



TOWN OF OCCOQUAN

Circa 1734 | Chartered 1804 | Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
occoquanva.gov
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Occoquan Town Council Town Council Meeting December 6, 2022 | 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. **Consent Agenda**
 - a. November 1, 2022 Meeting Minutes
 - b. Request to Adopt Resolution Approving Rappahannock Regional Criminal Justice Academy Charter Change
5. **Mayor's Report**
6. **Councilmember Reports**
7. **Boards and Commissions**
8. **Administrative Reports**
 - a. Administrative Report
 - b. Town Treasurer's Report
 - c. Town Attorney
9. **Regular Business**
 - a. Request to Adopt a Resolution to Refer Zoning Map Amendments to the Planning Commission
 - b. Request to Adopt a Resolution to Refer Zoning Map and Comprehensive Plan Amendments to the Planning Commission
 - c. Request to Adopt Ordinance to Amend Sections 31 and 32 of Title 3: Administration of the Town Code
 - d. Request to Execute Contract for IT Services
 - e. Request to Execute Contract for DEQ ARPA Sediment Removal (Dredging)
 - f. Request to Expend Funds for DEQ ARPA Threatened and Endangered Review
 - g. Request to Execute Contract for Marketing/Sponsorship Services
10. **Discussion Items**
 - a. Field Revisions to Site Plan SP-2021-005(SCR-2022-005), Occoquan Beer Garden
 - b. Update on Facility Use and Special Events Fees
11. **Closed Session**
12. **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.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

4. Consent Agenda	Meeting Date: December 6, 2022
4A: Request to Approve Consent Agenda	

Attachments: See below

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

This is a request to approve the consent agenda:

- a. Request to Approve November 1, 2022, Town Council meeting minutes
- b. Request to Adopt Resolution Approving Rappahannock Regional Criminal Justice Academy Charter Change

Staff Recommendation: Recommend approval as presented.

Proposed/Suggested Motion:

"I move to approve the consent agenda."

OR

Other action Council deems appropriate.



OCCOQUAN TOWN COUNCIL
Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, November 1, 2022
7:00 p.m.

Present: Mayor Earnie Porta; Vice Mayor Jenn Loges; Councilmembers Cindy Fithian, Robert Love, Laurie Holloway, and Eliot Perkins

Absent: None

Staff: Adam Linn, Chief of Police/Interim Town Manager; Philip Auville, Town Clerk; Matt Whitmoyer, Management Fellow; Julie Little, Events Director; Manual Casillas, Town Treasurer; Jason Forman, Deputy Chief of Police; Martin Crim, Town Attorney (remote); Bruce Reese, Town Engineer (remote)

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. CITIZENS' TIME

No one spoke during citizens' time.

4. SPECIAL PRESENTATION

Mayor Porta asked for consent from council to remove from the Consent Agenda the request to adopt Veterans' Day 2022 Proclamation and for it to be considered and voted upon. Council unanimously agreed to move the request from the Consent Agenda.

Councilmember Love moved to adopt the 2022 Veterans' Day proclamation. Councilmember Fithian seconded. Motion passed unanimously by roll call vote.

Ayes: Vice Mayor Loges, Councilmember Love, Councilmember Fithian, Councilmember Holloway, and Councilmember Perkins

Nays: None

Mayor Porta presented a signed copy of the proclamation to members of the VFW Post 7916.

Mr. Dean Naujoks and Ms. Emily Franc from the Potomac River Keeper Network at the request of Council Member Perkins presented a presentation on the Potomac River Keeper Network and the condition of the Chesapeake Bay tributary waters.

During the presentation, Mayor Porta asked how frequently areas are tested and how often the ratings of the water quality are displayed. Mr. Naujoks replied that they are tested and displayed every week from May to October. Mayor Porta asked if contaminants from waste can be traced to wildlife or from human contributions. Mr. Naujoks replied that the only way to tell is through DNA testing which is not regularly tested. Ms. Franc noted that all three sites tested on the Occoquan River passed water quality. Ms. Franc also noted that it costs on average \$2,500 to sponsor a site to be tested per year.

Councilmember Holloway asked if they planned on expanding beyond testing specifically for E. coli. Mr. Naujoks replied that there are extra costs involved with additional testing. Councilmember Holloway also noted that a big use of the river is from people fishing and that they have different concerns when it comes to fish consumption. Mr. Naujoks replied that it comes down to funding and that they have already been adding information on their website about fish consumption and advisories.

Councilmember Fithian noted that this program would be beneficial to the area. She indicated that its remarkable all the testing and collection can be accomplished with volunteers.

Councilmember Love asked if they had any relationships with government organizations and with not-for-profit organizations such as the Chesapeake Bay Foundation. Mr. Naujoks replied that they work with the Chesapeake Bay Foundation on a variety of issues as well as with a variety of government organizations. Councilmember Love also clarified that it would be \$2,500 to sponsor a testing sight on the Occoquan and asked how many volunteers it would require in addition to the sponsoring fee. Ms. Franc replied that it would be \$2,500 to sponsor a testing site and would require between six to eight volunteers that they would train.

Vice Mayor Loges noted that the presentation was great and looks forward to working with them in the future.

Councilmember Perkins noted that this is educational for the Town in connection with the river and asked for more information on the *50 Million Mussel* Project. Ms. Franc replied that they make sure the water quality is good before reintroducing freshwater mussels into an area. Councilmember Perkins asked what the *50 Million Mussel* Project would look like in our area and cost. Ms. Franc explained the system by which mussels are placed in a cage that is connected to a dock. She further indicated that the cage can be pulled out of the water regularly like a monitoring station for educational purposes. Ms. Franc added that the initial cost to sponsor a cage would be \$5,000 and a few thousand dollars per year after to manage the monitoring station. Mr. Naujoks indicated that there may be ways to partner with educational institutions to address the costs of managing the monitoring station.

Mayor Porta noted that the ideal location to have a monitoring station would be somewhere that would support the Town's businesses, business partners, and community that use the river. Mayor Porta asked to clarify that the Potomac River Keeper Network would manage and train the volunteers. Mr. Naujoks confirmed that they would manage and train the volunteers.

5. CONSENT AGENDA

- a. October 18, 2022 Meeting Minutes**
- b. Request to Accept Resignation of ASAP Representative Amy Wong**
- c. Request to Approve Encroachment License for 201 Union Street**

Councilmember Perkins moved approval of the Consent Agenda. Councilmember Holloway seconded. Motion passed unanimously by voice vote.

6. MAYOR'S REPORT

Mayor Porta reported the following:

- On October 20th, he was the program day lead for Leadership Prince William's Annual History & Government Day.
- On October 21st, he attended a portion of the Town movie night in River Mill Park.

- On October 28th, he emceed the Town's monthly Trivia Night. Councilmember's Love and Perkins assisted with the event
- On October 29th, he staffed the Town's costume parade and costume judging contest, along with Councilmember's Love and Perkins. He also participated in the Haunted Maze and Spirit Garden.

7. COUNCILMEMBER REPORTS

Councilmember Holloway noted that she had missed meetings due to a family health emergency and appreciated the patience of the other Councilmembers and Town staff.

Councilmember Love thanked Town staff and volunteers for all the work on all the events in Town. He also thanked the Interim Town Manager Mr. Linn for the work he has done getting requests for the sediment project.

Vice Mayor Loges noted that on October 26th she met with Town staff to review IT proposals.

8. BOARDS AND COMMISSIONS

Architectural Review Board (ARB) Chair Seefeldt reported that the ARB met on October 25th and reviewed and approved two exterior elevation applications.

Councilmember Perkins reported that the Planning Commission met on October 25th. He noted that they held a Public Hearing to discuss a change to Town Code regarding parking structures. He also indicated that they are continuing to talk with Alpine X regarding the Riverwalk.

9. ADMINISTRATIVE REPORTS

a. Administrative Report

Mr. Linn provided a written report as part of the agenda packet and responded to brief questions from the council.

Councilmember Love asked if it were possible to link with Fairfax Water's speaker system to use as a public address system for the Town. Mr. Linn replied that staff had spoken with Fairfax Water and was advised that it is a closed system, and they would not be able to utilize the system as a public address system.

b. Town Treasurer's Report

Mr. Casillas provided a written report as part of the agenda packet and responded to brief questions from the council.

Mayor Porta reminded everyone that there is an increase in total funds as a result of the ARPA money being received earlier in the year.

Councilmember Love asked if there is a penalty for the business that is six months delinquent on meals taxes. Mr. Linn replied that all businesses are current, but staff is seeking to audit the numbers of one business. Mr. Casillas added that the business paid the estimated amount and they have not responded to a request for the actual numbers. Vice Mayor Loges asked Mr. Crim what the process is to start an audit to find out what they actually owe in meals taxes. Mr. Crim replied that if there is no return from the business that we would use the estimates of prior income.

Councilmember Love noted that in the Town Code it mentions the position of Town Sergeant. Mayor Porta replied that the Chief of Police serves as the Town Sergeant and noted that the Town

Charter has no mention of Town Sergeant. Mr. Crim replied that State Code provides Chief of Police is synonymous with Town Sergeant. Mayor Porta directed staff to suggest clarifying changes to the Town Code and to bring forward a draft at a future meeting.

c. Town Attorney Report

Mr. Crim provided a written report as part of the agenda packet. There were no questions.

10. PUBLIC HEARING

a. Public Hearing on Zoning Text Amendments to Add a Definition of “Multilevel Parking Structure” and to Amend Town Code § 157.121 to Permit Structured Parking with a Special Use Permit in the B-1 Zoning District

Mayor Porta opened the public hearing at 8:27 p.m. Mayor Porta invited the public to speak. One resident, Lance Houghton, spoke.

Mayor Porta closed the public hearing at 8:30 p.m.

In response to a question raised by Mr. Houghton Mayor Porta stated that the references to place of assembly is a restatement of the existing town code language. Mayor Porta added that the only change is the addition to add multilevel parking structure, subject to a special use permit.

11. REGULAR BUSINESS

a. Request to Adopt Ordinance to Amend the Town Code Generally Relating to Parking Structures

Vice Mayor Loges moved to adopt Ordinance O-2022-05 as presented. Councilmember Perkins seconded. Motion passed unanimously by roll call vote.

Ayes: Vice Mayor Loges, Councilmember Love, Councilmember Fithian, Councilmember Holloway, and Councilmember Perkins

Nays: None

b. Request to Appropriate Funds for the Purchase of a Solar Solution Pilot for Gaslight Conversion with SLFRF Funds

Councilmember Perkins asked Mr. Linn if he was confident in the product being tested. Mr. Linn replied that this product appeared the best based on its specifications and the reason for a pilot test is to determine if it will work adequately in places that might not seem optimal for solar.

Councilmember Holloway moved to appropriate \$1,264.01 of the Town’s SLFRF funds for the purchase of a solar solution pilot for the conversion of the Town’s gaslights. Councilmember Fithian seconded. Motion passed unanimously by voice vote.

12. DISCUSSION ITEMS

a. Fall Craft Show Report

Ms. Little provided a report as part of the agenda packet and responded to brief questions from the council.

Mayor Porta expressed that Ms. Little and staff did an excellent job with the Fall Craft Show. Mayor Porta noted that the estimated number of people who attended the Craft Show seemed low at 5,000 but explained that number was only on number of bus passes sold and did not include people who walked in, were dropped off, or received free passes.

Mr. Linn noted that this was one of the highest grossing craft shows.

Vice Mayor Loges asked how many-colored brochures were printed for the show. Ms. Little replied that the total number printed was 3,000.

Councilmember Holloway asked if the 5,000 people estimated is for the whole weekend. Ms. Little replied that the number was based on the number of paid ridership.

b. Corporate Sponsorships for Riverfest

Mr. Linn addressed the council on staff's ability to get to the next level of revenue generation for Riverfest and Fall Craft Show. Mr. Linn explained staff is able to secure 3-5 minor sponsors per event but in order to get major sponsors, the Town would need to hire a marketing/communications specialist who could focus on creating materials and larger sponsors.

Mayor Porta asked if the cost for a sponsorship was \$2,500 to \$5,000. Ms. Little replied that was correct and is based on a package.

Councilmember Holloway asked what the cost would be for a contracted sponsorship package. Mr. Linn replied that the current proposal staff received would be a base cost plus 20% of sponsors secured by the contractor.

Mayor Porta and council directed staff that to bring forward proposals from potential contractors to develop and market a sponsorship package.

13. ADJOURNMENT

The meeting was adjourned at 8:55 p.m.

Philip Auville, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

4. Consent Agenda	Meeting Date: December 6, 2022
4B: Request to Adopt Resolution Approving Rappahannock Regional Criminal Justice Academy Charter Change	

Attachments: a. Resolution R-2022-15

Submitted by: Adam Linn
Interim Town Manager/Chief of Police

Explanation and Summary:

The Occoquan Police Department is a member of the Rappahannock Regional Criminal Justice Academy (RRCJA) which consists of 43 law enforcement agencies. On or about August 25, 2022, RRCJA informed the Occoquan Police Department of revisions to the Academy's Bylaws and Charter to make membership more equitable. In accordance with the Code of Virginia 15.2-1747, "Creation of Academies" the Charter must be approved by the governing body of the agency in the form of a Resolution. The resolution to adopt 2022 Charter Amendments for RRCJA is attached.

Staff Recommendation: Recommend adopting the resolution.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to adopt Resolution R-2022-15 approving the Rappahannock Regional Criminal Justice Academy Charter amendment."

OR

Other action Council deems appropriate.

**TOWN OF OCCOQUAN, VIRGINIA
RESOLUTION R-2022-15**

**RESOLUTION TO ADOPT 2022 CHARTER AMENDMENTS FOR THE
RAPPAHANNOCK REGIONAL CRIMINAL JUSTICE TRAINING ACADEMY:**

BE IT RESOLVED that the charter agreement for the Rappahannock Regional Criminal Justice Training Academy shall be amended, revised and updated by the adoption of the changes reflected in the document entitled, "CHARTER AGREEMENT FOR THE RAPPAHANNOCK REGIONAL CRIMINAL JUSTICE TRAINING ACADEMY, (AS AMENDED 2022)" attached hereto and incorporated herein.

Adopted by the Town Council of the Town of Occoquan, Virginia this 6th day of December, 2022.

MOTION:

DATE:

Town Council Meeting

SECOND:

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Attested:

Earnest W. Porta, Jr., Mayor

Philip Auville, Town Clerk

CHARTER AGREEMENT
FOR THE
RAPPAHANNOCK REGIONAL CRIMINAL JUSTICE TRAINING ACADEMY
(EFF. 01/01/2023, AMENDED 08/24/2022)

Section 1. Creation

On July 13, 1978 the participating Counties, Cities and Towns created the Rappahannock Regional Criminal Justice Training Academy (hereinafter called the "Academy") which shall exist under and be subject to the terms and conditions of this charter, which shall be deemed to constitute the agreement required by Section 15.2-1747 Code of Virginia, 1950, as amended, for the joint exercise of powers of participating political subdivisions.

Section 2. Purpose

The purpose of the Academy is to furnish the highest achievable level of professional law enforcement and criminal justice-related training to the participating jurisdictions through the development and operation of initial recruit training, continuing in-service training and advanced training programs.

Section 3. Duration

The Academy and this charter shall exist in perpetuity, subject, however, to the dissolution under one of the following conditions:

- A. At any time, by unanimous agreement of the governing bodies of the academy.
- B. In the event the governing body of a jurisdiction desiring to withdraw receives approval.
 - Withdrawal: Pursuant to Virginia Code 15.2-1747, an agency seeking to withdraw membership from RRCJA must signify its desire by resolution or ordinance issued from the agency's governing body and submitted to the Board of Directors. Withdrawals are only considered in October, once every five (5) years, commencing in October, 2001, and will not be considered at any other time, unless agreed to unanimously. Approval for the withdrawal requires a favorable vote of two-thirds of the Board of Directors of the academy. Withdrawals agreed to by the Board will be effective on June 30 of the following year, unless stipulated as otherwise by the Board. In addition to fulfilling any financial obligations for the current fiscal year, agencies granted withdrawal will be required to satisfy any outstanding debt service as outlined in the current fiscal budget.

Section 4. Board of Directors

There is hereby created the Academy Board of Directors (hereinafter called the "Board") which shall be comprised of the Chief of Police, Sheriff, Superintendent or Director from each of the member agencies.

- A. Organization - - The Board shall conduct an annual meeting on a date selected by the Chairperson. Board officers and Executive Committee members shall be elected at this annual meeting in accordance with the Academy by-laws. Members shall serve a two-year term and may be re-elected at the expiration of the term. The secretary need not be a member of the Board. The Board shall fix such other meeting times as it deems necessary. Written minutes shall be recorded for all board and committee meetings.

B. Powers of the Board - - The Board shall have the following powers and duties:

1. To develop and approve the Academy curriculum in cooperation with and subject to review by the Virginia Department of Criminal Justice Services, and the academy policy.
2. To oversee and be responsible for the operation of the Academy, giving due consideration to the needs of the participating jurisdictions for recruit and in-service training and to the maximum benefits of instruction available, in fixing length and frequency of training, and in accordance with demand fixing the operational and staffing levels of the Academy, with which it shall have the power to expend funds appropriated to it.
3. To appoint a Director of the Academy, fix compensation and prescribe powers and responsibilities.
4. To contract with participating jurisdictions for necessary administrative and maintenance services.
5. To provide for the admission of trainees not employed by a participating jurisdiction and to fix necessary fees.
6. To create such standing committees as are deemed necessary to assist in developing plans for regional training programs and projects for criminal justice agencies and for proper administration and operation of the Academy.

