar rental properties.
- iv. Town Manager Leave-** With Kirstyn Jovanovich's upcoming leave, there is a need for a designation by Council of an Acting Town Manager or someone to perform the duties of the Manager. Mr. Crim stated he would have draft resolution in the next couple weeks for action at the May 2, 2017 meeting.

Councilmember McGuire inquired about Mr. Kiely's complaints in regards to the notice of litigation. Mr. Crim stated that there are three main complaints: (1) Mr. Kiely stated that the Town should not have required him to abate the nuisance on his property when the sewer line leaked; (2) Mr. Kiely also complained about the Town not permitting him to cut and cap the sewer line after the State Technical Review Board overruled the Local Technical Review Board, but before the Court had heard there was an appeal in the Circuit Court; and (3) Mr. Kiely stated that the Town did not act as quickly to his complaint of Building Code violations at 440 Mill Street as they did when notified by Prince William County Health Department there was sewage on his property.

- B. Town Engineer:** Mr. Reese, Town Engineer, submitted a report as part of the meeting agenda. No questions were received.
- C. Building Official:** Mr. Barbeau was not present, however, his report was submitted as part of the meeting agenda. No questions were received.
- D. Town Manager:** Ms. Jovanovich submitted a manager's report as part of the agenda. Ms. Jovanovich went into further detail about the Occoquan clean-up day scheduled for April 22, 2017, from 9 am to 12 pm. She also stated that there was a 5k Run scheduled for April 23, 2017 starting at 8:30 am, after which a tree planting ceremony will be held at 11:00 am. She reminded Council of the Public Hearing on Proposed Tax Rates on April 25, 2017.

Councilmember McGuire inquired about why the Chief of Police/Town Sergeant job advertisement was closed after three weeks. Ms. Jovanovich stated that the process taken to advertise for this position was done at the direction she received from the Town Council after discussing the process, position description and position notice.

Vice Mayor Sivigny inquired about when the flag on the flag pole at Mamie Davis Park would be returned. Ms. Jovanovich stated that the Town's landscaper will be trimming the tree back, after which the flag will be returned to the pole.

- E. **Town Treasurer:** Ms. Jovanovich, Acting Town Treasurer, submitted the treasurer's report as part of the meeting agenda. No questions were received.
- F. **Chief of Police:** Interim Chief Linn provided his March 2017 report with the agenda packet. Chief Linn went into further detail regarding a new auxiliary police officer, Kevin Anderson, who is about to begin working with the Town of Occoquan. Chief Linn clarified that the Town Code requires that all vehicles garaged within the Town of Occoquan are required to display an annual Vehicle License Fee decal. Mr. Crim further noted that enforcement is permitted on private property if in plain sight from the public right of way.

Chief Linn stated that he took a proactive approach in regards to the Rockledge Mansion event as soon as he found out the number of potential participants. He stated that the Town was notified of the event by Mr. Houghton and Chief Linn worked with Mr. Houghton and the Prince William County Police Department to ensure that the event did not negatively impact the community. Chief Linn provided a detailed explanation of steps taken to prepare for the event and the town's public safety response.

Mayor Quist and Vice Mayor Sivigny commended Chief Linn for his coordination with Prince William County, and adjusting his schedule to ensure the Town was prepared and staffed for the event.

Councilmember McGuire inquired if Mr. Houghton allowed the event promoter to act with no oversight from Mr. Houghton. Chief Linn indicated that was not the case and that Mr. Houghton ensured that all of Chief Linn's concerns were addressed prior to the beginning of the event.

Councilmember McGuire inquired about any ordinances that would allow the Town to stop events of this size. Ms. Jovanovich stated that she would put this topic on a future work session for discussion by the Town Council.

- G. **Boards and Commissions:** Councilmember Dawson stated that Architectural Review Board met and approved two (2) Exterior Elevation applications, and that the updated design guidelines will be finalized at the next meeting.

8. Public Hearing on Proposed Fiscal Year 2018 Budget

Mayor Quist opened the public hearing at 7:34 p.m. and invited the public to provide comments on the Proposed FY 2018 Budget. No citizens spoke.

Mayor Quist closed the public hearing at 7:35 p.m.

9. Regular Business

9A. Request to Award Contract for Trail Improvements at River Mill Park

It was moved to award a contract to Prince William County Public Works Department for trail improvements at River Mill Park, including pavement and concrete installation, and set a not to exceed amount of \$82,000 from the FY 2017 CIP Fund.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember Dawson that the Action Item be approved. Motion passed by poll vote, 4-1. Ayes: Vice Mayor Sivigny, Councilmembers Fithian, Drakes, Dawson. Nay: Councilmember McGuire.

9B. Request to Approve Parking Designations on Ellicott Street

It was moved to prohibit on-street parking on Ellicott Street north of Center Lane to Commerce Street utilizing yellow curb painting and no-Parking signs as appropriate.

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

9C. Request to Appropriate Funding for Business Guild 2017 Ad Request

It was moved to approve the Town's purchase of an ad in the Discover Prince William 2017-2018 Visitor's Guide in the amount of \$2,592.

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

9D. Request to Accept FYE 2016 Financial Audit

It was moved to accept the Fiscal Year End June 30, 2016 Financial Report.

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

9E. Request to Adopt Multi-Jurisdictional Hazardous Mitigation Plan Update

It was moved to approve adoption of the multijurisdictional Northern Virginia Hazard Mitigation Plan and authorize the Mayor to execute the proposed plan adoption resolution.

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

9F. Proclamation for Arbor Day

It was moved to approve the 2017 Arbor Day proclamation.

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

10. 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, and promotion of particular Town officers or employees. Also, Virginia Code Section 2.2-3711(A)(3) a matter involving acquisition of real property within Town limits for public purposes. Also, Virginia Code Section 2.2-3711(A)(7) consultation with legal counsel, or another matter requiring advice of counsel, specifically the Miller Brothers claim. Councilmember Fithian seconded. The motion carried unanimously. Closed Session began at 8:01 p.m.

The Council came out of closed session at 9:16 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.

It was moved to appoint Carla Rodriguez as Town Treasurer contingent upon a background check and allocate not more than \$6,000 for closure of contract.

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

It was moved to direct the Town Attorney to proceed as discussed during the Closed Session on the Miller Brothers issue.

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

11. Adjournment

The meeting was adjourned at 9:18 p.m.

Christopher Coon
Town Clerk



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TOWN MANAGER
Kirstyn Barr Jovanovich

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

Town Engineer's Report Town Council Meeting - May 2, 2017

Kayak/Canoe Launch - update from last report

Invitation for Bid (IFB) advertised March 15, 2017. Single bid received April 21, 2017, and will need to be reviewed by Town Council for potential approval and/or decision to re-advertise. Construction would start after June 30, 2017, due to "time of year" restriction for anadromous fish in Occoquan River.

Tanyard Hill property - no change from last report

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

Vistas at Occoquan - update from last report

Bond release process started by D. R. Horton. As-builts resubmitted and now ready for Town Council approval. Request for certification on stormwater management facilities.

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

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

Gaslight Landing Maintenance Bond Release - no change from last report

Inspected property in January and sent notice to developer on status of plantings as per the approved Landscape Plan. Staff will monitor health of plantings through spring to ensure stability, then request bond release. Staff met with HOA to discuss replacement plantings to ensure continued compliance with project's overall landscape plan.

Rivertown Project - no change from last report

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

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

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

River Mill Park - update from last report

Update by The Engineering Groupe.

Kiely Court Project - no change from last report

Owner continues to accomplish tasks as needed to have project started. On-going process, but awaiting final resolution of sanitary sewer lateral building code appeal.

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

Community outreach meeting held on April 20, 2017.

-END-



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Kirstyn Barr Jovanovich

BUILDING OFFICIAL
Joseph E. Barbeau, Jr.

APRIL 2017 REPORT TO THE TOWN COUNCIL BUILDING OFFICIAL REPORT

PERMITS ISSUED

No new permits have been issued this month.

CERTIFICATES OF OCCUPANCY ISSUED

Permanent Certificate of Occupancy was issued to Crepe and Grind, 301 Commerce Street, Units D & E, on 4/25/2017.

INSPECTIONS

Date	Activity
4/19/2017	Final Inspections for all trades were conducted, and passed, at 301 Commerce Street, Units D & E, for Temporary CO Issuance.
4/25/2017	CO Inspection at 301 Commerce, Units D & E, after acceptance by PWC Health Dept., punch list is complete and inspections were passed. CO Issued.

DOCUMENT REVIEW

No documents are currently under review.

ACTIONS

No actions are underway at this time.

RECOMMENDATIONS

There are no recommendations for the Council at this time.

OTHER

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

End of Report, submitted on 4/25/2017.



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Town Manager's Report Town Council Meeting - May 2, 2017

Mamie Davis Damage and Repairs

A majority of the brick repairs have been completed. Replacement sod will be installed after repairs to the irrigation system are completed, which were damaged during repair work.

River Mill Park Trail Repairs

The Town has contracted with Prince William County to pave the trail inside River Mill Park. Work is expected to begin on May 1, 2017.

Washington Street - Angled Parking Request

VDOT has advised that if angled parking were to be installed along Washington Street, between Commerce and Mill Streets, approximately five spaces would be lost. VDOT has recommended that if the Town wishes to angle the parking spaces, to schedule it for when Washington Street is repaved; it is not on the pavement schedule for 2017. In the interim VDOT will have straight arrows painted on the pavement to enhance that Washington Street is one-way. Direction is needed from Council to determine how to proceed in regards to angled parking spaces on Washington.

LOVE Sign Damage

The LOVE Sign in River Mill Park was damaged on Saturday, March 25, 2017. Staff is working to repair the sign. We are continuing to investigate how the sign was damaged.

Treasurer and Events Director Update

The Town has hired and completed on boarding for Carla Rodriguez, Town Treasurer, and Julie Little, Events and Community Development Director.

Zoning and Subdivision Update

We have entered into a contract with Burns & McDonnell to conduct the zoning and subdivision review and update. A community meeting to obtain community input regarding the update to the zoning and subdivision ordinances was held on Thursday, April 20, 2017, at 7:00 p.m.

Upcoming Events

- The KPWB 5K has been rescheduled to Sunday, April 30, 2017, due to expected inclement weather. This event is rain or shine. Roads will be closed from approximately 8 am to 10 am in the event area.
- The Town Cleanup Day has been rescheduled to Saturday, April 29, 2017 due to inclement weather. Volunteers are needed; check-in at Town Hall between 9 am and 12 pm.
- VFW will host a parade featuring horses on Saturday, May 6, 2017 along Mill Street beginning at 9 am. Roads will be closed from approximately 8 am to 10 am for the parade.
- Art on the Block, sponsored by the art galleries of Occoquan, will be held on Saturday, May 13, 2017, from 1 pm to 5 pm in the historic district. Riverfest is also scheduled for May 13.
- The Blessing of the Fleet will be held on Saturday, May 20, 2017.
- The Occoquan Arts and Crafts Show will be held on Saturday, June 3, and Sunday, June 4, 2017.



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TOWN TREASURER
 Carla M. Rodriguez

Town Treasurer's Report Town Council Meeting - May 2, 2017

Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Financial Audit	Draft Presented	FYE 2016	Council Adopted - April 4, 2017
Meals Tax Audit		None	To be undertaken by new Treasurer
BPOL Audit		2012 License Year	To be undertaken by new Treasurer

Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Pink Bicycle Tea Room	5	4/24/17	Not Compliant

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

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Fore, Ernest J	3	\$454.32	12/28/16	Not Compliant
Houghton, Lance	2	\$160.08	12/28/16	Not Compliant
Selecman, James	4	\$296.52	10/4/16	Not Compliant

Other Items of Note

None.



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

Occoquan Police Department

Monthly Town Council Report May 2, 2017

Departmental Goals

(Set by Town Council in February 2016)

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

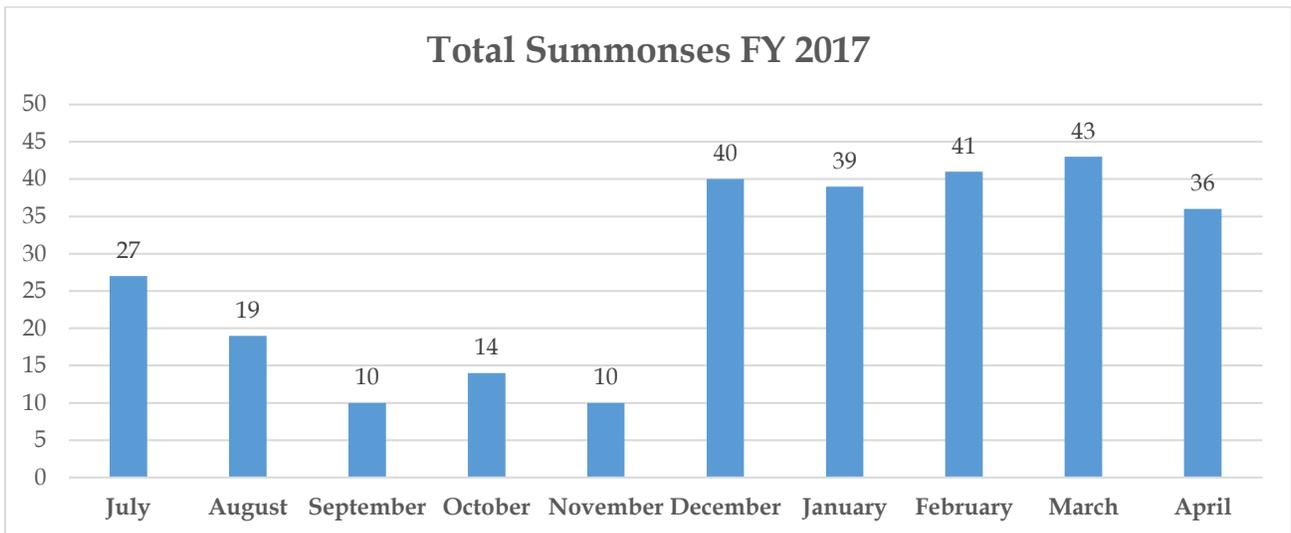
Significant Incidents

Nature	Date	Location	Details
Code Enforcement	3/30/2017	Town	Observed unauthorized building occurring on Poplar Lane. Had workers stop until proper permit received.
Code Enforcement	3/30/2017	Town	Observed unauthorized building occurring on Edgehill Drive. Had workers stop until proper permit received.
Fraud Complaint	3/31/2017	Pennsylvania	Received a complaint regarding an alleged ice cream truck business in Town that had sold a truck to a person in PA. Investigated and provided complainant with information regarding how to determine if a real business and what law enforcement agency to contact.
Drug Complaint	4/4/2017	Town	Dispatched to Mill St. address for complaint of teens smoking marijuana. Investigated and found no evidence of drugs.
Court	4/6/2017	Manassas	Attended General District Court