Section 5. Financing and Budget

The Board shall designate the Chief Financial Officer of one of the participating jurisdictions to act as its fiscal agent. The Board shall provide for the manner in which and by whom disbursements may be authorized provided that it shall ensure that the disbursement authorization system of the fiscal agent is employed.

A. Capital Assets and Expenditures

1. Real Estate - - The Board may own or lease necessary real property, or may contract for its location needs. In the event an Academy location is furnished by a participating jurisdiction; the Board shall determine the method by which payment and/or credit for the furnishing of the physical facilities shall be given.
2. Equipment - - The Board shall, from time to time as it deems necessary, approve a schedule of equipment requirements, provided, however, that one or more participants may purchase the interests of one or more of the other participants in the property.
3. Debt Service – The Board, by majority vote, may enter into debt service to secure real property or equipment necessary to meet the needs and requirements of the academy. Each agency shall be responsible for its share of the debt service as outlined in the initial debt approval and subsequent budget reviews.

B. Operating Expenses

1. The Executive Committee shall be responsible for preparation of an annual operating budget, and shall submit its approved proposal to the Board not later than December 15th preceding the next fiscal year. Upon the receipt of the proposed budget, the Board may make adjustments as approved by a majority of the Board members.

2. The operating budget and debt service appropriations shall be determined by the number of sworn personnel and that cost shall be established by the Board. Payments of the operational and debt appropriation to the academy shall be made at such intervals as the Board may provide.

Section 6. Termination

Termination of this cooperative endeavor shall occur only as provided for in Section 3. In the event this charter is terminated, payment and/or credit for the furnishing and use of real property owned by a member shall be adjusted ratable to the date of termination. All property shall be scheduled and valued by or at the direction of the Board and distributed in kind to the members as nearly as is feasible in the same proportion as each member contributed to acquiring it; provided, however, that one or more members may purchase the interests of one or more of the other members in the property.

Section 7. Amendments

The Executive Committee may recommend minor amendments to this Charter to keep the academy in compliance with any state or federal law or regulation change. Such amendments shall become effective upon approval by two-thirds of the Board Members.

The board may recommend amendments to this Charter. Such amendments shall become effective upon approval by two-thirds of the Board Members, and by Resolution duly adopted by their respective governing bodies.

RESOLUTION FOR ADOPTING 2022 CHARTER AMENDMENTS

Amendment to the Charter Agreement of the Rappahannock Regional Criminal Justice Training Academy:

RESOLVED that the Charter Agreement for the Rappahannock Regional Criminal Justice Training Academy shall be amended, revised and updated by the adoption of the changes reflected in the document entitled, "CHARTER AGREEMENT FOR THE RAPPAHANNOCK REGIONAL CRIMINAL JUSTICE TRAINING ACADEMY, (AS AMENDED 2022)" attached hereto and incorporated herein.

The foregoing Resolution was duly adopted by the governing body of the Town of OCCOQUAN, VA, on the 6th day of December, 2022.

Interim Town Manager

Mayor



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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Cindy Fithian
Laurie Holloway
Robert E. Love
Eliot Perkins

**INTERIM TOWN
MANAGER**
Adam C. Linn

TO: The Honorable Mayor and Town Council

FROM: Adam C. Linn, Interim Town Manager

DATE: December 6, 2022

SUBJECT: Administrative Report

This is a monthly report to the Town Council that provides general information on departmental activities including administration, public safety, engineering, zoning and building, public works and events.

Administration

- **Coronavirus Updates:** As of the date of this report, Prince William County's COVID-19 community level is LOW. This is based on the revised guidance issued by CDC in February 2022 on how localities can assess COVID-19 related risk within their communities. The optional masking policy remains in place for town facilities: masking is optional for fully vaccinated individuals; unvaccinated and high-risk individuals should continue to wear masks in public indoor spaces. Staff continues to closely monitor information from the CDC and local health and government authorities to guide decisions about Town activities and policies.
- **ARPA (SLFRF) Update:** The Town Council approved the Town's SLFRF Spending Plan during their July 19, 2022 meeting. The Spending Plan is available on the Town's website at www.occoquanva.gov/american-rescue-plan-act. The Spending Plan identifies four funding groups: Infrastructure - Parks and Public Spaces; Infrastructure - Energy Efficiencies and Building Upgrades; Infrastructure - Stormwater; and Administrative. Each funding group includes a list of potential uses. Staff will bring the projects to the Town Council as they are refined for final approval and appropriation.
- **SLFRF Spending Plan Projects:**
 - **Community Flood Preparedness Fund Grant Request:** In April, town staff prepared and submitted a grant application for the third round of the Virginia Community Flood Preparedness Fund administered by the Virginia Department of Conservation and Recreation (DCR). The grant request is for \$127,353 to fund the development of a Resilient Stormwater and Flood Management and Implementation Plan. The plan will evaluate the Town's stormwater and flood resilience and ultimately result in an actionable plan that when implemented, increase the town's overall resiliency and response to the impacts of climate change within the community and region. Town staff received feedback on September 28, 2022, and supplied more information for the grant determination on October 14, 2022. Updates will be available at www.occoquanva.gov/construction-updates.
 - **McKenzie Sidewalk:** Town Council approved the McKenzie Drive Sidewalk project (Infrastructure - Parks and Public Spaces) at the August 2, 2022 meeting and authorized a new not-to-exceed limit of \$158,000 on October 18, 2022. Staff has executed the quote,

- prepared and received the Land Disturbance Permit, and authorized the purchase of the Nutrient (Phosphorus) Credits. Construction started on November 29, 2022.
- Riverwalk Expansion Project: At the September 20, 2022 meeting, Town Council set a not-to-exceed amount of \$41,000 SLFRF funding for the Berkley Group to support the Planning Commission on its Riverwalk Visioning process. With the approval of Town Council, Town staff secured a contract with the Berkley Group. The kickoff meeting occurred on Thursday, October 27, 2022. The process will involve multiple opportunities for community input and produces visioning documents, maps, and vignettes that will help the Town and potential partners visualize the future Riverwalk. In addition, staff is continuing to work with the Planning Commission to develop a Community Plan as an addendum to the Town's Comprehensive Plan. The 2021 update of the Comprehensive Plan was approved at the December 7, 2021 Town Council meeting. Town staff will update Town Council on further steps in the process in 2023.
 - River Mill Playground and Picnic Area: Town staff is currently exploring equipment options and will update Town Council as the search progresses.
 - Other Projects: In addition, staff is actively working on scope and estimate refinement on the following SLFRF proposed projects: Energy Audit – Town Hall Energy and Ventilation Upgrades; Town Signage Improvements; and Gaslight Conversion Project.
- **Development Project Updates**: The Mill at Occoquan project's site plan has been submitted and first round comments have been sent to the applicant. Approval of the floodplain study was provided by FEMA on November 4, 2022. The developer has advised that demolition is expected in Winter 2022. The Mill Street Beer Garden project is pending a revised site plan containing field changes approval. The applicants submitted a revised site plan which is under review. No opening date has been provided. More information on both projects can be found in the Engineering Section of the Administrative Report.
 - **Signage Education**: As part of zoning enforcement, staff has developed a handout highlighting the Town's sign ordinance and will be sent to all businesses and property owners within the B-1 district. This is intended to serve as an educational outreach to first educate on the regulations and then follow up with enforcement procedures. On September 27th, Town staff reviewed the guide with the Architectural Review Board. Town staff presented the guide at the OBP Quarterly Meeting on October 4, 2022. Further sign enforcement measures are planned for December 2022. Staff will keep Town Council updated.
 - **VDOT TAP Grant Project**: In early May, we received notification that additional funding for the Transportation Alternatives Set-Aside Program was received through the federal infrastructure bill and that the Ellicott Street Sidewalk (Occoquan Greenway Connection) project was selected. This funding is available for fiscal years 2023-2024 and will be a coordination project with the Town, PWC Transportation and Parks Departments. The project includes trail installation on Union Street to connect a planned off-road trail section of the Occoquan Greenway Trail, sidewalk improvements along Ellicott Street, and construction of a sidewalk section between Poplar Alley and Mill Street along Ellicott Street. The Town Council adopted a resolution of support for the project at its September 21, 2021 meeting. Staff has reached out to the County staff on potential start dates. Staff will work with County staff in administering this project. Updates will be available at www.occoquanva.gov/construction-updates.
 - **VDOT Road Paving Update**: Work concluded the week of July 31, 2022. Town staff is waiting on VDOT and it's contractor to resolve a 'punch list' of various concerns related to the road paving. Remaining items include resurfacing curbs on Mill Street and addressing standing water on Mill Street near Washington Street.
 - **FY2023 Capital Projects**: Updates on FY2023 capital projects will be available at www.occoquanva.gov/construction-updates.

- **Mill Street Water Issue:** Town staff reinstalled the temporary pipe to direct water from the pipe at 426/430 Mill Street to the Ellicott Street stormwater inlet. The recrowning work completed by VDOT contractors in June along the section of Mill Street near the Ellicott Street intersection did not adequately address the longtime water flow issues in this area. As a result, water is continuing to flow across Mill Street instead of traveling along the curb line to the Ellicott Street inlet. Staff is reviewing permanent solutions and will continue to maintain the temporary pipe. Updates will be available at www.occoquanva.gov/construction-updates.
- **Block the Box:** OPD is continuing its Don't Block the Box education and enforcement campaign at the intersection of Rt 123 and Commerce Street to improve compliance and educate drivers. VDOT has advised staff that additional signage has been approved and is being scheduled for installation on the traffic light arm. Staff will continue to coordinate with VDOT and monitor this issue.
- **DEQ ARPA Wastewater Funds 2022 Appropriation:** The Town has received through the Department of Environmental Quality (DEQ) up to \$325,000 in ARPA funding for wastewater and stormwater remediation as a result of a funding request made by Mayor Porta in November 2021. Town staff submitted an initial program application on September 28, 2022, for part of the funding for storm water remediation through sediment removal from the Occoquan River in the areas of 101 Poplar Lane and Mill Street, Gaslight Landing (locations where stormwater has created significant sediment buildup). On November 4, 2022, based on comments and recommendation from DEQ, Town staff submitted a revised application to include other related stormwater projects for the full \$325,000. On November 1, 2022, through November 15, 2022, Town staff posted an RFP on the Town website and forwarded the RFP to three vendors who saw the initial posting on the eVa website on September 28, 2022. The Town received one proposal in response. As part of the DEQ stormwater remediation, staff is required to obtain an environmental endangered animal study update for the applicable area. Staff will provide more information as we move through this process.
- **Footbridge Repairs:** Repairs were completed on November 1, 2022. The Nathaniel Ellicott Footbridge is now reopened for public use with new trex boards and decorated for the holiday season.
- **New IT Support Services:** On August 22, 2022, the Town issued RFP No. 2023-01 seeking proposals from qualified contractors to provide information technology support services to the Town. Over 40 vendors responded to the solicitation and over 20 came to a site-visit. The Town received 16 proposals which were reviewed by a technical review and price review team. Staff has recommended that Town Council award the contract to Digicon, Inc. on December 6, 2022.
- **Fairfax Water Construction:** Fairfax Water officials have given an approval to the contractor to begin work on boring under the river. The project will begin in the next few weeks and will be completed by summer of 2024. Boring will commence outside the Fairfax Water pump station on the Fairfax side of the Occoquan River and terminate in the Fairfax Water property on the Prince William side, south of River Mill Park.
- **Holiday Decorations and Un-Trim-A-Tree:** Town staff and contractors have initiated a number of holiday-related projects. Staff and contractors installed holiday decorations throughout the historic district in preparation for the annual tree lighting on November 19, 2022. Town staff also administered the Town's annual gift drive, Un-Trim-A-Tree, in partnership with Volunteer Prince William. Every child has received a sponsor and donations end on December 5, 2022.
- **201 Mill Street PWC Fire Code and Town Code Violation:** The outside stairs at Madigan's Restaurant were inspected by the Fire Marshal's Office and found to be unsafe on November 17, 2022. Staff has discussed the matter with the property owner, PWC Building Inspector, and the Fire Marshal. The Fire Marshal issued an order limiting occupancy for the upstairs to

less than 50 persons. As a result, staff notified the owner that the stairs have been found to be a “dangerous structure” under Town Code and requested an evaluation to be completed, which is in align with the Fire Marshal's order. On November 30, 2022, Town staff received a structural engineering report that indicated needed measures to bring the structure into code. Town staff advised the property owner of the need to complete a Zoning Review Application in order to get a building permit to complete the required work. The property owner submitted a Zoning Review Application which was reviewed and approved on November 30, 2022.

- **Property Maintenance Enforcement:** Town staff are working with the Prince William County Building Inspector on the possibility and conditions of the County Building Inspectors taking on the review and enforcement of the Town’s property maintenance code. Staff will provide updates after the new year.
- **Fire Inspection:** Staff had the town facilities inspected and new smoke detectors and fire extinguishers were added along with emergency flashlights.

Treasurer Report - Supplemental Information

The October 2022 Financial Report is included in the Town Council agenda packet. Highlights from the current report are below, as well as additional information regarding current delinquencies.

BPOL Tax Delinquencies		
Business Name	Years of Delinquency	Date of Last Notice/Status
GHR INVESTMENTS, LLC	1	11/23/2022

Transient Tax Delinquencies		
Business Owner	Months of Delinquency	Date of Last Notice/Status
N/A	N/A	N/A

Meals Tax Delinquencies		
Business Name	Months of Delinquency	Date of Last Notice/ Status
BANN THAI OLD TOWN	4	11/28/2022
BABBANME LLC	2*	11/28/2022

**Most recent report filed - Feb 2022. Paid town estimate for March - August 2022.*

Real Estate Delinquencies*				
Property Owner	Years of Delinquency	Delinquent Tax Amount*	Date of Last Notice	Notes
GRANNY'S COTTAGE INC	6	\$403.20	12/1/2022	
HOUGHTON RONALD W ETAL	4	\$70.08	12/1/2022	
LIGHT MARK D & RINA KOCSANY J-T SUR	1	\$10.08	11/1/2022	Notice sent to mortgage co.

**Excludes penalties and interest*

Engineering

- **FEMA Flood Insurance Rate Map (FIRM) – no change from last report:** Minor changes suggested on stream names. Town website included notification of changes to FIRM. Expected adoption of new mapping spring 2022 – FEMA will issue a “Revised Preliminary” map, after which there will be another 90-day appeal period. Following resolution of any comments FEMA will issue a Letter of Final Determination, with an effective date. May require update of ordinance.
- **Rivertown Overlook Project – update from last report:** Land Disturbance Permit issued – construction complete. Erosion inspections recommended to cease. Awaiting submission of as-built plans and request for bond reduction/release.
- **Mill at Occoquan – update from last report:** Floodplain study approved by FEMA November 4, 2022. Site plan submitted June 4, 2022, with Town and VDOT comments provided to Applicant’s engineer on July 19, 2022. PWCSA review forwarded directly to project engineer July 8, 2022. PWC Fire Marshall’s office requesting plans be submitted directly to them through the County’s ePlan review system. Town staff is currently working on the relocation of an osprey nest on the property to another location nearby.
- **Stormwater Management Grants – no change from last report:** Reviewing various grant and loan opportunities for multiple projects throughout Town. Grant request forwarded to Department of Conservation and Recreation (DCR) for Virginia Community Flood Preparedness Fund on April 8, 2022.
- **State Local Fiscal Recovery Funds (SLFRF)**
 - **McKenzie Drive Sidewalks – update from last report:** Pre-construction meeting with Interim Town Manager and contractor on October 6, 2022. Land Disturbance Permit approved on 10/20/22. Meeting with adjoining property owners regarding driveway curb cuts.
 - **Playground Structure in River Mill Park – no change from last report:** Met with Town Manager and Fairfax Water on June 21, 2022, to begin discussions on engineering design for potential future installation of a playground structure in River Mill Park. Town Manager working to establish playground type and fixtures to determine impact on FCWA infrastructure. Previous structural calculations for stage reviewed with option to use outside consultant under consideration. Sketch plan will be required.
- **FCWA River Crossing Construction – no change from last report:** Project delayed, but expected to begin in the fall.
- **Barrington Point Erosion & Sediment Control plan for retaining wall – update from last report – work complete and request for bond release being processed.**
- **Occoquan Heights landscape maintenance bond – update from last report – HOA has requested inspection of current plantings for release of maintenance bond**
- **200 Mill Street – Beer Garden – update from last report:** Land Disturbance Permit issued. Bonds and agreements posted and executed. Construction nearing completion and developer has requested bond release. Bond release being held to resolve site plan update. Field revision submitted and under review to eliminate TruGrid, revise parking, revise landscaping.
- **127 Washington Street – landscape plan – update from last report:** landscape plan submitted and reviewed with comments requesting changes to comply with native planting requirements. Updated plan submitted on November 28, 2022.
- **Site Plans/Plats Under Review or Being Discussed with Owner/Tenant:**

Address	Plan Number	Use	Status
McKenzie Drive Sidewalk	LDP2022-003	Add sidewalk	Submitted and approved on 10/20/22
Mill at Occoquan	SP2022-001	Mixed Use project	First submission 6/4/22, comments provided 7/19/22

103 Poplar Lane	SKE2022-003	Add swimming pool	First submission 9/9/2022, comments provided 10/10/22 , plan resubmitted 11/8/22, with new comments back to applicant 11/17/22
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Zoning Administrator

A. The following is a list of zoning reviews from November 1 to November 30, 2022:

	Zoning Application #	Property Address	Activity
1	TZP2022-038	90 Washington Street	Add deck to rear
2	TZP2022-039	404 Mill Street	Water meter size increase
3	TZP2022-040	1410 Occoquan Heights Court	Add concrete pad to rear
4	TZP2022-041	201 Mill Street	Exterior stair repair

B. The following is a list of new violation letters from November 1 to November 30, 2022:

	Property Address	Violation #	Violation	Town Action
1	201 Mill Street		Dangerous Structure	Letter sent on 11/18/22; Structural engineering report and zoning review application submitted and approved on 11/30/22.