Medical Complaint	4/7/2017	Town	Medic unit and EMS was dispatched to a business on Union St. to respond to a medical emergency of a customer.
Trespassing Complaint	4/10/2017	Town	Received a complaint from Fairfax Water that an individual was illegally on their property behind the park. The person was stopped, identified and escorted off the property.
Fishing Complaints	4/10/2017	Town	Received complaints of persons fishing from the Town dock.
Trespassing Complaint	4/11/2017	Town	Received complaint of persons fishing behind Museum in the restricted ruins area. Two people were stopped, identified, and escorted off the property after they cleaned up the trash in the area.
Fraudulent Identification	4/12/2017	Cyber	Received a complaint from a resident that someone had stolen her work identity and was attempting to collect money from a client (all outside Town jurisdiction). Referred to FBI, FTC, and Prince William County Police.
Animal Complaint	4/12/2017	Town	Dispatched to river behind 305 Mill Street for an animal in a cage floating in the river. Investigated and contacted animal control to assist in removing a dead beaver and beaver trap from along the jetty.
Illegal Dumping	4/20/2017	Town	Received a complaint from a business on Mill St. that five paint and grout buckets had been illegally dumped next to their dumpster on Poplar Alley. Investigated and contacted the owner of the paint. Materials were removed.
Service Call	4/21/2017	Town	Received a complaint of blood around River Mill Park. Investigated and found trail of significant blood from river up to Mill St. - determined a fisherman injured hand on rocks and left to get treatment.
Disabled Motorist	4/22/2017	Town	Assisted a disabled motorist in Town with a dead battery.

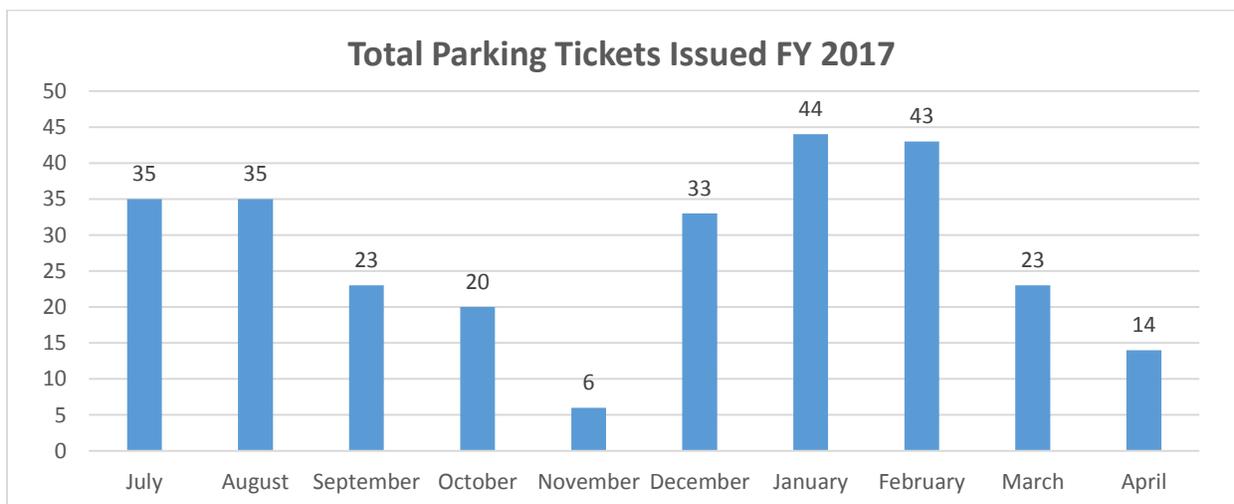
Suspicious Call	4/24/2017	Town	Received a call from a resident that a group of teens were going to River Mill Park with cans of paint. Responded to park and determined it was a "Prom-posal."
Auto Accident	4/25/2017	County	Dispatched to a two car accident on Gordon Blvd near 7-Eleven. Assisted County Officers with accident since outside Town jurisdiction.

Traffic Summonses FYTD ¹



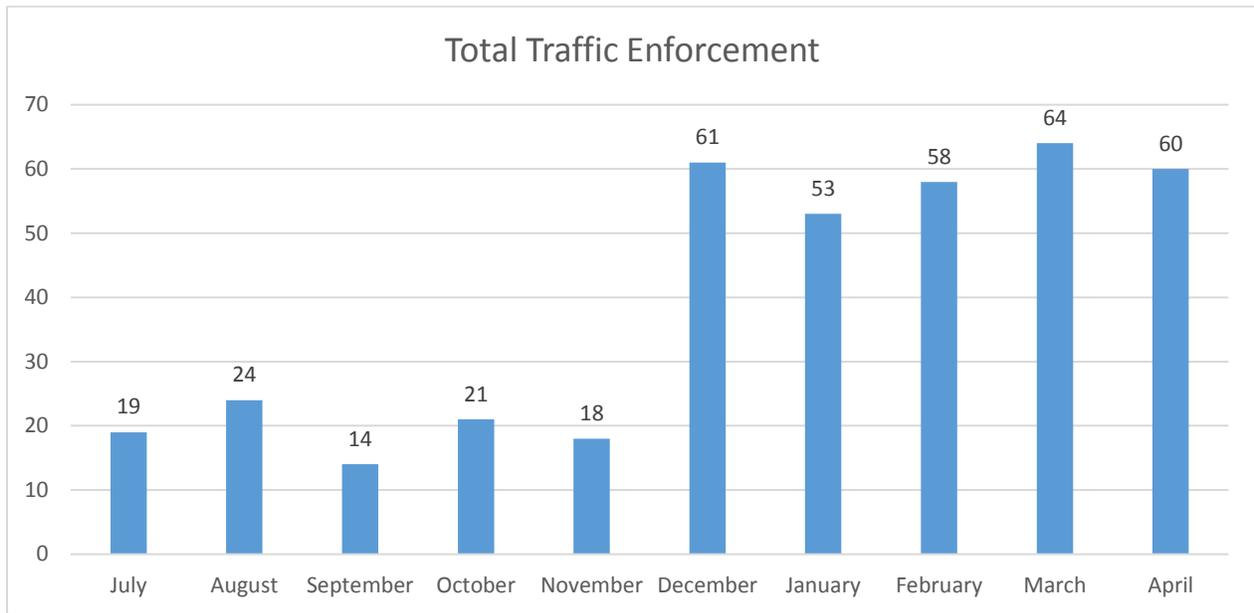
¹Goals 1, 2

Parking Tickets Issued FYTD ²



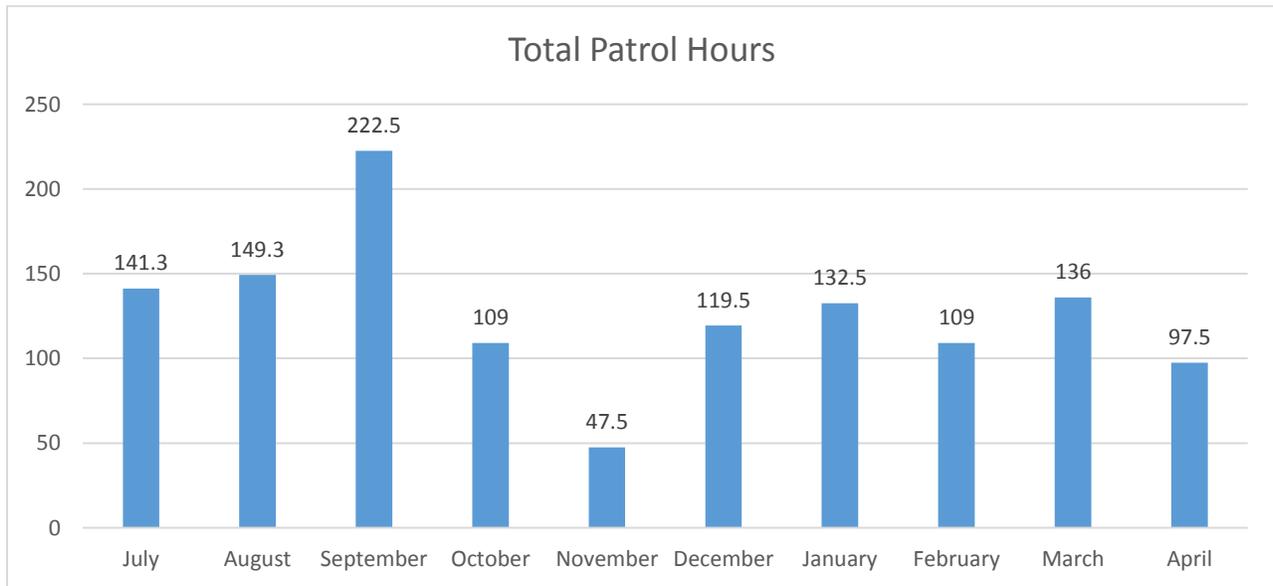
²Goal 2

Traffic Enforcement FYTD³

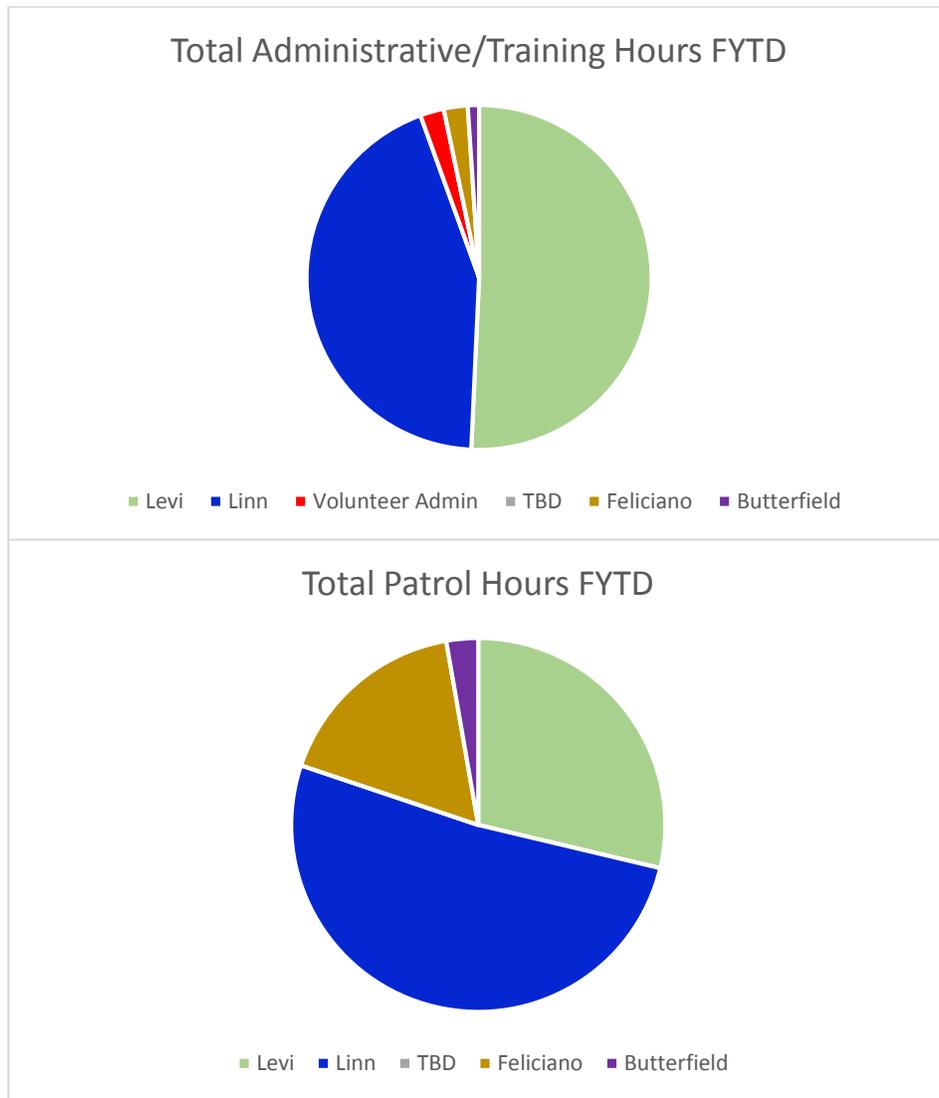


³Goal 2

Patrol Hours FYTD⁴



⁴Goals 1, 2, 3



Community Relations

- Met with PWC Police staff to discuss a speeding survey (using Speed Board) on Poplar Lane and Washington Street.
- Met with Keep Prince William Beautiful (KPWB) on 5k run in Town.
- Spoke with event planner for a private event on Mill St. and provided contact information for Prince William County Police.
- Met with PWCPD district commanders to discuss events in Town and police response coordination.
- Met with members of the VFW to discuss Warrior Derby Parade and to work out VDOT closures.
- Attended Tree Planting in Mamie Davis Park.
- Scheduled to meet with members of Occoquan Pointe and Barrington Pointe HOA’s to discuss parking and vehicle compliance concerns.
- Engage in foot and vehicle patrols in Town, as well as stop sign and speed compliance details.

Current Initiatives

- Working on obtaining traffic/speed boards for use on Poplar Lane and Washington St.¹
- Updating General Orders; currently reviewing General Orders of similar small police departments as well as working with VML to finalize Department's General Orders.²

¹Goal 2

²Goal 5



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: May 2, 2017
8 A: Request to Adopt and Appropriate Fiscal Year 2018 Budget and Tax Rates	

Explanation and Summary:

The Town began its FY 2018 budget process in October 2016 and held three budget work sessions to discuss the proposed budget on January 17, February 21, and March 7, 2017. In addition, the Town Council held a public hearing to obtain public input on the proposed budget on April 4, and on the proposed tax rates on April 25, 2017.

The final 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 2017 Adopted	FY 2018 Proposed	Difference	Increase/ (Decrease)
General Fund	Revenues	\$685,415	\$719,010	\$33,595	4.9%
	Expenditures	\$685,415	\$719,010	\$33,595	4.9%
Craft Show Fund	Revenues	\$217,125	\$216,390	(\$735)	(0.3%)
	Expenditures	\$104,108	\$108,120	\$4,012	3.9%
Mamie Davis Fund	Revenues	\$2,000	\$4,100	\$2,100	105.0%
	Expenditures	\$2,000	\$2,000	\$0	0.0%
Capital Improvement Fund	Revenues	\$0	\$100,000	\$100,000	
	Expenditures	\$337,000	\$291,500	(\$45,500)	(13.5%)

Town Manager's Recommendation: Recommend adoption and appropriation of FY 2018 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 2018 beginning July 1, 2017: 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 2018 Budget beginning July 1, 2017 as presented in the amount of \$719,010 and appropriate the funds for the expenditures shown in the budget.”