C. The following is a list of active/previous violations from November 1 to November 30, 2022:

	Property Address	Violation #	Violation	Town Action
1	127 Washington St.		Tree removal without permit	Letter sent on 6/10/22. On-site meeting held on 6/29 to discuss abatement and next steps. Plan to be submitted by 8/8/22. Comments sent on 8/26/22. Updated plan submitted on 11/28/22.
2	201 Union Street	OZV-2022-13	Refuse overflowing; Presence of vermin	Letters sent by certified mail to tenants and property owners 9/15/22; Zoning application for concrete pad submitted 9/22/22; Zoning app approved conditional on encroachment license 9/28/22; Encroachment license signed by owner 10/25/22; Town Council approved on 11/1/22.

Building Official

The Building Official monthly report provided by Prince William County for the month of November is attached.

Public Safety

Departmental Goals

- Goal 1: Provide for the public safety of the persons and property of the residents, businesses, and visitors of the Town of Occoquan.
- Goal 2: Promote a professional and accountable police department.
- Goal 3: Promote safe roads and sidewalks in the Town of Occoquan.

Current Initiatives

Continued patrol and business coverage in town. Continued community policing and safe sidewalks. Continued speed enforcement on Route 123, Washington Street, and Union Street/Tanyard Hill Road. Continued DMV selective enforcement grants to address impaired driving, reduce accidents, and increase pedestrian safety. Began Level 2 Auxiliary Police Academy for 5 recruits to supplement and support current paid officers. Level 2 academy is expected to finish in April 2023. Town Police rolled out a new initiative for businesses within Town. When officers check business locations after their business hours, officers will leave property check stickers for the business owner to receive when they return to the business.



The image shows a property check sticker from the Occoquan Police Department. The sticker has a dark blue header with the text "Occoquan Police Department" and "Property Check" in yellow. Below the header, it says "I have personally checked your property on ___/___/___ at ___ AM/PM and found the following:". There are two checkboxes: one for "All appear to be fine" and one for "Other: _____". At the bottom, there are fields for "Officer: _____" and "Badge: _____". A faint watermark of the Occoquan Police Department seal is visible in the background.

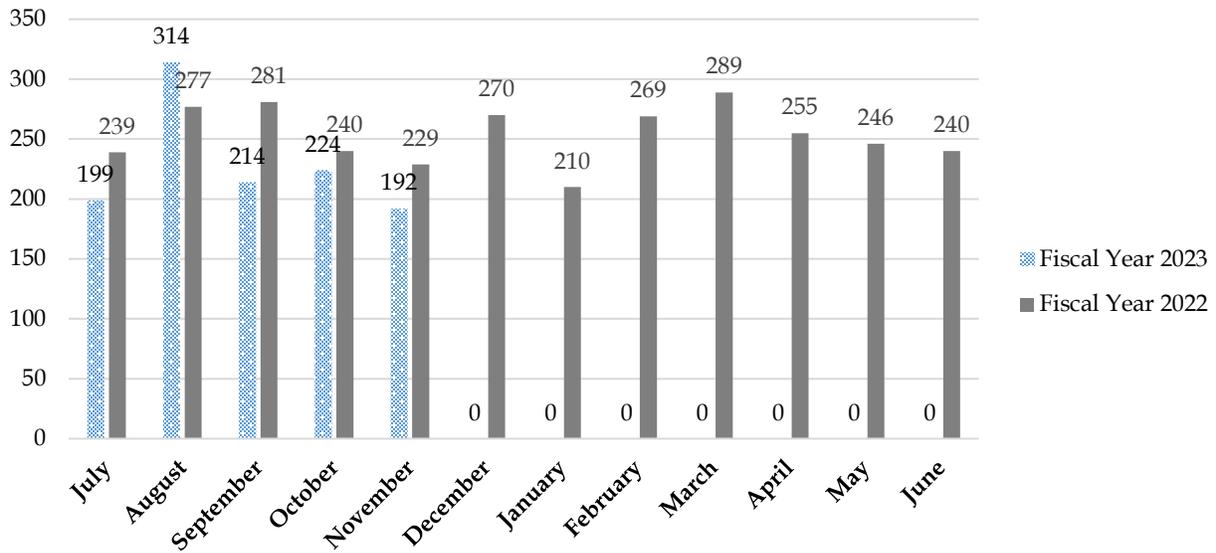
Community Relations

Provided public safety patrols during Town events (Election Day, Veteran's Day, Town Tree lighting). Engaged in foot patrols throughout historic district and Town boardwalk. Officers spoke with business owners and residents throughout the month. One officer received a commendation for assisting the Prince William County Police with several high priority calls just outside the Town when the County Police were low on manpower to adequately respond.

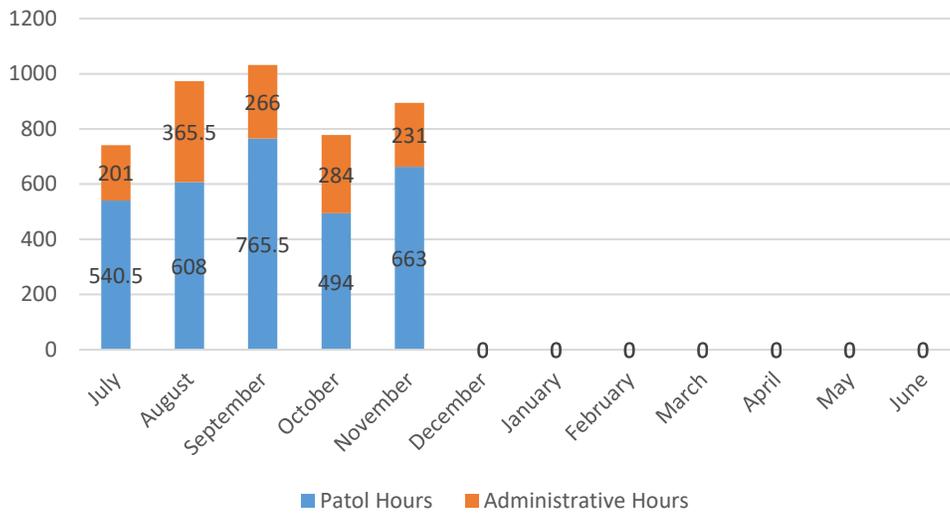
Patrol and Enforcement Activities

As of November 28th, during the month of November, the Town Police made 109 business checks and 144 park checks. The Town Police also had 109 calls for service, with 10 trespassing calls, 9 disabled vehicles/motorist assist calls, 9 suspicious person/vehicle/circumstance calls, 7 disorderly in progress calls, 7 medical/mental health calls, 6 alarm calls, 6 traffic control calls, 4 domestic in progress calls, 5 vehicle crashes, 2 animal calls, 2 noise complaints, 1 impaired driving calls, 1 roadway obstruction call, 1 drug complaint/overdose call, 1 found property call, 1 burglary in progress call, 1 felony fleeing and eluding, multiple service/assist calls, and issued 192 traffic summonses, 44 parking violations, and 48 warnings.

Traffic Summonses FYTD (GRAPH)



Patrol/Administrative Hours FYTD (GRAPH)

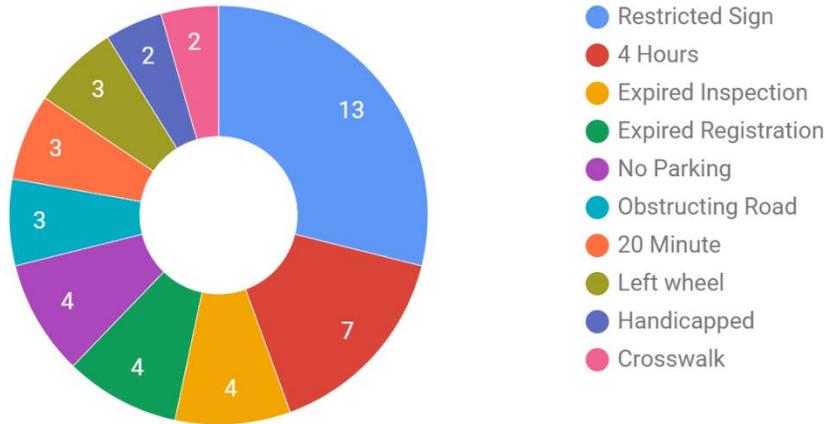


Parking Enforcement (CHART/GRAPH)

	Parking Tickets	Warning
July	56	1
August	77	3
September	62	2
October	20	1
November	44	1

Total Parking Enforcement

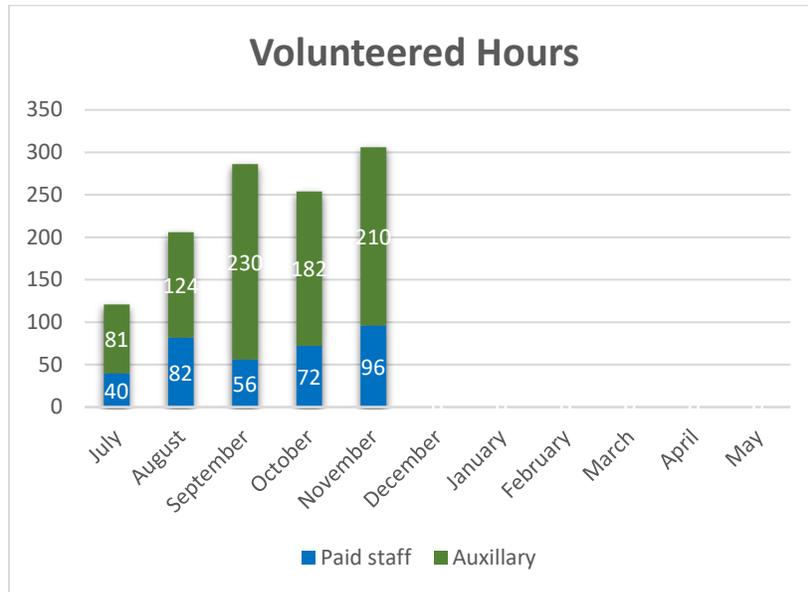
Occoquan VA - Tickets By Violation (Month To Date)



Data as of 11/29/2022, 12:00:00 AM

Volunteer in Police Service

For Fiscal Year 2023, our auxiliary police officers and paid police staff have donated a total of 1,173 uncompensated hours to the Town. Below is a list of volunteer hours (uncompensated time) provided by our auxiliary police officers and paid police staff:



Public Works

Weekly Activities

The Public Works Department engages in the following regular maintenance activities:

Activity	Daily, M-F	Sat/Sun	Weekly	Monthly	Notes
Trash Collection/Check	X	X			Weekend checks during high traffic seasons
Street Sweeping			X		Sweeping Season: April - October
Check/Repair Gaslights	X				Review and schedule repairs as needed
Check/Repair Gaslight Banners	X				
Check/Clean Trash/Recycling Cans			X		Clean as needed
Check/Replace Doggie Bags			X		
Check/Clear Storm drains			X		Weekly + Storm Prep
Check Public Restrooms	X	X			Weekend checks during high traffic seasons
Contractor Cleaning - RMP			X		Contractor cleans Fridays and Mondays
Check Tanyard Hill Park			X		Review and schedule repairs as needed
Check Mamie Davis Park and Boardwalk	X				Review and schedule repairs as needed
Check/Clean Kayak Ramp				X	Monthly to quarterly cleaning
Check River Mill Park	X				Review and schedule repairs as needed
Clean/Maintain RMP Light Poles				X	
Check Furnace Branch Park			X		Review and schedule repairs as needed
Minor Brick Sidewalk Check/Repairs			X		Review and schedule repairs as needed
Maintain Town Buildings			X		Review and schedule repairs as needed
Maintain Town Equipment			X		Vehicle and small engine repair, seasonal and as needed
Clean Town Vehicle			X		Ensure cleanliness and care of town vehicle
Maintain Annex/PW Facility	X				External and Internal clean up and organization
Maintain Events Building at RMP				X	Monthly to quarterly
Check/Maintain Dumpster and storage area				X	
Water Flowers	X				Seasonal
Graffiti Check/Removal	X				
Litter Check/Removal	X				

Activity	Daily, M-F	Sat/Sun	Weekly	Monthly	Notes
Install/Repair Event Banners as Needed				X	Seasonal
Maintain Temporary Pipe on Mill Street			X		Until no longer needed

Maintenance Highlights (November 2022)

- Supported Tree Lighting on November 19th, 2022
- Installed holiday lights, wreaths and bows throughout the historic district and town parks.
- Prepared town parks and equipment for winter season.
- VDOT completed repairs on Nathaniel Ellicott Footbridge.

Special Maintenance Projects

Below is an updated list of maintenance activities with statuses updated as of December 1, 2022:

Project	Status	Completion Date	Notes
Building Maintenance			
Create new mailboxes and keybox area for Town Hall front office	Not started		
Replace Town Hall upstairs lights	Not started		
TH Window Cleaning 2023	Not started		Spring 2023
Repair Town Hall Eave	Not started		
Kitchen Updates	Not started		
Replace Town Hall HVAC	In progress		Site visits with potential contractors
Repair concrete steps at Town Hall	In progress		Resurfacing
Address crack in Town Hall basement	Completed	11/02/2022	
Craft Show and Events Preparation			
Support Peep Week 2023	Not started		Spring 2023
Remove and store holiday decorations	Not started		January 2023
Support HolidayFest events	Completed	12/4/2022	
Support TH Tree Lighting 2022	Completed	11/21/2022	
Install Bows, Wreaths, and Select Lights for Holidays 2022	Completed	11/21/2022	
Buy Holiday Bows	Completed	11/18/2022	
Set Up RMP Tree	Completed	11/14/2022	
Install HolidayFest Banners	Completed	11/07/2022	
Remove Spirits and Spirits Banners	Completed	11/04/2022	
Repair Holiday Wreaths	Completed	11/02/2022	

Project	Status	Completion Date	Notes
Pick up signs from Spirits and Spirits	Completed	10/31/2022	
Support Spirits & Spirits Event	Completed	10/29/2022	
Landscaping			
Coordinate Snow Treatment of Ellicott with VDOT	Not started		
Install Riprap at River Mill Park	Not started		
Hardscaping stairs at LOVE sign	Not started		
Hardscaping RMP Bench Swing	Not started		
Phlox in front of MDP	In progress		Coordinating with landscaper
Cut back vegetation on River Rd	In progress		Coordinating with landscaper
Plant liriopie along Mill St buffer in front of 402 Mill	In progress		Coordinating with landscaper
Address garden area along Washington/Commerce St	In progress		Coordinating with landscaper
Replant flower pots/boxes in Town ROW on Union	In progress		Coordinating with landscaper
Coordinate spring flower planting with landscaper	In progress		Coordinating with landscaper
Seed and aerate town parks and entry	In progress		Coordinating with landscaper
Procure Ice Melt for Winter Weather	In progress		Coordinating with landscaper
Fall Mulching	In progress		Coordinating with landscaper
Park Maintenance			
Install Shelf for Fridge	Not started		
Replace signs at dock	Not started		
Power wash Riverwalk/dock	Not started		Spring 2023
RMP Bathroom Upgrades	Not started		
Repair Dock Fees Box at Town Dock	Not started		
Add Outlets to RMP and Footbridge	In progress		
Buy LED Lights for RMP Light Poles	In progress		
Rewire and convert RMP lights to LED	In progress		

Project	Status	Completion Date	Notes
Mamie Davis Park Signage Update	In progress		
Winterize RMP	Completed	11/18/2022	
Winterize MDP	Completed	11/14/2022	
Plumber fix RMP bathroom	Completed	11/07/2022	
Footbridge Walkway Repairs	Completed	11/04/2022	
General Repairs to RMP Bathroom	Completed	11/02/2022	
Public Art/Historic Markers			
Remove public art banner; coordinating with property owner to install replacement banner	Not started		
Special Projects			
Transfer box set up at Annex	Not started		
Backup Generator Project	Not started		
Install Solar Pilot on Gaslights	In progress		
Coordinate communications and install banner for damn siren test	Completed	11/3/2022	
Spring Clean Up			
Clean public trash and recycling cans	Not started		Spring 2023
Touch up paint on gaslights	Not started		Spring 2023
Clean glass on gaslights	Not started		Spring 2023
Streets, Sidewalks, and Parking			
Install Curb Stops Along Fence Line in Town Poplar Lot	Not started		
Paint Street Sign Poles Black Outside Historic District	Not started		
Cut bolts on Parking Signs	Not started		
Convert old trash cans into flower holders	In progress		
Put out and reorganize new trash cans	In progress		New Placement on Mill Street and Rt. 123 Bridge
Paint curb at Ellicott onto Center Lane	In progress		

Brick Installation and Maintenance Projects - Below is the status of the replacement and maintenance of sidewalk bricks:

Location	Not Started	In Progress	Completed	Notes
Town Hall	X			FY2023
Minor Brick Repairs		X		Repairs and replacement ongoing; loose and missing brick repairs ongoing
Union/Mill Street Intersection	X			Obtaining estimates to install ramp at Union/Mill Street (currently a step down curb) Not budgeted; only obtaining estimates at this time.