AND

“I move to adopt the Fiscal Year 2018 Capital Improvement Plan beginning July 1, 2017 as presented in the amount of \$291,500 in expenditures and \$100,000 in revenue, and appropriate the funds for the expenditures shown in the budget.”

AND

“I move to adopt the Fiscal Year 2018 Mamie Davis Fund beginning July 1, 2017 as presented in the amount of \$2,000 in expenditures and \$4,100 in revenue, and appropriate the funds for the expenditures shown in the budget.”

AND

“I move to adopt the Fiscal Year 2018 Craft Show Fund beginning July 1, 2017 as presented in the amount of \$216,390 for revenues and \$108,120 for expenditures and appropriate the funds for the expenditures shown in the budget.”

Or

Other action Council deems appropriate.

Attachments (0) None.

The full FY 2018 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, 2017
8 B: Request to Approve Vistas at Occoquan As-Built	

Explanation and Summary:

A final as-built drawing is required to be submitted as part of the bond release procedure to verify that improvements have been installed in general conformance with the approved site plan. Approval of the as-built drawing does not release the bond. This is a request to approve the As-Built for the Vistas at Occoquan project.

Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to approve Vistas at Occoquan Final As-Built Drawings."

OR

Other action Council deems appropriate.

Attachments: (2) Vistas at Occoquan As-Built Drawings - Staff Report
Vistas at Occoquan As-Built Drawings



TOWN OF OCCOQUAN

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

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

TOWN MANAGER
Kirstyn Barr Jovanovich

STAFF REPORT TOWN OF OCCOQUAN

Vistas at Occoquan – As-built Plan

Date: April 20, 2017

Applicant: Patrick Williams, DR Horton

Prepared by: Ned Marshall

PART I

A. EXECUTIVE SUMMARY

A final as-built drawing is required to be submitted as a part of the bond release procedure to verify the improvements have been installed in general conformance with the approved site plan. Approval of the final as-built drawing does not release the bond.

B. DESCRIPTION OF PETITION

The applicant requests the approval of the final as-built drawing.

C. APPLICABLE REGULATIONS

1. Sec. 54-169 (j) (5) Final As-built Drawings

PART II

A. ANALYSIS OF EXISTING CONDITIONS

DR Horton has submitted an as-built drawing for review. Upon review of the plan, the information provided is in general conformance with the approved plan. Water and sanitary sewer appurtenances are governed by a separate bond and will be as-built by the Prince William County Service Authority and are not included in the submission.

PART III

STAFF CONCLUSIONS

It is the opinion of staff that this as-built meets the requirements of town code and therefore recommended for approval.

PREPARED BY: Ned A. Marshall, L.S. Zoning Administrator
DATE PREPARED: April 20, 2017





TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2017
8 C: Request to Approve FY 2018 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 2018, with no changes proposed to the contract with amendments approved in FY 2017. Virginia Lawn Service has performed well over the last two 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 Budget: \$14,000

FY 2018 Contract: \$17,375

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$17,375

Account Number: Operating - Public Works - Contracts - Landscaping

Proposed/Suggested Motion:

"I move to approve the FY 2018 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 2018 Contract Extension
FY 2016 Contract - Landscaping Services
FY 2017 Contract Extension

**TOWN OF OCCOQUAN LANDSCAPING CONTRACT
FY2018 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, 2017 through June 30, 2018 for the scope of work as in the 2015 Contract plus the items added by amendment during the FY 2017 Extension with Amendment.

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 reseeding 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 reseeding 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 reseeding 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, 2017

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

[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

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, 2017
8 D: Request to Award Contract and Appropriate Capital Funds for Repairs to Asphalt and Speed Bumps on Poplar Alley to Prince William County Public Works	

Explanation and Summary:

The approved Fiscal Year (FY) 2017 Capital Improvement Plan includes an item for the repaving and repair of Poplar Alley between Ellicott and Washington Streets. The Town of Occoquan entered into a Mutual Aid and Assistance Agreement with Prince William County (PWC) in 2009 to provide assistance with public works projects and repairs.

A quote has been requested from PWC to repave the travel lane and replace the existing speed bumps with appropriately size speed tables. The quote will be provided during the meeting for Council consideration and review. During the summer of 2014, VDOT rated Poplar Alley's condition as 'Fair' with a rating of 62 out of 100.

The FY 2017 Capital Improvement Plan includes \$15,000 in funding for street maintenance work. In the FY 2017 Adopted Budget's Infrastructure and Building Maintenance Schedule's Street Paving Schedule, Poplar Alley was identified for repaving and speed bump rehabilitation within FY 2017.

If awarded, work will be scheduled to be completed prior to the end of the current fiscal year and town staff will work with County officials to coordinate the work with residents and businesses on and immediately adjacent to Poplar Alley.

Town Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: TBD

Account Number: FY 2017 Capital Improvement Fund

Proposed/Suggested Motion:

"I move to award a contract to Prince William County Public Works Department for the repair of asphalt and speed bumps on Poplar Alley from Ellicott Street to Washington Street and appropriate a not to exceed amount of \$_____ from the FY 2017 Capital Improvement Fund."

OR

Other action Council deems appropriate.

Attachments: (2) Capital Improvement Plan - FY 2017 Project Status Tracking
FY 2017 Street Paving Schedule

FY 2017 CIP Projects Tracking

Project	Category	Status	Budget	Actual	Difference	Notes
Town Hall Renovations	Building Maintenance/ Town Hall Renovations	COMPLETED	\$ 34,000	\$ 33,734	\$ (266)	Upstairs interior, exterior paint
Zoning Update	Zoning/Code Update	IN PROGRESS	\$ 20,000	\$ 33,022	\$ 13,022	Includes Legal Review and Community meeting
River Mill Park	River Mill Park Maintenance/ Trash Recycling Containers	IN PROGRESS	\$ 16,000	\$ 20,000	\$ 4,000	pet waste, sign, locks, trash cans gutters LOVE sign
River Mill Park	River Mill Park Project Overage	IN PROGRESS	\$ -	\$ 60,000	\$ 60,000	Construction Overage
River Mill Park	River Mill Park Trail Improvements	IN PROGRESS	\$ -	\$ 79,914	\$ 79,914	Installation of paved trail, curb and concrete
Document Management Project	Document Management Project	IN PROGRESS	\$ 10,000	\$ -	\$ (10,000)	Document Destruction
A/V Equipment Town Hall	A/V Equipment Town Hall	COMPLETED	\$ 5,000	\$ 5,993	\$ 993	
Stormwater Management	Stormwater Management	NOT STARTED	\$ 5,000	\$ -	\$ (5,000)	Intern, Grant, Mapping Project
Street Maintenance	Street Maintenance	NOT STARTED	\$ 15,000	\$ 20,000	\$ 5,000	Poplar Alley/Speed Humps, Spring 17
Intersection Improvements	Intersection Improvement	NOT STARTED	\$ 10,000	\$ -	\$ (10,000)	Install Crosswalk at Ellicott/Mill Spring 17
River Mill Park - Dehumidifier	River Mill Park	NOT STARTED	\$ -	\$ 5,000	\$ 5,000	Dehumidifier for downstairs
Due Diligence Research		IN PROGRESS		\$ 39,000		
Canoe Kayak Ramp	Parks	IN PROGRESS	\$ 140,000	\$ 10,000	\$ (130,000)	Ad/IFB prep, engineering (FY17)
Parking/Traffic Study	Parking Traffic Study	NOT STARTED	\$10,000	\$10,000	\$ -	FY17

\$ 265,000

Planned CIP by 6/30/17 \$316,663
Full Budgeted FY CIP \$337,000
Difference to Budget \$20,337

INFRASTRUCTURE AND BUILDING MAINTENANCE SCHEDULE**STREET MAINTENANCE - PAVING PROGRAM****Background**

During the summer of 2014, the Virginia Department of Transportation (VDOT) assisted the Town in rating the condition of its roads including River Road, Center Street, Poplar Alley, W. Locust Street, Cooper's Alley and McKenzie Drive. The following rating system was used in scheduling the repaving and maintenance timeline and is identified below for each section of roadway:

Acceptable			Deficient	
Excellent	Good	Fair	Poor	Very Poor
90-100	89-70	69-60	59-50	Less than 49

Street Paving Schedule

Status	FY	Street	From	To	VDOT Rating (2015)	Application
COMPLETED	2015	River Road	E. Locust Street	Dead End	38	Paving
Budgeted	2017	Poplar Alley	Ellicott Street	Washington Street	62	Paving
Budgeted	2017	Poplar Alley	Union Street	Washington Street	N/A	Speed Bump Rehab
Budgeted	2018	W. Locust Street	Washington Street	House #206	69	Paving
Budgeted	2019	Mill St Parking Lot	N/A	N/A	N/A	Paving
Budgeted	2020	McKenzie Drive	Ellicott Street	Fortress Way	70	Paving
Budgeted	2021	Center Street	Ellicott Street	Washington Street	79	Paving
	2022	Ellicott Street Parking Lot	N/A	N/A	N/A	Paving
	2025	Cooper's Alley	Mill Street	Dead End	84	Paving
	2026	Poplar Alley	Washington Street	Dead End	90	Paving



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2017
8 E: Request to Approve Repairs to Water Lines at Mamie Davis Park	

Explanation and Summary:

In January, a dump truck crashed through Mamie Davis Park, resulting in damage to brick work, iron fencing and landscaping. As part of the repair work, remediation of diesel fuel from the grounds was required. During that work, damage occurred to the Town's irrigation system within the park. Staff is currently working through insurance to address this new damage; however, repairs to the sod cannot be completed until the irrigation system is repaired. Most of this cost is expected to be covered through insurance.

In addition, during a recent inspection, it was found that the dock water lines were broken and are in need of repair. This request also includes repairs to the water system on the dock.

Dock Water System Repairs: \$1,500

Irrigation System Repairs: \$2,500

Total cost: \$4,000

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$4,000

Account Number: Mamie Davis Fund

Proposed/Suggested Motion:

"I move to approve repairs to the irrigation system and dock water lines in Mamie Davis Park in the amount of \$4,000 from the Mamie Davis Fund."

OR

Other action Council deems appropriate.

Attachments: (1) Repair Estimate

STATEMENT

C.D. IRRIGATION SERVICES, INC.
EVERCLEAN CO. • LANDSCAPING SVCS.
 6435 FRANCONIA ROAD
 SPRINGFIELD, VIRGINIA 22150

DATE	2/3/17
NUMBER	5970

(703) 719-6950 cdirrigation@verizon.net

TOWN OF DEERQUAN
MIAMIE DAVIS PARK

TERMS:

\$ 247.50

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
2017	SPRING START	175 -
	- DECK LINE BROKEN	
	- ZONE 1, BROKEN LINE (FIXED.)	
	- ZONE 2, MISSING RS LINE	
	* SET TO RUN EVERY DAY 7 MINUTES. ZONE 2 FOR GRASS.	
REPAIRS	ZONE 1 10:15 TO 11 AM FITTINGS.	67.50
		5
		<u>247.50</u>
	* REPAIRS NEED TO ADD TWO ZONES AND NEW 200' OF LINES: PVE \$2,500.00 DECK LINE NEED 300 NEW PVE LINE W/AUTOMATIC DRAINS \$1,500	

Thank You PAY LAST AMOUNT
IN THIS COLUMN



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2017
8 F: 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 open seat on the Planning Commission that is needed to be filled to meet the minimum membership requirements per the Town Code, and one open regular seat and one open alternate seat on the Architectural Review Board. We have received applicants for these positions for consideration by Council.

Town Manager’s Recommendation: Recommend appointing at least one member to the Planning Commission and at least one regular member to the Architectural Review Board.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

“I move to appoint _____ to the Architectural Review Board, effective May 2, 2017.

“I move to appoint _____ to the Planning Commission, effective May 2, 2017.

OR

Other action Council deems appropriate.

Attachments: (1) Town Code, Chapter 2, Article IV: Boards and Commissions

DIVISION 1. GENERALLY

Secs. 2-221—2-240. Reserved.

DIVISION 2. PLANNING COMMISSION

Sec. 2-241. 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.

Sec. 2-242. 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)

Sec. 2-243. Qualifications, appointment, removal, terms, 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)

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)

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. 2-246. 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. 2-247. 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)

Sec. 2-248. Duties.

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, 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. 2-249. 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)

Secs. 2-250—2-270. Reserved.

DIVISION 3. BOARD OF ZONING APPEALS*

Sec. 2-271. Establishment.

The board of zoning appeals created pursuant to authority contained in the Code of Virginia shall continue in force under the provisions of this division.

(Code 1981, § 2-39.1)

Sec. 2-272. Membership.

The board of zoning appeals shall consist of five residents of the town, who shall be appointed by the circuit court of the county for a five-year term. Appointments shall be made for such terms that the term of one member shall expire each year. An appointment to fill a vacancy shall be only for the unexpired portion of that term. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his successor is appointed and qualifies.

***Cross Reference**—Zoning, ch. 66

(Code 1981, § 2-39.2)

Sec. 2-273. Conditions of tenure, conflict of interest, removal from office.

Members of the board of zoning appeals shall hold no other public office in the town, except that one member may be a member of the planning commission. They must have certification within one year. Any member of the board having an interest in property related to an appeal to the board shall be disqualified to vote on that matter. Any board member may be removed for just cause by the court that appointed him, upon written charges and after a public hearing.

(Code 1981, § 2-39.3; Ord. of 5-13-1997, ch. 2, § 39.3)

Sec. 2-274. Vacancies.

The secretary of the board of zoning appeals shall notify the circuit court whenever a vacancy occurs and shall also provide the court notice at least 30 days in advance of the expiration of any term of office. Concurrently with any notice to the court, the secretary shall transmit to the mayor and council any recommendation the board may have with respect to a replacement. The council shall forward its recommendation to the circuit court.

(Code 1981, § 2-39.4)

Sec. 2-275. Organization.

The board of zoning appeals shall conduct an annual organizational meeting in the month of January, if possible, to elect a chairman, vice-chairman, secretary and such other officers as it deems necessary for the remainder of that calendar year. Officers may be reelected to succeed themselves. An officer vacancy may be filled by special election. Meetings of the board shall be held at the call of its chairman or acting chairman and at such times as the majority of the board may determine. 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, § 2-39.5; Ord. O-2004-12, § 2-275)

Sec. 2-276. Quorum.

A quorum shall be at least three members unless as otherwise provided for by the State and Local Government Conflict of Interests Act (Code of Virginia, § 2.1-639.1 et seq.).