Events and Community Development

Untrim a Tree

Please consider taking a tag from the Untrim a Tree this year to donate a gift to families-in-need in our local community. There are many tags left that represent a child's wish. Gift drop off at Town Hall will end on December 5, 2022.

HolidayFest November 19-December 4

Shop, Dine, & Win! Contest

Historic District, Nov 19 - Dec 4

Visitors are encouraged to shop and dine at their favorite Occoquan businesses for a chance to win Occoquan business gift cards.

Holiday Artisan Market

River Mill Park, December 3-4

The Town will host a Holiday Artisan Market on December 3 & 4 where artisans and makers will offer original, handmade work in a full range of media.

Saturday, December 4 from 11am-5pm

Sunday, December 5 from 11am-4pm

Shuttle service is available both days, 11am to 6pm.

Visit with Santa

River Mill Park, December 3-4

Santa will arrive by boat at the town dock at Mamie Davis Park on 12/3 at 10:30am. His greeters will escort him to River Mill Park. Santa will be ready for a singalong, photos, and a visit with families from 11am to 1:00pm both market days.

Concerts in the Park

River Mill Park, December 3-4

Concerts are scheduled both days at the Artisan Market: Saturday brings Lake Ridge Chorale to River Mill Park and we're pleased to host The Hot Lanes, a 16-piece big band on Sunday. Both concerts are at 2pm.

Gingerbread Contest

River Mill Park, December 3-4

Vote for your favorite gingerbread creation at the Gingerbread House tent in River Mill Park during the Artisan Market. Winners will be announced December 4 at 3:30pm.

Letters to Santa

Nov 19 - Dec 4

Visitors may send a letter to Santa by dropping their mail at Town Hall (314 Mill St) or Hitchcock Paper Co. (125 Mill St) in the red North Pole mailboxes at each spot. Letters in by December 4 that include a return address, will receive a personalized letter back.

Shop Late

Historic District, December 10

Many businesses will be open until 8:00pm or later this evening.

Shuttle service is available.

Shuttle Service for Holiday Shopping

Free Shuttle Service into town from the VDOT lot at Rt 123 and Old Bridge Road will be available the following dates and times:

- December 3, 11am-6pm
- December 4, 11am-6pm
- December 10, 12pm -9pm
- December 17, 12pm-9pm

**Town of Occoquan - Permit Report
November 2022**

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2016-04490	204 BRAWNERS FARM PL	200 Amp Panel Change	Electrical	Finalized	R - Alteration/Repair	04/28/2016	10/21/2022
GAS2023-00706	1521 COLONIAL DR	Replace Gas Furnace LIKE FOR LIKE	Gas	Pending	C - Alteration/Repair		
BLD2023-01042	205 COMMERCE ST	Remodel two bathrooms 2ND FLOOR, NON STRUCTURAL INTERIOR A/R	Building	Issued	R - Alteration/Repair	08/26/2022	
ELE2023-01253	205 COMMERCE ST	Remodel two bathrooms 2ND FLOOR, NON STRUCTURAL INTERIOR A/R	Electrical	Issued	R - Alteration/Repair	08/31/2022	
MEC2023-00620	205 COMMERCE ST	Replace Dryer Vent	Mechanical	Issued	R - Alteration/Repair	09/29/2022	
PLB2023-00516	205 COMMERCE ST	Renovate Master bathroom as well as second floor hall bathroom	Plumbing	Issued	R - Alteration/Repair	09/11/2022	
BLD2022-02702	312 COMMERCE ST	150 lf floor joist ,390 lf floor joist replacement , 48 lf sil plate, 375 sf sub floor replacement , 3 intellijacks	Building	Issued	R - Alteration/Repair	02/02/2022	
BLD2022-06847	312 COMMERCE ST	FLOOR AND ROOF REPAIR AFTER CHIMNEY REMOVAL.	Building	Issued	R - Alteration/Repair	07/26/2022	
BLD2022-07449	312 COMMERCE ST	DOWNSTAIRS/MAIN LEVEL - KITCHEN AND BACK BAY WINDOW ROOM, ADD PARTITION WALL TO CREATE TWO NEW HALF BATHROOMS. UPSTAIRS/SECOND LEVEL - ADD SHOWER TO EXISTING HALF BATH AND BUILD NEW MASTER BATHROOM. ADD SMALL GALLEY KITCHEN TO UPSTAIRS SPACE. ALL NON-STRUCTURAL FRAMING, DRYWALL, AND PAINTING. **Homeowner takeover permit from BLD2022-06230**	Building	Issued	R - Alteration/Repair	06/02/2022	
ELE2022-04507	312 COMMERCE ST	REPLACING 200 AMP PANEL - DID NOT RUN ANY NEW CIRCUITS, NEW CIRCUITS RUN BY HOMEOWNER AFTER THE FACT	Electrical	Finalized	R - Alteration/Repair	03/24/2022	10/12/2022

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2023-01050	312 COMMERCE ST	DOWNSTAIRS/MAIN LEVEL - KITCHEN AND BACK BAY WINDOW ROOM, ADD PARTITION WALL TO CREATE TWO NEW HALF BATHROOMS. UPSTARIS/SECOND LEVEL - ADD SHOWER TO EXISTING HALF BATH AND BUILD NEW MASTER BATHROOM. ALL NON-STRUCTURAL FRAMING, DRYWALL, AND PAINTING. **Homeowner takeover permit from BLD2022-06230**	Electrical	Issued	R - Alteration/Repair	08/25/2022	
MEC2023-00021	312 COMMERCE ST	Ductless Hvac for building	Mechanical	Issued	R - Alteration/Repair	08/12/2022	
MEC2023-00394	312 COMMERCE ST	DOWNSTAIRS/MAIN LEVEL - KITCHEN AND BACK BAY WINDOW ROOM, ADD PARTITION WALL TO CREATE TWO NEW HALF BATHROOMS. UPSTARIS/SECOND LEVEL - ADD SHOWER TO EXISTING HALF BATH AND BUILD NEW MASTER BATHROOM. ALL NON-STRUCTURAL FRAMING, DRYWALL, AND PAINTING. **Homeowner takeover permit from BLD2022-06230**	Mechanical	Issued	R - Alteration/Repair	08/25/2022	
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Pending	R - Alteration/Repair		
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Pending	R - Alteration/Repair		
PLB2023-00432	312 COMMERCE ST	DOWNSTAIRS/MAIN LEVEL - KITCHEN AND BACK BAY WINDOW ROOM, ADD PARTITION WALL TO CREATE TWO NEW HALF BATHROOMS. UPSTARIS/SECOND LEVEL - ADD SHOWER TO EXISTING HALF BATH AND BUILD NEW MASTER BATHROOM. ALL NON-STRUCTURAL FRAMING, DRYWALL, AND PAINTING. **Homeowner takeover permit from BLD2022-06230**	Plumbing	Issued	R - Alteration/Repair	08/25/2022	

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2021-07195	459 FORTRESS WAY	Installation of a new timber retaining wall with 6 x 6 pressure treated lumber. Inclusive of backfill and compact excavated areas with finished grade sloped and the installation of a new foundation drainage system and new clean stone.	Building	Issued	C - Retaining Wall	11/05/2021	
BLD2022-06756	126 MILL ST	TLO & Occupancy permit for the A-2 use of an outdoor seating area for a beer garden w/two 800 SF pergolas. Adjacent kitchen and bathroom permit is BLD2022-03797. Anticipated power service will be under a separate permit.	Building	Pending	C - Tenant Layout		
BLD2022-03797	200 MILL ST	TENANT LAYOUT FOR MILL STREET BEER GARDEN (KITCHEN & BATHROOM BUILDING) IN THE TOWN OF OCCOQUAN. □ OUTDOOR SEATING AREA PERMIT - BLD2022-06756	Building	Issued	C - Tenant Layout	05/05/2022	
ELE2022-03957	200 MILL ST	TENANT LAYOUT FOR MILL STREET BEER GARDEN IN THE TOWN OF OCCOQUAN.	Electrical	Issued	C - Tenant Layout	10/10/2022	
MEC2022-01673	200 MILL ST	TENANT LAYOUT FOR MILL STREET BEER GARDEN IN THE TOWN OF OCCOQUAN.	Mechanical	Issued	C - Tenant Layout	09/28/2022	
MEC2022-01674	200 MILL ST	TENANT LAYOUT FOR MILL STREET BEER GARDEN IN THE TOWN OF OCCOQUAN.	Mechanical	Pending	C - Tenant Layout		
PLB2022-01611	200 MILL ST	TENANT LAYOUT FOR MILL STREET BEER GARDEN IN THE TOWN OF OCCOQUAN.	Plumbing	Issued	C - Tenant Layout	05/13/2022	
PLB2022-02374	314 MILL ST	water pipe replacement of bathroom (not fixtures), interior building drain/groundworks replacement	Plumbing	Issued	C - Alteration/Repair	04/12/2022	
BLD2023-02366	402 MILL ST	***TOWN OF OCCOQUAN*** INTERIOR A/R - STRUCTURAL WORKS	Building	Pending	C - Alteration/Repair		
ELE2022-06383	404 MILL ST	Interior alteration of an existing shop into a bakery with a small space at the front for sale s& dining. Tenant space designed as B use with less than 15 occupants	Electrical	Pending	C - Tenant Layout		

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
GAS2022-02325	404 MILL ST	Interior alteration of an existing shop into a bakery with a small space at the front for sale s& dining. Tenant space designed as B use with less than 15 occupants	Gas	Pending	C - Tenant Layout		
MEC2022-02843	404 MILL ST	Interior alteration of an existing shop into a bakery with a small space at the front for sale s& dining. Tenant space designed as B use with less than 15 occupants	Mechanical	Pending	C - Tenant Layout		
PLB2022-02785	404 MILL ST	Interior alteration of an existing shop into a bakery with a small space at the front for sale s& dining. Tenant space designed as B use with less than 15 occupants	Plumbing	Pending	C - Tenant Layout		
BLD2022-01583	416 MILL ST	(SEE BCE2021-00265) Construct a covered roof over existing patio. Located in the rear of the existing restaurant bldg and does not increase the previous occupant load.	Building	Issued	C - Tenant Layout	03/01/2022	
BLD2021-06635	450 MILL ST	TLO FOR POPPS	Building	Issued	C - Tenant Layout	05/03/2022	
ELE2022-00482	450 MILL ST	TLO FOR POPPS	Electrical	Pending	C - Tenant Layout		
MEC2021-02381	450 MILL ST	THE COTTAGE - TLO	Mechanical	Pending	C - Tenant Layout		
PLB2022-00959	450 MILL ST	THE COTTAGE - TLO	Plumbing	Pending	C - Tenant Layout		
BLD2022-02422	458 MILL ST	TEMPORARY INFLATABLE MOVIE SCREEN - EVENT ON 10/23/2021	Building	Finald	C - Temporary Activity	10/22/2021	09/23/2022
BLD2023-02148	458 MILL ST	TEMPORARY MOVIE SCREEN EVENT: 10/21/2022	Building	Finald	C - Temporary Activity	10/18/2022	10/21/2022
BLD2022-00079	109 POPLAR LN	CUSTOM SFD	Building	Issued	R - New Single Family Dwelling	03/01/2022	
BLD2023-01907	109 POPLAR LN	Demolition of existing single family structure in preparation for the building of new single family house. Zoning and grading plan which shows demolition details have been approved by the Town of Occoquan and were submitted with the building plan to PWC. The approved building plan for the new single family house and permits have been issued by PWC (Building permit # BLD 2022-00079).	Building	Finald	Demolition	09/27/2022	10/17/2022
ELE2023-00992	109 POPLAR LN	CUSTOM SFD - TEMP ON POLE FOR CONSTRUCTION	Electrical	Issued	R - New Single Family Dwelling	08/18/2022	

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2022-06898	208 POPLAR ALY	New tenant layout for a Micro Bar. Interior renovation to include a warming kitchen (no hood), bar service & the demolition of a section of the existing upper floor area to create a mezzanine. The reaming floor area to be walled off as an attic space.	Building	Finaled	C - Tenant Layout	07/29/2022	10/06/2022
ELE2022-06643	208 POPLAR ALY	New tenant layout for a Micro Bar. Interior renovation to include a warming kitchen (no hood), bar service & the demolition of a section of the existing upper floor area to create a mezzanine. The reaming floor area to be walled off as an attic space.	Electrical	Finaled	C - Tenant Layout	08/04/2022	10/05/2022
MEC2022-02770	208 POPLAR ALY	New tenant layout for a Micro Bar. Interior renovation to include a warming kitchen (no hood), bar service & the demolition of a section of the existing upper floor area to create a mezzanine. The reaming floor area to be walled off as an attic space.	Mechanical	Finaled	C - Tenant Layout	08/04/2022	10/04/2022
PLB2022-03056	208 POPLAR ALY	New tenant layout for a Micro Bar. Interior renovation to include a warming kitchen (no hood), bar service & the demolition of a section of the existing upper floor area to create a mezzanine. The reaming floor area to be walled off as an attic space.	Plumbing	Finaled	C - Tenant Layout	08/04/2022	10/04/2022
BLD2021-08525	206 UNION ST	Converting existing retails space to new Nail Salon.	Building	Finaled	C - Tenant Layout	11/15/2021	11/01/2022
ELE2022-04601	206 UNION ST	Converting existing retails space to new Nail Salon. TAKE-OVER PERMIT FROM ELE2022-01996	Electrical	Finaled	C - Tenant Layout	03/23/2022	10/17/2022
MEC2022-01112	206 UNION ST	Converting existing retails space to new Nail Salon.	Mechanical	Finaled	C - Tenant Layout	01/14/2022	10/13/2022
PLB2022-01118	206 UNION ST	Converting existing retails space to new Nail Salon.	Plumbing	Finaled	C - Tenant Layout	03/01/2022	10/17/2022
ELE2023-00837	104 WASHINGTON ST	Adding 240volts 20amps outlet in garage **FOR WOOD JOINTER PER DISCUSSION WITH ELE CONTRACTOR**	Electrical	Issued	R - Alteration/Repair	08/11/2022	

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
ELE2023-01713	104 WASHINGTON ST	outlet for a EVcharger	Electrical	Finaled	R - Alteration/Repair	10/12/2022	11/03/2022
BLD2021-00870	127 WASHINGTON ST	A/R TO ADD BEDROOM & QUARTERS ABOVE KITCHEN	Building	Finaled	R - Alteration/Repair	11/09/2020	10/18/2022
ELE2021-02202	127 WASHINGTON ST	Add bedroom and quarters above kitchen	Electrical	Finaled	R - Alteration/Repair	11/15/2020	10/18/2022
MEC2021-01175	127 WASHINGTON ST	install heat pump with duct work	Mechanical	Finaled	R - Alteration/Repair	11/20/2020	10/18/2022
PLB2021-02432	127 WASHINGTON ST	A/R TO ADD BEDROOM & QUARTERS ABOVE KITCHEN	Plumbing	Finaled	R - Alteration/Repair	04/01/2021	10/18/2022
ELE2023-02064	186 WASHINGTON ST	INSTALL (1) NEW 240V 50 AMP CIRCUIT FOR CAR CHARGER	Electrical	Pending	R - Alteration/Repair		
BLD2022-02442	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Building	Issued	C - Tenant Layout	06/17/2022	
ELE2022-03991	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Electrical	Pending	C - Tenant Layout		
MEC2022-01565	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Mechanical	Pending	C - Tenant Layout		
PLB2022-01433	206 WASHINGTON ST	Change of Use of an existing residential space to an office. Demo and new construction of existing space to follow update ADA requirements. Mixed use.	Plumbing	Pending	C - Tenant Layout		

Development Project

END OF REPORT

TOWN OF OCCOQUAN
FINANCIAL STATEMENTS
AS OF 10/31/2022

	As of 7/1/22 (unaudited)	Unaudited Income/ (Loss) YTD FY23	As of 10/31/2022
Nonspendable:			
Mamie Davis Fund	\$ 100,000		\$ 100,000
Restricted:			
E-Summons Fund	\$ 22,085	\$ 3,683	\$ 25,769
Assigned:			
Operating Reserves	\$ 194,832		\$ 194,832
Events Fund	\$ 25,000	\$ 44,031	\$ 69,031
CIP Fund	\$ 101,000	\$ (12,336)	\$ 88,664
Public Safety Grant Fund	\$ 13,206	\$ (277)	\$ 12,929
Mamie Davis Park Fund	\$ 11,492	\$ 65	\$ 11,557
PEG Fund	\$ 1,776	\$ -	\$ 1,776
Subtotal Assigned:	\$ 347,305	\$ 31,484	\$ 378,790
Unassigned:	\$ -	\$ (89,080)	\$ (89,080)
Total Fund Balance:	\$ 469,391	\$ (53,912)	\$ 415,479

Additional Information:

SLFRF Balance:	\$ 949,561	\$ (26,595)	\$ 922,966
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The Town of Occoquan
Profit & Loss Budget Performance
July through October 2022

	Jul - Oct 22	Annual Budget	Over/(Under) Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · TAXES				
40010 · Real Estate	\$ 3,056	\$ 275,492	\$ (272,436)	1%
40020 · Meals Tax	\$ 103,321	\$ 282,499	\$ (179,178)	37%
40030 · Sales Tax	\$ 14,046	\$ 36,000	\$ (21,954)	39%
40040 · Utility Tax	\$ 9,726	\$ 30,000	\$ (20,274)	32%
40050 · Communications Tax	\$ 10,767	\$ 33,000	\$ (22,233)	33%
40060 · Transient Occupancy Tax	\$ 6,466	\$ 14,500	\$ (8,034)	45%
Total 40000 · TAXES	\$ 147,388	\$ 671,491	\$ (524,103)	22%
41000 · FEES/LICENSES				
41010 · Vehicle License	\$ 4,789	\$ 11,000	\$ (6,212)	44%
41020 · Business Licenses	\$ 1,846	\$ 68,800	\$ (66,954)	3%
41030 · Late Fees	\$ 434	\$ 2,500	\$ (2,066)	17%
41040 · FINES (PUBLIC SAFETY)	\$ 98,427	\$ 345,000	\$ (246,573)	29%
41100 · Administrative Fees	\$ 3,070	\$ 10,000	\$ (6,930)	31%
41120 · Service Revenue - Eng	\$ 5,865	\$ 10,000	\$ (4,135)	59%
41130 · Service Revenue - Legal	\$ -	\$ 10,000	\$ (10,000)	0%
41140 · Service Revenue - Other	\$ -	\$ 500	\$ (500)	0%
41000 · FEES/LICENSES - Other	\$ -	\$ 1,500	\$ (1,500)	0%
Total 41000 · FEES/LICENSES	\$ 114,964	\$ 459,300	\$ (344,336)	25%
42000 · GRANTS				
42010 · LITTER	\$ -	\$ 1,329	\$ (1,329)	0%
42020 · HB 599	\$ 6,510	\$ 35,688	\$ (29,178)	18%
42021 · NHSTA (DMV)				
Total 42021 · NHSTA (DMV)	\$ 4,190	\$ 15,000	\$ (10,810)	28%
42030 · SLFRF	\$ 26,595	\$ 30,225	\$ (3,630)	88%
Total 42000 · GRANTS	\$ 37,295	\$ 82,242	\$ (44,947)	45%
43000 · RENTALS				
43020 · River Mill Park	\$ 500	\$ 3,000	\$ (2,500)	17%
43030 · Mamie Davis Park Rental	\$ 550	\$ 2,000	\$ (1,450)	28%
43040 · 200 Mill Street Lease	\$ -	\$ 7,613	\$ (7,613)	0%
Total 43000 · RENTALS	\$ 1,050	\$ 12,613	\$ (11,563)	8%
44000 · OTHER				
44010 · General Fund Interest	\$ 7,254	\$ 900	\$ 6,354	806%
44060 · Other ¹	\$ 1,280	\$ 1,000	\$ 280	128%
Total 44000 · OTHER	\$ 8,535	\$ 1,900	\$ 6,635	449%
Total Income	\$ 309,231	\$ 1,227,546	\$ (918,315)	25%
Gross Profit	\$ 309,231	\$ 1,227,546	\$ (918,315)	25%
Expense				
Total 60000 · PERSONNEL SERVICES	\$ 206,317	\$ 708,934	\$ (502,617)	29%
Total 60400 · PROFESSIONAL SERVICES	\$ 55,698	\$ 169,321	\$ (113,623)	33%
Total 60800 · INFORMATION TECH SERV	\$ 13,658	\$ 31,100	\$ (17,442)	44%
Total 61200 · MATERIALS AND SUPPLIES	\$ 8,936	\$ 27,230	\$ (18,294)	33%
Total 61600 · OPERATIONAL SERVICES	\$ 5,226	\$ 9,000	\$ (3,774)	58%
Total 62000 · CONTRACTS	\$ 38,583	\$ 112,382	\$ (73,799)	34%
Total 62400 · INSURANCE	\$ 19,344	\$ 33,690	\$ (14,346)	57%
Total 62800 · PUBLIC INFORMATION	\$ 1,284	\$ 5,020	\$ (3,736)	26%
Total 63200 · ADVERTISING²	\$ 2,070	\$ 2,000	\$ 70	104%
Total 63600 · TRAINING AND TRAVEL	\$ 9,124	\$ 18,210	\$ (9,086)	50%
Total 64000 · VEHICLES AND EQUIPMENT	\$ 13,363	\$ 27,210	\$ (13,847)	49%
Total 64400 · SEASONAL³	\$ 498	\$ 10,500	\$ (10,002)	5%
64700 · FACILITIES EXPENSE				
Total 64800 · TOWN HALL	\$ 5,570	\$ 11,890	\$ (6,320)	47%

The Town of Occoquan
Profit & Loss Budget Performance
 July through October 2022

	Jul - Oct 22	Annual Budget	Over/(Under) Budget	% of Budget
Total 65200 · MILL HOUSE MUSEUM	\$ 300	\$ 6,500	\$ (6,200)	5%
Total 65600 · 200 MILL ST	\$ -	\$ 500	\$ (500)	0%
Total 66000 · ANNEX / MAINTENANCE YARD	\$ 954	\$ 5,910	\$ (4,956)	16%
Total 66400 · MILL ST STORAGE FACILITY	\$ -	\$ 250	\$ (250)	0%
Total 66800 · RIVER MILL PARK & FACIL	\$ 5,519	\$ 16,200	\$ (10,681)	34%
Total 67200* · MAMIE DAVIS PARK & RIVERWALK	\$ 840	\$ 3,600	\$ (2,760)	23%
Total 67600 · TANYARD HILL ROAD PARK	\$ -	\$ 250	\$ (250)	0%
Total 68000 · FURNACE BRANCH PARK	\$ -	\$ 250	\$ (250)	0%
Total 68400* · STREETS AND SIDEWALKS	\$ 2,727	\$ 3,000	\$ (273)	91%
Total 68800 · HISTORIC DISTRICT ⁴	\$ 8,578	\$ 24,600	\$ (16,022)	35%
Total 64700 · FACILITIES EXPENSE	\$ 24,488	\$ 72,950	\$ (48,462)	34%
Total Expense	\$ 398,587	\$ 1,227,546	\$ (828,959)	32%
Net Ordinary Income	\$ (89,356)	\$ (0)	\$ (89,356)	
Net Income	\$ (89,356)	\$ (0)	\$ (89,356)	

CIP FUND

Ordinary Income/Expense				
Income				
42000 · GRANTS	\$ -	\$ 165,000	\$ (165,000)	0%
44000 · OTHER				
Total 44000 · OTHER ⁵	\$ -			
Total Income	\$ -	\$ 165,000	\$ (165,000)	0%
70000 · CIP EXPENSE				
70001 · Streetscape ⁶	\$ -	\$ -		
70004 · Sidewalk Maintenance	\$ 6,400	\$ 10,000	\$ (3,600)	64%
70005 · Building Maintenance	\$ 5,936	\$ 74,500	\$ (68,564)	8%
70006 · Stormwater Management	\$ -	\$ 155,000	\$ (155,000)	0%
70014 · Timed Parking Equipment	\$ -	\$ 5,500	\$ (5,500)	0%
74001 · Vehicles & Equipment	\$ -	\$ 16,000	\$ (16,000)	0%
76001 · Computer Upgrades	\$ -	\$ 5,000	\$ (5,000)	0%
Total 70000 · CIP EXPENSE	\$ 12,336	\$ 266,000	\$ (253,664)	5%
Net Income	\$ (12,336)	\$ (101,000)	\$ 88,664	12%

E-Summons Fund

Ordinary Income/Expense				
Income				
Total 41000 · FEES/LICENSES	\$ 3,868	\$ 12,000	\$ (8,132)	32%
Total Income	\$ 3,868	\$ 12,000	\$ (8,132)	32%
Expense				
Total 60800 · INFORMATION TECH SERV	\$ -	\$ 1,750	\$ (1,750)	0%
Total 61200 · MATERIALS AND SUPPLIES	\$ 185	\$ 1,400	\$ (1,215)	13%
Total Expense	\$ 185	\$ 3,150	\$ (2,965)	6%
Net Ordinary Income	\$ 3,683	\$ 8,850	\$ (5,167)	42%
Net Income	\$ 3,683	\$ 8,850	\$ (5,167)	42%

EVENTS FUND

Ordinary Income/Expense				
Income				
41000 · FEES/LICENSES				
41160 · Convenience Fees	\$ 1,431	\$ 5,500	\$ (4,069)	26%
Total 41000 · FEES/LICENSES	\$ 1,431	\$ 5,500	\$ (4,069)	26%
42000 · GRANTS	\$ -	\$ 10,000	\$ (10,000)	0%
44000 · OTHER				

The Town of Occoquan
Profit & Loss Budget Performance
July through October 2022

	Jul - Oct 22	Annual Budget	Over/(Under) Budget	% of Budget
44020 · Events Fund Interest	\$ 31	\$ 1,200	\$ (1,169)	3%
44035 · Bricks Interest	\$ 4			
44040 · Bricks Revenue	\$ 114	\$ 1,800	\$ (1,686)	6%
Total 44000 · OTHER	\$ 148	\$ 3,000	\$ (2,852)	5%
47000 · EVENTS REVENUE				
47010 · Sponsorships	\$ 6,701	\$ 13,000	\$ (6,299)	52%
47020 · Booth Rentals	\$ 85,725	\$ 138,195	\$ (52,470)	62%
47021 · Ticket Sales				
Total 47021 · Ticket Sales	\$ 5,081	\$ 11,100	\$ (6,019)	46%
47030 · Shuttle Fees	\$ 31,306	\$ 66,600	\$ (35,294)	47%
47040 · Parking Space Sales	\$ 5,475	\$ 7,725	\$ (2,250)	71%
47060 · Merchandise	\$ 580	\$ 1,750	\$ (1,170)	33%
Total 47000 · EVENTS REVENUE	\$ 134,868	\$ 238,370	\$ (103,502)	57%
Total Income	\$ 136,447	\$ 256,870	\$ (120,423)	53%
Expense				
Total 60000 · PERSONNEL SERVICES	\$ 21,138	\$ 71,548	\$ (50,409)	30%
Total 60400 · PROFESSIONAL SERVICES	\$ 3,347	\$ 10,000	\$ (6,653)	33%
Total 60800 · INFORMATION TECH SERV	\$ 403			
Total 61200 · MATERIALS AND SUPPLIES	\$ 10,349	\$ 9,400	\$ 949	110%
Total 62000 · CONTRACTS	\$ 34,864	\$ 64,875	\$ (30,011)	54%
Total 63200 · ADVERTISING	\$ 11,733	\$ 25,500	\$ (13,767)	46%
64700 · FACILITIES EXPENSE				
Total 66800 · RIVER MILL PARK & FACIL	\$ 110	\$ 650	\$ (540)	17%
Total 64700 · FACILITIES EXPENSE	\$ 110	\$ 650	\$ (540)	17%
69200 · SPECIAL EVENTS				
69210 · HolidayFest	\$ -	\$ 2,750	\$ (2,750)	0%
69220 · Volunteer TY / Town Party	\$ 1,935	\$ 2,500	\$ (565)	77%
69250 · River Mill Park Events	\$ 7,496	\$ 6,425	\$ 1,071	117%
69290 · Other Special Events	\$ 1,041	\$ 2,575	\$ (1,534)	40%
Total 69200 · SPECIAL EVENTS	\$ 10,472	\$ 14,250	\$ (3,778)	73%
Total Expense	\$ 92,416	\$ 196,223	\$ (103,807)	47%
Net Ordinary Income	\$ 44,031	\$ 60,647	\$ (16,616)	73%
Net Income	\$ 44,031	\$ 60,647	\$ (16,616)	73%

MAMIE DAVIS PARK

Ordinary Income/Expense				
Income				
44000 · OTHER				
44030 · Mamie Davis Park Interest	\$ 65	\$ 500	\$ (435)	13%
Total 44000 · OTHER	\$ 65	\$ 500	\$ (435)	13%
Total Income	\$ 65	\$ 500	\$ (435)	13%
70000 · CIP EXPENSE				
72005 · Mamie Davis Park Renovations	\$ -	\$ 5,000	\$ (5,000)	0%
Total 70000 · CIP EXPENSE	\$ -	\$ 5,000	\$ (5,000)	0%
Net Income	\$ 65	\$ (4,500)	\$ 4,565	-1%
TOTAL NET INCOME (LOSS) ALL FUNDS	\$ (53,912)	\$ (36,003)	\$ (17,909)	150%

Note 1: Change to prior reports. \$1,280 reimbursement moved from CIP to General Fund.

Note 2: Only legal advertisements, including council meetings

Note 3: Change to prior reports. \$7,100 holiday decorating contract deferred until November. Full year expected to be within budget.

Note 4: Change to prior reports. \$2,798.61 cost moved from CIP to General Fund.

Note 5: Change to prior reports. \$1,280 reimbursement moved from CIP to General Fund.

Note 6: Change to prior reports. \$2,798.61 cost moved from CIP to General Fund.

The Town of Occoquan
Balance Sheet Prev Year Comparison
As of October 31, 2022

	Oct 31, 22	Oct 31, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
10001 · Petty Cash - Operating	\$ 100	\$ 98	\$ 2
10022 · Operating Account 0058	\$ 34,416	\$ 44,806	\$ (10,390)
10024 · Reserves MM 4220	\$ 150,353	\$ -	\$ 150,353
10029 · Events Fund - Checking 3126	\$ 37,761	\$ 74,180	\$ (36,419)
10030 · Events Fund - Checking B&H	\$ -	\$ 2,121	\$ (2,121)
10031 · Events Fund CD - B&H	\$ -	\$ 200,000	\$ (200,000)
10033 · Events Fund - Paypal	\$ 8,347	\$ 7,200	\$ 1,147
10034 · VIP - Investment Pool			
25-0001 · VIP 1-3 Year Bond Fund 0001	\$ -	\$ 225	\$ (225)
25-5001 · VIP NAV Liquidity Pool 5001	\$ 931,225	\$ 474,836	\$ 456,389
Total 10034 · VIP - Investment Pool	\$ 931,225	\$ 475,060	\$ 456,165
10080 · Mamie Davis Checking - B&H	\$ -	\$ 6,891	\$ (6,891)
10081 · Mamie Davis CD - B&H	\$ -	\$ 100,000	\$ (100,000)
10082 · Mamie Davis Savings 4201	\$ 7,172	\$ -	\$ 7,172
10083 · Mamie Davis CD	\$ 100,000	\$ -	\$ 100,000
10091 · Bricks - PayPal	\$ 194	\$ 385	\$ (191)
10094 · Event Fund - MM 5997	\$ 15,569	\$ 15,552	\$ 16
10095 · Bricks MM 2125	\$ 12,306	\$ 11,298	\$ 1,008
Total Checking/Savings	\$ 1,297,442	\$ 937,592	\$ 359,850
Accounts Receivable			
10180 · Accounts Receivable	\$ 94,149	\$ 130,614	\$ (36,465)
Total Accounts Receivable	\$ 94,149	\$ 130,614	\$ (36,465)
Other Current Assets			
14990 · Undeposited Funds	\$ 3,505	\$ 1,664	\$ 1,840
Total Other Current Assets	\$ 3,505	\$ 1,664	\$ 1,840
Total Current Assets	\$ 1,395,096	\$ 1,069,870	\$ 325,226
TOTAL ASSETS	\$ 1,395,096	\$ 1,069,870	\$ 325,226
LIABILITIES & EQUITY			
Liabilities			
Accounts Payable			
20000 · Accounts Payable	\$ 16,591	\$ 55,676	\$ (39,085)
Total Accounts Payable	\$ 16,591	\$ 55,676	\$ (39,085)
Credit Cards			
22000 · Credit Cards			
Total 22000 · Credit Cards	\$ 6,972	\$ 5,882	\$ 1,090
Total Credit Cards	\$ 6,972	\$ 5,882	\$ 1,090
Other Current Liabilities			
20935 · Performance Bond	\$ 35,989	\$ 4,368	\$ 31,621
20960 · Unearned Other Revenue			
20970 · Rental	\$ 300	\$ 1,550	\$ (1,250)
20972 · Unearned CARES Act Revenue	\$ -	\$ 8,807	\$ (8,807)
20973 · Unearned SLFRF Revenue	\$ 922,966	\$ 474,780	\$ 448,185
Total 20960 · Unearned Other Revenue	\$ 923,266	\$ 485,138	\$ 438,128
20980 · Unearned R.E. Tax	\$ 1,742	\$ 8,760	\$ (7,018)
21200 · Payroll Liabilities			
Total 21200 · Payroll Liabilities	\$ (657)	\$ 5	\$ (662)
Total Other Current Liabilities	\$ 960,339	\$ 498,270	\$ 462,069
Total Current Liabilities	\$ 983,903	\$ 559,829	\$ 424,074
Total Liabilities	\$ 983,903	\$ 559,829	\$ 424,074
Equity			
Total Equity	\$ 411,193	\$ 510,042	\$ (98,849)
TOTAL LIABILITIES & EQUITY	\$ 1,395,096	\$ 1,069,870	\$ 325,226

Town Attorney Report

To: Mayor and Council, Town of Occoquan

Thru: Adam Linn, Town Manager

From: Martin Crim, Town Attorney

Re: December 2022 Town Attorney Report

Date: November 30, 2022

NOT CONFIDENTIAL

This is a report on non-confidential matters that my office has been working on for the Town since my previous report dated October 24, 2022:

1. Worked with staff regarding a zoning map amendment.
2. Advised staff as to enforcement of requirement for as-built plans.
3. Consulted with staff regarding sidewalk construction.
4. Advised staff as to contract issues.
5. Advised staff as to the Town's options for dealing with a potentially dangerous structure.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business	Meeting Date: December 6, 2022
9A: Request to Adopt a Resolution to Refer Zoning Map Amendments to the Planning Commission	

Attachments:

- a. Resolution R-2022-13
- b. Draft Ordinance

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

This is a request to adopt a resolution to refer a Zoning Map Amendment to the Town Code generally relating to rezoning of R-1 parcels as well as public parks to the Planning Commission for review, public hearing, and recommendation.