(Code 1981, § 2-39.6)

Sec. 2-277. Rules and regulations.

(a) The board of zoning appeals may make, alter or rescind such rules, regulations and forms as it may consider necessary, consistent with the ordinances of the town and general laws of the commonwealth.

(b) Except for deliberating an appeal, all meetings of the board and voting shall be open to the public and shall otherwise conform to The Virginia Freedom of Information Act (Code of Virginia, § 2.1-340 et seq.).

(c) The board shall keep minutes of its proceedings, which shall reflect the vote of each member upon each question, or if absent or failing to vote, indicating such fact.

(d) The board shall keep records of its examinations, minutes of its proceedings, public hearings, public advertising and other official actions, all of which will be immediately filed with the town clerk and shall constitute a public record.

(e) All advertisements for public hearings and other notices shall conform to the requirements of the Code of Virginia.

(f) Except as otherwise provided in the State and Local Government Conflict of Interests Act (Code of Virginia, § 2.1-639.1 et seq.), a favorable vote of three members of the board shall be necessary to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant on any matter upon which the board is required to act.

(Code 1981, § 2-39.7)

Sec. 2-278. Records and reports.

In addition to records required by section 2-277, the board of zoning appeals shall submit, each January, an annual report of its activities to the mayor and town council.

(Code 1981, § 2-39.8)

Sec. 2-279. Compensation and support services.

Board of zoning appeals members may be compensated for their services at the discretion of and in such amounts as the town council may determine. Within the limits of funds appropriated by the council, the board may employ or contract for secretaries, clerks, legal counsel, consultants and other technical and clerical services when such services are not provided by or available from the town.

(Code 1981, § 2-39.9)

Sec. 2-280. Powers and duties.

The board of zoning appeals shall have the following powers and duties:

CD2:23

- (1) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this division or of chapter 66.
- (2) To authorize upon appeal or original application in specific cases such variance as defined in Code of Virginia, § 15.2-2201, from the terms of chapter 66 as will not be contrary to the public interest, when, owing to special conditions a literal enforcement of the provisions will result in unnecessary hardship; provided that the spirit of chapter 66 shall be observed and substantial justice done, as follows:
 - a. When a property owner can show that his property was acquired in good faith and where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of chapter 66, or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the condition, situation or development of property immediately adjacent thereto, the strict application of the terms of chapter 66 would effectively prohibit or unreasonably restrict the utilization of the property or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of chapter 66.
 - b. No such variance shall be authorized by the board unless it finds that:
 1. The strict application of chapter 66 would produce undue hardship.
 2. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity.
 3. The authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.
 - c. No such variance shall be authorized except after notice and hearing as required by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.
 - d. No variance shall be authorized unless the board finds that the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to chapter 66.

- e. In authorizing a variance, the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.
- (3) To hear and decide appeals from the decision of the zoning administrator after notice and hearing as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail. No such appeal shall be heard except after notice and hearing as provided by Code of Virginia, § 15.2-2204.
 - (4) To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by Code of Virginia, § 15.2-2204, the board may interpret the map in such way as to carry out the intent and purpose of chapter 66 for the particular section or district in question. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance. No provision of this section shall be construed as granting to the board the power to rezone property.
 - (5) To hear and decide applications for such special exceptions as may be authorized in chapter 66. The board may impose such conditions relating to the use provided for in the authorized special exceptions for which a permit is granted as it may deem necessary in the public interest, including limiting the duration of a permit, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with. No such special exception may be granted except after notice and hearing as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.
 - (6) To revoke a special exception if the board determines that there has not been compliance with the terms or conditions of the permit. No special exception may be revoked except after notice and hearing as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.

(Code 1981, § 2-39.10)

Sec. 2-281. Appeals to board.

(a) *Generally.* An appeal to the board of zoning appeals may be taken by any person aggrieved or by any officer, department, board or bureau of the town affected by any decision of the zoning administrator or from any order, requirement, decision or determination made by any other administrative officer in the administration or enforcement of Code of Virginia, § 15.2-2280 et seq., or chapter 66. Notwithstanding any Charter provision to the contrary, any written notice of a zoning violation or a written order of the zoning administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within 30 days in accordance with this section, and that the decision shall be final and unappealable if not appealed within 30 days. The appeal period shall not commence until the statement is given.

(b) *Application and fees.* An appeal must be taken within 30 days after the decision appealed from by filing, on the form provided, a notice of appeal with the zoning administrator and the board of zoning appeals, which appeal shall specify the grounds of the appeal, together with the fees as established in the current fee schedule. The application and accompanying maps, plans and other documentation constituting the record upon which the action appealed from was taken shall be transmitted promptly to the secretary of the board, who shall place the matter on the docket. An appeal shall stay all proceedings in furtherance of the action appealed from unless the zoning administrator certifies to the board that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the board or by a court of record, on application and on notice to the zoning administrator and for good cause shown.

(c) *Notice and hearing required; planning commission recommendation.* After entering the appeal on the docket, the secretary of the board shall advertise a public hearing, give written notice to the parties in interest, and request the zoning administrator to transmit a copy of the application and his staff report to the planning commission; the planning commission may send a written recommendation to the board to appear as a party at the public hearing.

(d) *Burden of proof.* The applicant for a variance has the burden of proving that denial of a variance will result in unnecessary hardship, of proving that his hardship is due to chapter 66 itself, and of proving, to the satisfaction of the board, requirements for a variance stipulated in the Code of Virginia.

(e) *Findings required.* The board shall fix a reasonable time for the hearing of an application or appeal, give public notice as well as due notice to the parties in interest, and make its decision within 90 days of the filing of the application or appeal. In exercising its powers, the board may reverse or affirm, wholly or partly, or may modify an order, requirement, decision or determination appealed from. The concurring vote of a majority of the membership of the board shall be necessary to reverse any order, requirement, decision or determination of an administrative officer or to decide in favor of the applicant on any matter upon which it is required to pass under chapter 66 or to effect any variance from chapter 66. The decision of the board must be based on the evidence adduced at a public hearing and must include findings of fact disclosing the evidence relied upon by the board and

otherwise state the business and grounds for its decision to assure that the provisions of the Code of Virginia and this division have been met.

(f) *Board to issue order.* Whenever the board shall grant a variance, the secretary of the board shall cause an order to be issued evidencing the grant and furnish copies of the order to the applicant, to the zoning administrator, to the town clerk, and to such other parties as deemed necessary.

(g) *Limitation on change.* In no event shall a written order, requirement, decision or determination made by the zoning administrator or other administrative officer be subject to change, modification or reversal by any zoning administrator or other administrative officer after 60 days have elapsed from the date of the written order, requirement, decision or determination where the person aggrieved has materially changed his position in good faith reliance on the action of the zoning administrator or other administrative officer unless it is proven that such written order, requirement, decision or determination was obtained through malfeasance of the zoning administrator or other administrative officer or through fraud. The 60-day limitation period shall not apply in any case where, with the concurrence of the town attorney, modification is required to correct clerical or other nondiscretionary errors.

(Code 1981, §§ 2-39.11, 2-39.12)

Sec. 2-282. Judicial review and relief.

(a) *Certiorari to review decision of board.* Any person aggrieved by any decision of the board of zoning appeals, or any aggrieved taxpayer or any officer, department, board or bureau of the town may present to the circuit court of the county a petition specifying the grounds on which aggrieved within 30 days after the filing of a decision in the office of the board.