Background

The Town Comprehensive Plan provides that all the properties located in the business district should be zoned B-1. Currently, there are 5 properties that are zoned R-1 in the business district. Of those 5 properties, 2 are being utilized for residential purposes the remaining 3 include parking lots and part of a religious building.

The Town Comprehensive Plan also provides that all Town parks be rezoned as PPU (Parks and Public Use). Currently, Mamie Davis Park and Furnace Branch park are the only remaining Town parks without that designation.

Staff Recommendation: Recommend referral to the Planning Commission for review, public hearing, and recommendation to the Town Council.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to adopt Resolution R-2022-13 to refer a zoning map amendment to the Planning Commission for its recommendation after public hearing."

OR

Other action Council deems appropriate.

**TOWN OF OCCOQUAN, VIRGINIA
RESOLUTION R-2022-13**

**RESOLUTION TO REFER ZONING MAP AMENDMENT TO PLANNING
COMMISSION TO REZONE CERTAIN R-1 PARCELS AND MAMIE DAVIS AND
FURNACE BRANCH PARKS IN ACCORDANCE WITH THE COMPREHENSIVE PLAN**

WHEREAS, pursuant to § 15.2-2223 of the Code of Virginia, the Town Council has adopted a comprehensive plan, with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities; and

WHEREAS, the Town of Occoquan Comprehensive Plan 2016-2026’s Future Land Use Map calls for mixed-use zoning on parcels currently zoned for residential use in the area between the Old and Historic Occoquan District and the Route 123 Bridge as well as a PPU designation for Mamie Davis and Furnace Branch parks; and

WHEREAS, § 157.005, 157.006 and 157.007 of the Town Code adopt the zoning map and its designations, locations, and boundaries as part of the Town Code and establish it as the only definitive statement of land use, superseding all prior zoning maps; and

WHEREAS, the Town Council finds that public necessity, convenience, general welfare, and good zoning practice requires amending the Town zoning ordinance to align it with the Town’s Comprehensive Plan; and

WHEREAS, by authority granted in § 15.2-1427 (D), 15.2-2285 (B), and 15.2-2286(A)(7), the Town Council may amend, supplement, or change the Town’s zoning regulations, and

WHEREAS, pursuant to § 15.2-2286(A)(7)(i), amendments to the zoning ordinance may be initiated by resolution of the Town Council, and

WHEREAS, pursuant to § 15.2-2285 (B), no zoning ordinance shall be amended or reenacted unless the planning commission has had an opportunity to make recommendations on it; and

WHEREAS, pursuant to §§ 15.2-2204 and 15.2-2285 (C), before approving and adopting any zoning ordinance or amendment thereof, the governing body shall hold at least one public hearing thereon; and

WHEREAS, the Town Council wishes to revise the existing Zoning Ordinance to serve the health, safety and general welfare of the public and accomplish the objectives of Virginia Code § 15.2-2200, and wishes to give reasonable consideration to the following purposes: (i) to provide for adequate light, air, convenience of access, and safety from fire, flood, impounding structure failure, crime and other dangers; (ii) to reduce or prevent congestion in the public streets; (iii) to facilitate the creation of a convenient, attractive and harmonious

community; (iv) to facilitate the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, flood protection, schools, parks, playgrounds, recreational facilities, and other public requirements; (v) to protect against destruction of or encroachment upon historic areas and working waterfront development areas; (vi) to protect against overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation, or loss of life, health, or property from fire, flood, impounding structure failure, panic or other dangers; (vii) to encourage economic development activities that provide desirable employment and enlarge the tax base; (viii) to provide for the preservation of lands of significance for the protection of the natural environment; (ix) to promote the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the locality is situated; and (x) to provide reasonable modifications in accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.) or state and federal fair housing laws, as applicable.

NOW, THEREFORE, BE IT RESOLVED that the Occoquan Town Council does hereby initiate R-2022-13 to address rezoning certain R-1 parcels to B-1 and Mamie Davis and Furnace Branch parks to PPU in accordance with the Comprehensive Plan 2016-2026’s Future Land Use Map as described in the attachment; and

BE IT FURTHER RESOLVED that the Occoquan Town Council does hereby refer the attached proposed map amendment to the zoning ordinance to the Planning Commission for its recommendations.

Adopted by the Town Council of the Town of Occoquan, Virginia this 6th day of December, 2022.

MOTION:

DATE:

Town Council Meeting

SECOND:

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Attested:

Earnest W. Porta, Jr., Mayor

Philip Auville, Town Clerk

ORDINANCE # O-2022-__

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING CERTAIN R-1 PARCELS TO B-1 AND MAMIE DAVIS AND FURNACE BRANCH PARKS TO PPU IN ACCORDANCE WITH THE COMPREHENSIVE PLAN

WHEREAS, The Town Council initiated a zoning map amendment to rezone certain parcels in accordance with Comprehensive Plan 2016-2026 by Resolution R-2022-13; and

WHEREAS, After receiving public input and the recommendation of the Planning Commission, the Town Council desires to amend the zoning ordinance to rezone certain parcels from R-1 to B-1 and Mamie Davis and Furnace Branch parks to PPU in accordance with the Comprehensive Plan’s Future Land Use Map and in order to accomplish the objectives of Virginia Code § 15.2-2200 and serve the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this ____ day of _____, 2022:

1. That the Town Council hereby amends the Zoning Map, as shown in Exhibit A, to rezone the selected parcels from R-1 to B-1 and Mamie Davis and Furnace Branch parks to PPU.
2. That this ordinance is effective upon passage.

BY ORDER OF THE TOWN COUNCIL

Meeting Date:
Town Council Meeting
Ord No. O-2022-__

RE:

MOTION:
SECOND:
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

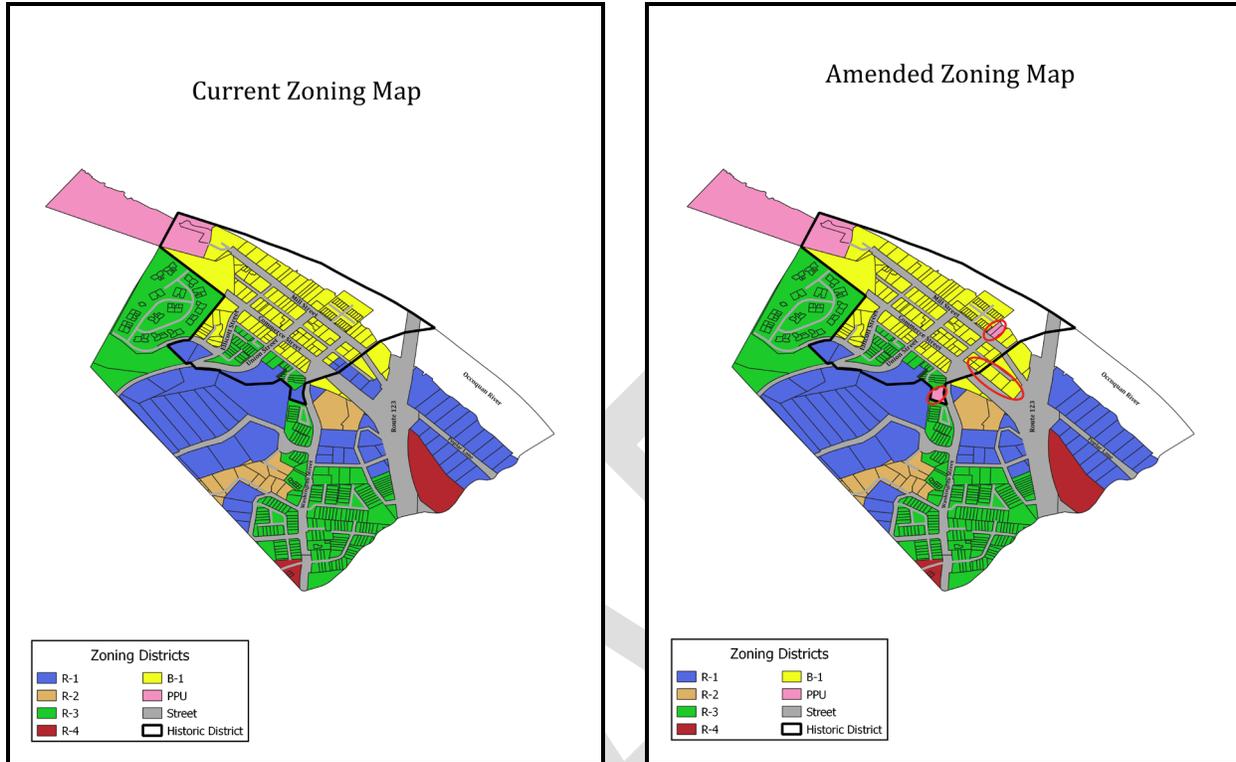
CERTIFIED COPY _____

Town Clerk

DRAFT

EXHIBIT A

Zoning Map Amendments



Parcel Information for Parcels Rezoned to B-1

GPIN	Address	Owner	Area	Current Zone	Amended Zone
8393-73-1790	115 Commerce Street	Town of Occoquan	0.317 acres	R-1	B-1
8393-73-1196	124 Poplar Alley	Private	0.254 acres	R-1	B-1
8393-74-0504	126 Poplar Alley	Private	0.257 acres	R-1	B-1
8393-64-9811	206 Coopers Alley	Private	0.082 acres estimated	R-1	B-1
8393-64-9407	208 Coopers Alley	Private	0.054 acres estimated	R-1	B-1
			0.964 acres		



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business

Meeting Date: December 6, 2022

9B: Request to Adopt a Resolution to Refer Zoning Map and Comprehensive Plan Amendments to the Planning Commission

Attachments:

- a. Resolution R-2022-14
- b. Draft Ordinance - Comprehensive Plan Amendment
- c. Draft Ordinance - Zoning Map Amendment

Submitted by:

Adam C. Linn
Interim Town Manager

Explanation and Summary:

This is a request to adopt a resolution to refer an amendment to the Comprehensive Plan 2016-2026's Future Land Use Map and a Zoning Map Amendment to the Town Code generally relating to rezoning of B-1 parcels at Myrtle Place and a Town-owned B-1 parcel comprising part of River Mill Park to the Planning Commission for review, public hearing, and recommendation.

The first proposed ordinance would amend the Comprehensive Plan to change the parcels at Myrtle Place, currently in a Mixed Use Overlay, to a Medium-High Density Residential designation and to designate a currently undesignated Town-owned parcel comprising part of River Mill Park as Park and Open Space.

The second proposed ordinance would amend the Town Zoning Map to reflect the changes to the Comprehensive Plan, changing the Myrtle Place parcels from B-1 to R-3 and the Town-owned parcel to PPU.

Background

The homes at Myrtle Place are currently zoned as B-1 for commercial use and are part of the Old and Historic Occoquan Overlay District. They are currently non-conforming structures, as the B-1 designation was given after the residential homes were built. Given their residential purposes, in the past residents have encountered issues with the B-1 zoning designation and the available uses do not properly fit the land usage wants and needs of the homeowners.

The Town-owned parcel is currently occupied by parts of River Mill Park, the Mill Street cul-de-sac and surrounding areas, and the Occoquan River cliffside housing the old mill ruins, adjacent to the Mill House Museum property.

Staff Recommendation: Recommend referral to the Planning Commission for review, public hearing, and recommendation to the Town Council.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

“I move to adopt Resolution R-2022-14 to refer a comprehensive plan amendment and a zoning map amendment to the Planning Commission for its recommendation after public hearing.”

OR

Other action Council deems appropriate.

**TOWN OF OCCOQUAN, VIRGINIA
RESOLUTION R-2022-14**

**RESOLUTION TO REFER COMPREHENSIVE PLAN AND ZONING MAP
AMENDMENTS TO PLANNING COMMISSION TO AMEND CERTAIN MIXED USE
OVERLAY PARCELS AND TO DESIGNATE A TOWN-OWNED PARCEL AS PARK AND
OPEN SPACE ON THE FUTURE LAND USE MAP AND TO REZONE THE
CORRESPONDING B-1 PARCELS ACCORDINGLY**

WHEREAS, pursuant to § 15.2-2223 of the Code of Virginia, the Town Council has adopted a comprehensive plan, with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities; and

WHEREAS, § 157.005, 157.006 and 157.007 of the Town Code adopt the zoning map and its designations, locations, and boundaries as part of the Town Code and establish it as the only definitive statement of land use, superseding all prior zoning maps; and

WHEREAS, the Town Council finds that public necessity, convenience, general welfare, and good zoning practice requires aligning the Town zoning ordinance with the Town’s Comprehensive Plan; and

WHEREAS, by authority granted in § 15.2-2229 of the Code of Virginia, the Town Council may prepare an amendment to the Town’s Comprehensive Plan and refer it to the local planning commission for public hearing; and

WHEREAS, by authority granted in § 15.2-1427 (D), 15.2-2285 (B), and 15.2-2286(A)(7), the Town Council may amend, supplement, or change the Town’s zoning regulations; and

WHEREAS, pursuant to § 15.2-2286(A)(7)(i), amendments to the zoning ordinance may be initiated by resolution of the Town Council; and

WHEREAS, pursuant to § 15.2-2285 (B), no zoning ordinance shall be amended or reenacted unless the planning commission has had an opportunity to make recommendations on it; and

WHEREAS, pursuant to §§ 15.2-2204 and 15.2-2285 (C), before approving and adopting any zoning ordinance, plan or amendment thereof, the governing body shall hold at least one public hearing thereon; and

WHEREAS, the Town Council wishes to revise the existing Zoning Ordinance to serve the health, safety and general welfare of the public and accomplish the objectives of Virginia Code § 15.2-2200, and wishes to give reasonable consideration to the following purposes: (i) to provide for adequate light, air, convenience of access, and safety from fire, flood, impounding structure failure, crime and other dangers; (ii) to reduce or prevent congestion

in the public streets; (iii) to facilitate the creation of a convenient, attractive and harmonious community; (iv) to facilitate the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, flood protection, schools, parks, playgrounds, recreational facilities, and other public requirements; (v) to protect against destruction of or encroachment upon historic areas and working waterfront development areas; (vi) to protect against overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation, or loss of life, health, or property from fire, flood, impounding structure failure, panic or other dangers; (vii) to encourage economic development activities that provide desirable employment and enlarge the tax base; (viii) to provide for the preservation of lands of significance for the protection of the natural environment; (ix) to promote the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the locality is situated; and (x) to provide reasonable modifications in accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.) or state and federal fair housing laws, as applicable.

NOW, THEREFORE, BE IT RESOLVED that the Occoquan Town Council does hereby initiate R-2022-14 to address amending certain Mixed Use Overlay parcels at Myrtle Place, designating a Town-owned parcel comprising part of River Mill Park as Park and Open Space on the Comprehensive Plan 2016-2026’s Future Land Use Map, and rezoning the corresponding B-1 parcels accordingly as described in the attachment; and

BE IT FURTHER RESOLVED that the Occoquan Town Council does hereby refer the attached proposed map amendment to the zoning ordinance and the comprehensive plan amendment to the Planning Commission for its recommendations.

Adopted by the Town Council of the Town of Occoquan, Virginia this 6th day of December, 2022.

MOTION:

DATE:

Town Council Meeting

SECOND:

Votes

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

BY ORDER OF THE TOWN COUNCIL

Attested:

Earnest W. Porta, Jr., Mayor

Philip Auville, Town Clerk

ORDINANCE # O-2022-__

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN 2016-2026 TO AMEND CERTAIN MIXED USE OVERLAY PARCELS AND TO ADD A PARK AND OPEN SPACE DESIGNATION ON THE FUTURE LAND USE MAP

WHEREAS, The Town Council initiated a comprehensive plan amendment to amend certain Mixed Use Overlay parcels at Myrtle Place and to designate a Town-owned parcel comprising part of River Mill Park as Park and Open Space on the Comprehensive Plan 2016-2026's Future Land Use Map by Resolution R-2022-14; and

WHEREAS, After receiving public input and the recommendation of the Planning Commission, the Town Council desires to amend the Town's Comprehensive Plan 2016-2026's Future Land Use Map in order to accomplish the objectives of Virginia Code § 15.2-2200 and serve the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this ____ day of _____, 2022:

1. That the Town Council hereby amends the Town's Comprehensive Plan 2016-2026's Future Land Use Map, as shown in Exhibit A.
2. That this ordinance is effective upon passage.

BY ORDER OF THE TOWN COUNCIL

Meeting Date:
Town Council Meeting
Ord No. O-2022-__

RE:

MOTION:
SECOND:
ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

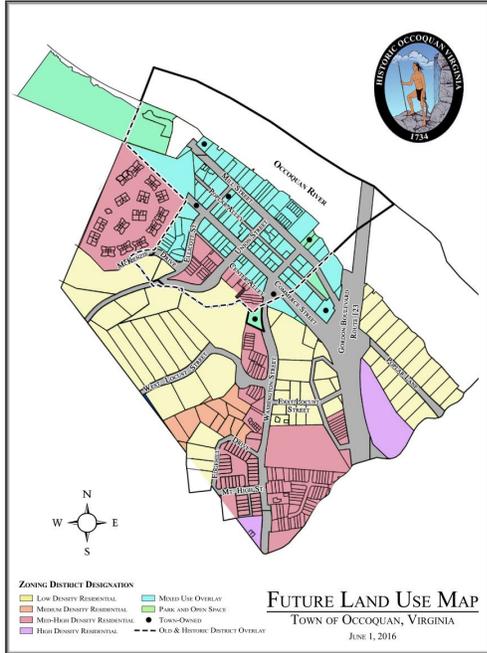
CERTIFIED COPY _____

Town Clerk

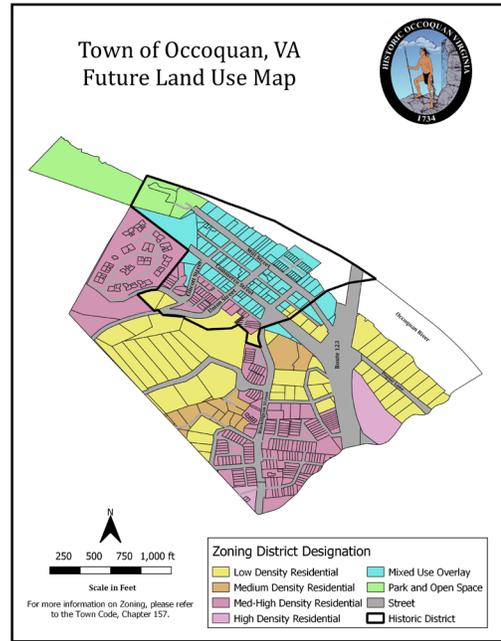
EXHIBIT A

Future Land Use Map Amendments

Current Map



Amended Map



DRAFT

Parcel Information for Amended Parcels

GPIN	Address	Owner	Area	Current Designation	Amended Designation
8393-65-2114	458 Mill Street	Town of Occoquan	0.909 acres	N/A	Park and Open Space
8393-64-0535	390 Myrtle Place	Private	0.0599 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-0637	388 Myrtle Place	Private	0.0411 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-0739	386 Myrtle Place	Private	0.0411 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-0941	384 Myrtle Place	Private	0.0598 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-1047	382 Myrtle Place	Private	0.1042 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-1549	380 Myrtle Place	Private	0.1407 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-1435	392 Myrtle Place	Private	0.21 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-1531	389 Myrtle Place	Private	0.073 acres	Mixed Use Overlay	Med-High Density Residential
8393-64-1428	391 Myrtle Place	Private	0.084 acres	Mixed Use Overlay	Med-High Density Residential
			1.7228 acres		

ORDINANCE # O-2022-__

AN ORDINANCE TO AMEND THE ZONING MAP TO REZONE CERTAIN B-1 PARCELS IN ACCORDANCE WITH RECENT AMENDMENTS TO THE COMPREHENSIVE PLAN 2016-2026'S FUTURE LAND USE MAP

WHEREAS, The Town Council initiated a comprehensive plan amendment to amend certain Mixed Use Overlay parcels at Myrtle Place and to designate a Town-owned parcel comprising part of River Mill Park as Park and Open Space on the Comprehensive Plan 2016-2026's Future Land Use Map by Resolution R-2022-14; and

WHEREAS, The Town Council initiated a zoning map amendment to rezone certain B-1 parcels at Myrtle Place and a Town-owned B-1 parcel comprising part of River Mill Park in accordance with amendments to the Comprehensive Plan 2016-2026's Future Land Use Map by Resolution R-2022-14; and

WHEREAS, After receiving public input and the recommendation of the Planning Commission, the Town Council desires to amend the Town's Zoning Map in order to accomplish the objectives of Virginia Code § 15.2-2200 and serve the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this ____ day of _____, 2022:

1. That the Town Council hereby amends the Town's Zoning Map, as shown in Exhibit A.
2. That this ordinance is effective upon passage.

BY ORDER OF THE TOWN COUNCIL

Meeting Date:
Town Council Meeting
Ord No. O-2022-__

RE:

MOTION:
SECOND:
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

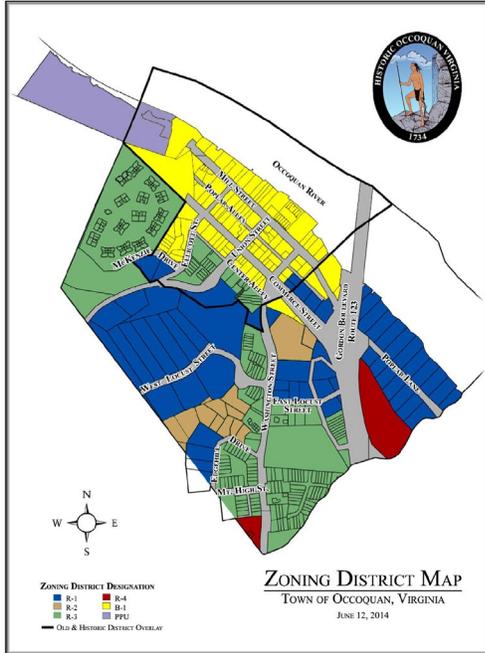
Town Clerk

DRAFT

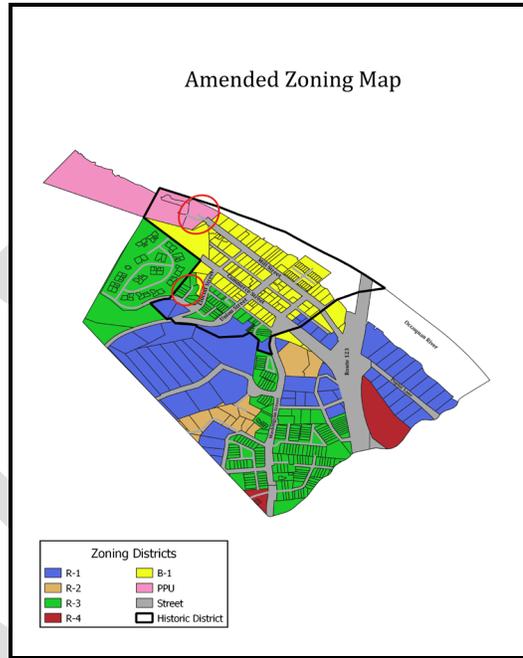
EXHIBIT A

Zoning Map Amendments

Current Map



Amended Map



Parcel Information for Rezoned Parcels

GPIN	Address	Owner	Area	Current Zone	Amended Zone
8393-65-2114	458 Mill Street	Town of Occoquan	0.909 acres	B-1	PPU
8393-64-0535	390 Myrtle Place	Private	0.0599 acres	B-1	R-3
8393-64-0637	388 Myrtle Place	Private	0.0411 acres	B-1	R-3
8393-64-0739	386 Myrtle Place	Private	0.0411 acres	B-1	R-3
8393-64-0941	384 Myrtle Place	Private	0.0598 acres	B-1	R-3
8393-64-1047	382 Myrtle Place	Private	0.1042 acres	B-1	R-3
8393-64-1549	380 Myrtle Place	Private	0.1407 acres	B-1	R-3
8393-64-1435	392 Myrtle Place	Private	0.21 acres	B-1	R-3
8393-64-1531	389 Myrtle Place	Private	0.073 acres	B-1	R-3
8393-64-1428	391 Myrtle Place	Private	0.084 acres	B-1	R-3
			1.7228 acres		



TOWN OF OCCOQUAN PLANNING COMMISSION

Agenda Communication

9. Regular Business	Meeting Date: December 6, 2022
9C: Request to Adopt Ordinance to Update Title III: Administration, Chapters 31 Through 32 of the Town Code to Amend and Recodify the Chapters as a Whole for the Purpose of Updating and Addressing Changes Necessitated by the Charter Change	

Attachments: a. Draft Ordinance

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

This is a request to adopt an ordinance to update two chapters of the Administrative Title of the Town Code to match the amended Town Charter. The draft ordinance is attached.

Background

The Town Charter was amended and approved by the Virginia Legislature and made effective July 1, 2021, to formally institute a Council-Manager form of government. The amendment necessitated changes to the Town Code related to appointments and generally relating to operations. Staff has prepared administrative changes to align the Administrative Title of the Town Code to the amended Town Charter.

Staff Recommendation: Recommends the approval of the ordinance as presented.

Proposed/Suggested Motion:

"I move to adopt Ordinance O-2022-06 as presented."

OR

"I move to adopt Ordinance O-2022-06 with the following changes:_____."

OR

"I move to disapprove Ordinance O-2022-06 because _____."

OR

Other action the Council deems appropriate.

AN ORDINANCE TO UPDATE TITLE III: ADMINISTRATION, CHAPTERS 31 THROUGH 32 OF THE TOWN CODE, TO AMEND AND RECODIFY THE CHAPTERS AS A WHOLE FOR THE PURPOSE OF UPDATING AND ADDRESSING CHANGES NECESSITATED BY THE CHARTER CHANGE

WHEREAS, The Town Charter was updated and approved by the legislator in 2021, and

WHEREAS, The Town Council requested the Town Code be reviewed and updated to reflect the changes necessitated by the Town Charter update;

NOW, THEREFORE,

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this 6th day of December, 2022;

1. That the Town Council hereby amends Title III: Administration, Chapters 31 to 32 of the Town Code, as attached hereto.
2. That this ordinance is effective upon passage.

**Date: December 6, 2022
Regular Meeting
Ord. No. O-2022-06**

MOTION:

SECOND:

RE: AN ORDINANCE TO UPDATE TITLE III: ADMINISTRATION, CHAPTERS 31 THROUGH 32 OF THE TOWN CODE, TO AMEND AND RECODIFY THE CHAPTERS AS A WHOLE FOR THE PURPOSE OF UPDATING AND ADDRESSING CHANGES NECESSITATED BY THE CHARTER CHANGE

ACTION:

VOTES:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY

Philip Auville, Town Clerk

TITLE III: ADMINISTRATION

Chapter

30. TOWN COUNCIL

31. TOWN OFFICERS

Charter reference:

Powers generally, see ~~§1~~ §§2 - 4

Statutory reference:

Counties, cities, and towns, see VA Code Title 15.2

State and Local Government Conflict of Interests Act, see VA Code §§ 2.1-639.1 et seq.

State Public Procurement Act, see VA Code §§ 11-35 et seq.

State Public Records Act, see VA Code §§ 42.1-76 et seq.

The State Freedom of Information Act, see VA Code §§ 2.2-3100 through 2.2-3131

Occoquan - Administration**CHAPTER 31: TOWN COUNCIL*****GENERAL PROVISIONS*****§ 31.001 POWERS, DUTIES, AND FUNCTIONS.**

The powers, duties, and functions of the Town Council shall be as set out in the Charter, town ordinances, and state law.

(1998 Code, § 2-36)

§ 31.002 USE OF *ROBERT'S RULES OF ORDER*.

The meetings of the Town Council, except as its own rules of procedure may otherwise provide, shall be conducted according to *Robert's Rules of Order, Newly Revised*.

(1998 Code, § 2-37)

§ 31.003 RECORDS OF PROCEEDINGS.

The Town Council shall keep an accurate record of its proceedings, which record shall be open to inspection by members of the public during the regular office hours of the Town Clerk.

(1998 Code, § 2-38)

MEETINGS GENERALLY**§ 31.015 DATE AND TIME OF REGULAR MEETINGS.**

The Town Council shall meet in regular session on the first Tuesday of each month at 7:00 p.m., or at such other times as may be fixed by resolution. ~~provided that at least one regular meeting per month shall be held as required by § 16 of the Charter.~~ When the first Tuesday of a month falls on a legal holiday, or the town election day, the Town Council shall advance the regular meeting to the next day

following, and notice of such advancement shall be published at the Town Hall in an area accessible to the public and by such means as the Town Council may select. When a regular or special meeting cannot be held at the scheduled time due to inclement weather, the Mayor shall fix a date and time for the meeting to occur. Matters advertised for a meeting rescheduled due to inclement weather need not be re-advertised if the advertisement stated that the meeting may be rescheduled in the event of inclement weather. (1998 Code, § 2-61) (Ord. O-2004-12, passed 4-13-2004; Ord. O-2007-07, passed - -; Ord. O-2011-04, passed 6-14-2011)

§ 31.016 SPECIAL MEETINGS.

Special meetings of the Town Council may be called, ~~in accordance with § 16 of the Charter,~~ at any time provided that all members are duly notified in writing a reasonable time prior to such meeting as to the time and place for the meeting and the business to be considered during such meeting. (1998 Code, § 2-62)

§ 31.017 QUORUM.

In accordance with § ~~16~~ 3.6 of the Charter, a quorum for the transaction of business shall consist of three members of the Town Council and the Mayor, or in the absence of the Mayor, three members of the Town Council. If a quorum cannot be obtained, there shall be no meeting. (1998 Code, § 2-63)

§ 31.018 MAYOR TO PRESIDE; VOTING AND VETO POWERS OF MAYOR.

In accordance with § ~~6~~ 3.4 of the Charter, the Mayor shall preside at all meetings and sessions of the Town Council. The Mayor shall have no right to vote; except in every case of a tie vote, the Mayor shall be entitled to vote and speak as other members of the Town Council, but shall not have power of veto. (1998 Code, § 2-64)

§ 31.019 PRESIDENT PRO TEMPORE.

(A) If the Mayor is absent, or if his or her office is vacant, during any meeting of the Town Council, the Vice-Mayor shall serve as presiding officer.

(B) In the absence of the Vice-Mayor, the Town Council shall elect one of its members to serve as President Pro Tempore to preside at such meeting.

(C) Such member shall continue to have the right to vote in the Council. (1998 Code, § 2-65)

§ 31.020 INTRODUCTION OF ORDINANCES AND RESOLUTIONS.

Ordinances and resolutions and their amendments shall be introduced in writing.
(1998 Code, § 2-66)

§ 31.021 RECOGNITION OF MEMBERS.

Recognition of members of the Town Council shall be requested by addressing the Chair. When recognized by the Chair, a member shall confine remarks to the question under debate, avoid personalities, and refrain from impugning the motives of any other member's argument or vote. No member shall address the Chair or demand the floor while any vote is being taken.
(1998 Code, § 2-67)

§ 31.022 QUESTION OF ORDER.

Any member may interrupt Town Council proceedings to raise a point of order. The pending business shall be suspended thereupon, and the Chair shall rule on the point of order after affording both sides an opportunity to be heard. Such ruling shall be subject to being overruled by majority vote upon a duly made and seconded motion. A tie vote sustains the ruling of the Chair.
(1998 Code, § 2-68)

§ 31.023 LIMITATION ON DEBATE.

No member shall be allowed to speak more than once upon any one subject until every other member choosing to speak on the subject shall have spoken. The total time during which any business shall be considered may be limited by a majority vote of members present and voting. A motion to so limit debate is in order at any time.
(1998 Code, § 2-69)

§ 31.024 CITIZEN TIME.

Members of the public may present in writing or appear and be heard briefly, not to exceed five minutes, under the agenda item entitled "Citizen Time", for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. Such appearances shall be limited to a short resume of the situation or problem involved and the action desired. At the conclusion of such appearances, all matters discussed shall be duly recorded and made a part of the official record by the Town Clerk and referred to appropriate town officials for investigation and report. Citizens may address issues when they come up on the agenda if advance notice is given during "Citizen Time".
(1998 Code, § 2-70)

§ 31.025 EXCUSING MEMBERS FROM MEETINGS.

No member shall be excused from attendance at a Town Council meeting after the meeting has been called to order unless he or she has been excused by the presiding officer.
(1998 Code, § 2-71)

§ 31.026 ADJOURNED SESSIONS.

Any meeting of the Town Council may, by majority vote, be continued or adjourned to any future time certain which occurs prior to the beginning of the next succeeding regular meeting.
(1998 Code, § 2-72)

§ 31.027 EXECUTIVE OR CLOSED MEETINGS.

An executive or closed meeting of the Town Council may be held in accordance with the State Freedom of Information Act, VA Code §§ 2.2-3700 through 2.2-3714.
(1998 Code, § 2-73)

§ 31.028 REMOTE PARTICIPATION.

In satisfaction of the requirements of VA Code § 2.2-3708.2(C), the “Policy for Participation by Electronic Communication” dated July 6, 2021, is hereby adopted and made applicable to the Town Council and all boards and commissions appointed by the Town Council.
(Ord. O-2021-04, passed 7-6-2021)

PRIVILEGES OF THE FLOOR

§ 31.040 MEMBERS OF COUNCIL.