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

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

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

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

(Code 1981, § 2-39.13)

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

DIVISION 4. ARCHITECTURAL REVIEW BOARD

Sec. 2-401. Establishment.

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

(Code 1981, § 2-40.1)

Sec. 2-402. Membership.

The architectural review board (ARB) shall consist of nine members, appointed by the town council, of whom seven shall be appointed as regular members and two as alternate members to vote in the absence of any regular member. A quorum shall be four members. One regular member shall be a member of the town council, one regular member shall be a member of the planning commission, and one regular member may be a business owner in the town who shall be designated as the business representative. The business representative shall act as a liaison between town businesses and the ARB. Other members shall be appointed primarily on the basis of a knowledge and demonstrated interest in the historical heritage and architecture of the town. All members shall be residents of the town, except the business representative, who need not be a resident but shall be: (1) a business owner in the town; and (2) licensed and operating his or her business in accordance with all applicable laws and ordinances. All candidates for ARB membership (other than the council member and planning commission member) shall submit a written application to the town council.

(Code 1981, § 2-40.2; Ord. of 5-13-1997, ch. 2, § 40.2; Ord. O-2003-03, § 2-402; 12-2-2014)

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

The term of office of the members of the architectural review board shall be for three years, except that the terms of the councilmember and planning commission member shall correspond to their official tenure of office. Appointed members of the board serve at the pleasure of the council. Upon notice that the business representative no longer owns a business in the town, the council may remove that person from the board. Appointments to fill vacancies shall be only for the unexpired portion of the term and shall be done within 60

days. Members may be reappointed to succeed themselves. Recommendations to fill vacancies may be made by the board to the mayor and approved by the council.

(Code 1981, § 2-40.3)

Sec. 2-404. Officers.

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

(Code 1981, § 2-40.4)

Sec. 2-405. Procedure for meetings.

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

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

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

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

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

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

(g) The meetings of the board shall be open to the public, and a full and impartial hearing shall be granted.

(h) When voting on any question, no proxy shall be allowed.

(i) The board shall vote and announce its decision on any matter properly before it not later than 14 days after the conclusion of the hearing on the matter unless the time is extended by mutual agreement between the board and the applicant.

(j) The board shall not reconsider any decision made by it except in cases where an applicant appears within 90 days with an amended application as hereinafter provided.

(k) In case of disapproval of the erection, reconstruction, alteration, restoration or razing of a building or structure, the board shall briefly state its reasons in writing and may make recommendations to the applicant with respect to the appropriateness of design, arrangement, texture, material, color, location, etc., of the building or structure involved. In case of disapproval accompanied by recommendations, the applicant may be heard before the board if, within 90 days, the applicant comes before the board with an amended application so as to comply with the recommendations of the board.

(l) In matters regarding the procedure for meetings not covered by this section, the board may establish its own rules, provided they are not contrary to the spirit of this chapter and are consistent with the ordinances of the town and the Code of Virginia.

(Code 1981, § 2-40.5; Ord. O-2003-03, § 2-405; Ord. O-2004-12, § 2-405; Ord. O-2011-06, §2-405)

Sec. 2-406. Duties.

The duties of the architectural review board shall be to:

- (1) Administer chapter 66, article II, division 8, and chapter 66, article VIII.
- (2) Prescribe rules pertaining to the administration of its affairs.
- (3) Keep a complete record of its proceedings and make provisions for the custody and preservation of its papers and documents in the town hall.
- (4) Assist and advise the town council, planning commission and other town departments, agencies and property owners in matters involving historically significant sites and buildings, such as appropriate land usage, parking facilities and signs.
- (5) Formulate recommendations to the town council regarding the old and historic district and signage.
- (6) Prepare and recommend for adoption a design manual based upon the criteria set forth in chapter 66, article II, division 8, and chapter 66, article VIII.
- (7) Promote public interest in and an understanding of the history of the town.

(Code 1981, § 2-40.6; Ord. O-2004-05, § 2-406; Ord. O-2012-01, §2-406)



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: May 2, 2017
8 G: Request to Approve Resolution to Designate Mayor Elizabeth Quist to Perform the Duties of the Town Manager	

Explanation and Summary:

Town Manager Kirstyn Barr Jovanovich will be taking an extended leave as a result of the birth of her first child. Code of Virginia Section 15.2-1503(C) authorizes the Town Council to designate a responsible person to temporarily perform the duties of the Town Manager in her absence. Therefore, the Town Council wishes to designate Mayor Elizabeth Quist to perform the duties of the Town Manager until Kirstyn Barr Jovanovich returns from her leave and resumes her duties as the Town Manager.

Town Attorney's Recommendation: Recommend approval of the attached resolution.

Town Manager's Recommendation: Recommend approval.

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

Proposed/Suggested Motion:

"I move to approve the Resolution designating Mayor Elizabeth Quist to temporarily exercise the powers and perform the duties of Town Manager, with the authority to delegate said powers and duties, until Town Manager Kirstyn Barr Jovanovich resumes her duties as the Town Manager. I further move that Mayor Quist shall continue to hold only the one office of Mayor, and receive only her salary in that capacity."

OR

Other action Council deems appropriate.

Attachments: (1) Resolution Designating Mayor Elizabeth Quist to Perform the Duties of the Town Manager

RESOLUTION

RESOLUTION TO DESIGNATE MAYOR ELIZABETH QUIST TO PERFORM THE DUTIES OF THE TOWN MANAGER

WHEREAS, Town Manager Kirstyn Barr Jovanovich will be taking extended leave in relation to the birth of her first child, and

WHEREAS, the Town Council congratulates her and wishes her all the best, but must make plans for the performance of the Town Manager’s duties during her leave, and

WHEREAS, Virginia Code § 15.2-1540 and Section 5 of the Town Charter authorize the appointment of a chief administrative officer, to be known as the Town Manager, with duties set out in Virginia Code § 15.2-1541 and throughout the Town Code, and

WHEREAS, Virginia Code § 15.2-1503 C. authorizes the Town Council to “designate some responsible person to temporarily perform the duties of the office” in the absence of any officer, and

WHEREAS, Article VII § 6 of the Virginia Constitution, Virginia Code § 15.2-1535 A., and Town Code § 2-183 (c) prohibit the appointment of any member of council to the position of Town Manager, and

WHEREAS, Virginia Code § 15.2-1423 provides that “[i]n the event that there is no chief administrative officer, it shall be the duty of the . . . mayor . . . to see that the functions set forth in § 15.2-1541 are carried out if the governing body has not acted otherwise,” and

WHEREAS, under Virginia Code § 15.2-1501, Town Council “also may authorize the chief administrative officer to designate officers and employees to perform administrative duties and to exercise administrative powers,” and

NOW, THEREFORE, BE IT RESOLVED that effective May 8, 2017, the Town Council designates Mayor Elizabeth Quist to temporarily exercise the powers and perform the duties of the Town Manager as set out in Virginia Code § 15.2-1541 and throughout the Town Code, and to delegate from time to time such powers and duties to officers or employees of the Town, until the return to work of Town Manager Kirstyn Barr Jovanovich, and

BE IT FURTHER RESOLVED that nothing in this resolution changes or is intended to change the fact that the Mayor holds and shall continue to hold only the one office of Mayor and receive only her salary in that capacity.

MOTION:

DATE: May 2, 2017
Regular Meeting

SECOND:

Attachments: None.

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Elizabeth A.C. Quist, Mayor

Attested:

Christopher Coon, Town Clerk