During Town Council meetings, Council members shall observe order and shall not delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the Council. Every Council member desiring to speak shall address the Chair and, upon recognition by the presiding officer, shall limit remarks to the question under debate and shall avoid indecorous language. Every Council member desiring to direct questions to the administrative staff shall first seek recognition from the Mayor.
(1998 Code, § 2-96)

§ 31.041 MEMBERS OF TOWN STAFF.

Members of the town staff shall observe the same rules of procedure and decorum applicable to members of the Town Council. The presiding officer shall have the authority to preserve decorum in meetings as far as staff members and town employees are concerned. Any staff member desiring to address the Town Council may be recognized by the presiding officer. When recognized, remarks shall be limited to the matter under discussion. No staff member, other than the staff member having the floor, shall enter into any discussion without permission of the presiding officer.

(1998 Code, § 2-97)

§ 31.042 MEMBERS OF THE PUBLIC.

(A) Any member of the public desiring to address the Town Council may be recognized by the presiding officer. Name and address shall be stated in an audible tone for the record, and remarks shall be limited to the question under discussion. Once a motion is made, the floor shall be closed to further citizen discussion.

(B) Citizens attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the Council meeting may be removed from the room by the Police Department upon request of the presiding officer. Aggravated cases may be prosecuted on appropriate complaint signed by the presiding officer. If the presiding officer shall fail to act, any member of the Council may move to require the presiding officer to act to enforce the rules.

(1998 Code, § 2-98)

ATTENDANCE OF OFFICERS AND EMPLOYEES**§ 31.055 TOWN MANAGER.**

(A) The Town Manager shall attend all meetings, hearings, and sessions of the Town Council.

(B) The Town Manager shall advise and make recommendations to the Council on all agenda items as requested by the presiding officer and shall be afforded floor privileges in the same manner as Council members.

(1998 Code, § 2-121)

§ 31.056 TOWN CLERK.

The Town Clerk shall be the Clerk of the Council and shall perform the duties in connection with such office. The Town Clerk or his or her designee shall attend all meetings, hearings, and sessions of the Council as requested.
(1998 Code, § 2-122)

§ 31.057 TOWN ATTORNEY.

(A) The Town Attorney shall attend meetings, hearings, and sessions of the Council as requested, either in person or by a deputy.

(B) Any member of the Council may call upon the Town Attorney, through the Mayor, for an oral or written opinion on any question of law, but not on any question of parliamentary procedure.

(C) The Town Attorney shall be afforded the privilege of the floor to explain any matter of legal significance to the pending business.
(1998 Code, § 2-123)

§ 31.058 TOWN TREASURER.

The Town Treasurer shall attend meetings of the Council when requested by the Mayor or the Council and provide monthly reports of the receipts and disbursements in the town's accounts.
(1998 Code, § 2-124) (Ord. O-2014-02, passed 8-5-2014)

§ 31.059 TOWN ~~SERGEANT~~ CHIEF OF POLICE

The ~~Town Sergeant~~ **Chief of Police** or his or her designee shall attend regular meetings of the Council and other meetings as requested.
(1998 Code, § 2-125)

ORDER OF BUSINESS AND AGENDA ITEMS

§ 31.070 ORDER OF BUSINESS.

The business of all regular meetings of the Town Council shall be transacted in the following order, except that the Town Council by a majority vote of members present and voting may change the order:

- (A) Citizen time;

- (B) Approval of minutes;
- (C) Staff, Mayor, and Council reports;
- (D) Reports of boards, commissions, and committees;
- (E) Agenda items; and
- (F) Adjournment.

(1998 Code, § 2-146) (Ord. O-2011-04, passed 6-14-2011)

§ 31.071 PROCEDURE FOR ADDING ITEMS.

No item that does not appear on the agenda for a regular Council meeting may be proposed for consideration unless a member of the Town Council determines that it is a matter of such nature that its consideration cannot be postponed to the next regular Town Council meeting.

(1998 Code, § 2-147)

§ 31.072 PREPARATION; DELIVERY TO MEMBERS.

The Town Clerk and the Mayor shall prepare a written agenda for each meeting of the Town Council. All items to be considered shall appear on the written agenda, which shall be available to each member of the Council not later than Friday prior to the regular meeting.

(1998 Code, § 2-148)

§ 31.073 ITEMS TO BE INCLUDED.

(A) The Town Clerk shall place on the agenda for each Town Council meeting all items which, after consultation with the Mayor, are determined to be required or are appropriate for Council consideration.

(B) The Mayor and each member of the Council shall have the right to have included on any prepared agenda such items as they deem appropriate for Council consideration. The Mayor and members of the Town Council desiring to submit items for inclusion on the prepared agenda shall notify the Town Clerk of the nature of the matter they wish considered in sufficient detail as to enable the item to be properly researched. Such notification shall be written and shall be delivered to the Town Clerk's office by Wednesday prior to the regular Town Council meeting. All materials pertinent to items in the agenda shall be distributed to members with the prepared agenda.

(C) The Mayor has the right to defer agenda items with the concurrence of the Council member presenting the item.

(1998 Code, § 2-149)

CHAPTER 32: TOWN OFFICERS

Section

- 32.01 Duties, powers, and functions of Mayor
- 32.02 Duties, powers, and functions of Vice-Mayor
- 32.03 Duties, powers, and functions of Town Manager
- 32.04 Duties of Town Clerk
- 32.05 Duties of Town Treasurer
- 32.06 Duties of Town ~~Sergeant/Deputy Town Sergeant/police officers~~ [Police](#)
- 32.07 Duties, powers, and functions of Town Engineer
- 32.08 Duties, powers, and functions of Zoning Administrator
- 32.09 Duties, powers, and functions of Building/Code Official

Charter reference:

Town officers, see §§ 5 3 and 4 4

§ 32.01 DUTIES, POWERS, AND FUNCTIONS OF MAYOR.

(A) The Mayor shall have such duties, powers, and functions as set out in the Charter, the town ordinances, and in state law.

(B) In cases of litigation in which the town is interested, the Mayor, with the concurrence of the Council, shall execute, in association with such other persons as may be procured, appeal bonds, injunction bonds, suretyship for costs, and all other legal obligations that may be necessary for the due protection of the interests of the town in such cases before the courts; and the faith of the town is pledged for the due indemnification of the parties who make such engagements or obligations on its behalf.

(C) All deeds, leases, contracts, conveyances, and agreements of any description, in order to be true and binding instruments of the town, must be authorized by the Council, approved and signed by the Mayor and attested by the Clerk of the Council.

(D) Whenever the seal of the town is required for any writing, the Clerk of the Council shall have authority to affix the seal to such writing.

(E) Any duly authorized writing executed as provided by this section shall be the true and binding act and instrument of the town.

(1998 Code, § 2-181)

Charter reference:

Mayor, see §§ ~~3, 4, 6, and 8 through 10~~

§ 32.02 DUTIES, POWERS, AND FUNCTIONS OF VICE-MAYOR.

At its first meeting following the regular municipal election for Council members, the Council shall elect one of its members as Vice-Mayor, who shall preside at meetings in the absence of the Mayor and may discharge any other duty of the Mayor during the Mayor's absence or disability.

(1998 Code, § 2-182)

Charter reference:

Vice-Mayor, see §§ 7 and 9.3.4

§ 32.03 DUTIES, POWERS, AND FUNCTIONS OF TOWN MANAGER.

(A) The Town Council ~~may~~ shall appoint a Town Manager, fix a salary, and delegate such administrative duties, powers, and responsibilities as it believes to be in the best interest of the town.

(B) The Town Manager shall serve an indefinite term and shall be removable from office by the Town Council. The Town Manager shall be chosen by the Council without regard to political beliefs and solely on the basis of executive and administrative qualifications.

(C) No member of the Council shall, during the term for which elected, be chosen as Town Manager.

(D) In meetings of the Town Council, the Town Manager shall:

(1) Have the responsibility to counsel and advise but with no voting rights;

(2) Have the right to attend and participate in the proceedings of but not to vote in the meetings of all boards, commissions, and committees;

(3) Recommend to the Council such measures as deemed necessary or desirable; and

(4) Keep the Council advised as to present and future needs and policies of the town and as to operation of its government.

(1998 Code, § 2-183)

§ 32.04 DUTIES OF TOWN CLERK.

The Town Clerk, ~~who shall be appointed by the Council and hold office at and during the pleasure of the Council, or in the absence of the Town Clerk a designee of the Mayor, shall attend the meetings of the Town Council and shall keep a correct and complete record of the proceedings of the Town Council.~~ **who shall be appointed by the town manager, shall keep the record of the Council and all duties as set forth by law.** The Town Clerk shall have charge of the records of the town, faithfully preserve such records, and perform such other services and functions as may be directed by the Town Council. ~~The Town Clerk~~

~~shall be required to give bond in the amount of \$5,000, with surety approved by the Mayor, payable to the town, for the faithful performance of duties.~~

~~(1998 Code, § 2-184)~~

Charter reference:

Clerk, see §§ 5, 12, and 15

§ 32.05 DUTIES OF TOWN TREASURER.

(A) The Town Treasurer, who shall be appointed by the ~~Council~~ **Town Manager** and hold office at the pleasure of the ~~Council~~ **Town Manager**, shall receive all taxes and other money and revenues belonging to the town, and deposit them in such bank as the ~~Town Council~~ **Town Manager** may direct. The Treasurer shall keep the bank books and checkbooks so that they will accurately reflect the state of accounts. Each check shall be drawn payable to the order of the person for whose benefit it is drawn and shall contain a notation on its face that will indicate the purpose for which it is drawn. All checks and vouchers shall be carefully preserved.

(B) The Treasurer shall also so keep the books that all receipts and disbursements and their source and character may appear, and so that a true and accurate understanding of the financial affairs and conditions of the town may be readily ascertained. All of the Treasurer's books and records shall be open to the inspection of the Mayor and any member of the Town Council, or such persons as the Town Council may direct.

(C) No funds shall be disbursed by the Town Treasurer except by order of the Council and upon a warrant of the Town Clerk, countersigned by the Mayor ~~or Town Manager~~. No funds in excess of ~~\$500~~ **\$1,500** shall be disbursed without order of the Council, taken in open session, duly and fully recorded. Each disbursement shall be itemized by date, amount, and payee and appear in the Treasurer's monthly financial report to the Council. For purposes of this division (C), the term "order" shall include the award of a contract by the Council for services performed on a one-time or reoccurring basis (during the life of the contract).

(D) An audit of the books of the Town Treasurer shall be made annually, as soon as practical after the close of the fiscal year, but not later than six months after, by such persons as the Town Council may designate for the purpose, assisted by the Treasurer, and a report of such audit made to the Town Council. This report shall also indicate the amount of uncollected assets of the town in the hands of the Treasurer for collection.

~~(E) Before entering upon the duties of this office, the Town Treasurer shall execute a bond with surety approved by the Mayor in the penalty of not less than \$50,000 conditioned upon the faithful performance of the duties of the office, for the proper collection of and accounting for all money that shall come into the Town Treasurer's hands or that it shall be his or her duty to collect and for the payment of all money, on proper order of the Town Council, to those entitled to receive the money.~~

~~(1998 Code, § 2-185)~~

Charter reference:

Town Treasurer, see §§ 5, 13, and 15

§ 32.06 DUTIES OF TOWN SERGEANT/~~DEPUTY TOWN SERGEANT~~/POLICE OFFICERS. POLICE.

(A) ~~The Town Sergeant, Deputy Town Sergeant, and police officers of the town shall have the powers and duties of enforcing this code and other town ordinances, and all other powers and duties vested in them by the laws of the state.~~ The town police department shall be responsible for the preservation of the public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, and enforcement of the laws of the commonwealth, the ordinances of the town of Occoquan and all rules and regulations made in accordance therewith. The chief of police and the other members of the police department shall have all the powers and duties of police officers as provided by the general laws of the commonwealth.

(B) ~~The Town Sergeant shall serve as the senior officer with~~ The chief of police is the head of the police department and shall be appointed by the town manager and shall have such additional duties, powers, and responsibilities as the Town Council believes to be in the best interest of the town. The chief of police shall appoint all members of the department and assign all members of the department to their respective posts, shifts, details and duties. The chief of police shall be responsible for the efficiency, discipline, and good conduct of the department. Disobedience to the lawful commands of the chief of police or violation of the rules and regulations made by the chief of police shall be ground for removal or other disciplinary action as provided in such rules and regulations.

(C) ~~The Town Sergeant, Deputy Town Sergeant, and police officers~~ The chief of police and police officers shall have the power to arrest without warrant and carry before the proper authority to be dealt with as the law provides, any and all persons who shall violate any provision of the code of the commonwealth, this code or other ordinances of the town. ~~in their presence.~~

(D) ~~The Town Sergeant, Deputy Town Sergeant, and police officers shall be required to give bond in the amount of \$5,000 with surety approved by the Mayor, payable to the town, for the faithful performance of their duties.~~

(D) All officers of police force shall read, sign, and agree to abide by Police Department general orders.

(1998 Code, § 2-186)

Charter reference:

Additional police during emergency, see § 10

Town Sergeant, Deputy Town Sergeant, see §§ 5, 14, and 15

§ 32.07 DUTIES, POWERS, AND FUNCTIONS OF TOWN ENGINEER.

(A) The Town Engineer shall be appointed by and serve at the pleasure of the ~~Council~~ Town Manager.

(B) The Town Engineer shall be registered as a professional engineer by the state and shall have a minimum of five years' experience in municipal or land development engineering or related field.

(C) The Town Engineer shall:

Town Officers

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- (1) Review final site plans for compliance with requirements for grading, paving, stormwater drainage and retention, traffic circulation, utilities, and floodproofing and coordinate reviews of other agencies and recommend final approval or disapproval to the ~~Town Council~~ **Town Manager**;
- (2) Inspect ongoing construction work for compliance with the approved site plan permits and applicable town regulations;
- (3) Provide oversight of contractors engaged in construction projects for the town, including review of payment requests;
- (4) Serve as subdivision agent for the review of subdivision plats;
- (5) Administer Chapter 152 of this code;
- (6) Provide information, reports, approvals, or other information to the Town Clerk as necessary for issuance of various construction-related permits;
- (7) Provide the Zoning Administrator with technical support on the Chesapeake Bay Preservation Act (VA Code §§ 10.1-2100 et seq.);
- (8) Investigate such matters of an engineering nature as may be assigned by the ~~Mayor and/or Council~~ **Town Manager** and report findings and recommendations;
- (9) Assist the Mayor and/or Town Council in obtaining required professional services or bids from contractors;
- (10) Coordinate with other town officials and outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and
- (11) Perform such other engineering tasks as may be assigned by the ~~Mayor and/or Council~~ **Town Manager**. (1998 Code, § 2-187)

§ 32.08 DUTIES, POWERS, AND FUNCTIONS OF ZONING ADMINISTRATOR.

- (A) The Zoning Administrator shall be appointed by and serve at the pleasure of the ~~Council~~ **Town Manager**.
- (B) The Zoning Administrator shall have ~~five years~~ experience in writing, enforcing, and/or interpreting zoning regulations, either as an employee of a local government or as a consultant to a local government.
- (C) The Zoning Administrator shall:
 - (1) Enforce the provisions of Chapter 157 of this code;
 - (2) Interpret Chapter 157 of this code and the Zoning Map;
 - (3) Review site plans and subdivision plans for compliance with Chapter 157 of this code and

Occoquan - Administration

the Chesapeake Bay Preservation Act (VA Code §§ 10.1-2100 et seq.);

(4) Serve as administrator for the local program under the Chesapeake Bay Preservation Act;

(5) Consult with the Town Engineer concerning any technical matters subject to the Zoning Administrator's evaluation under the Chesapeake Bay Preservation Act;

(6) Maintain the Zoning Map in the Town Clerk's office, including recording such changes in zoning districts as may be approved by the Town Council within 30 days of Council action and notifying the county;

(7) Provide advice and assistance to the ~~Town Council~~ **Town Manager** regarding applications for zoning changes or special use permits;

(8) Provide records and staff reports to the Board of Zoning Appeals as requested or required;

(9) Coordinate with other town officials or outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and

(10) Investigate alleged violations of Chapter 157 of this code and take such steps as are authorized under the state code to prevent or abate violations that are found to exist.

(D) The ~~Council~~ **Town Manager** may appoint a Deputy Zoning Administrator whose qualifications and duties shall be set by the ~~Council~~ **Town Manager**. (1998 Code, § 2-188) (Ord. O-2004-11, passed 4-13-2004)

§ 32.09 DUTIES, POWERS, AND FUNCTIONS OF BUILDING/CODE OFFICIAL.

(A) The Town Building Official shall be appointed by and serve at the pleasure of the ~~Council~~ **Town Manager**. The Town Building Official shall be a certified building official in accordance with the State Department of Housing and Community Development (DHCD).

(B) The Town Building Official shall:

(1) Review building plans for compliance with appropriate building codes;

(2) Perform inspections of building construction within town;

(3) Issue appropriate occupancy permits for both commercial and residential structures;

(4) Consult with Town Engineer, Town Zoning Administrator, Town Attorney, and Town Manager on Building Code matters;

(5) Coordinate with other town officials and outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and

(6) Perform such other building official tasks as may be assigned by the ~~Mayor and/or Council~~ **Town Manager**.

(C) The ~~Council~~ **Town Manager** may appoint a deputy building official whose qualifications and duties shall be set by the ~~Council~~ **Town Manager**.
(1998 Code, § 2-189) (Ord. passed 5-13-1997; Ord O-2015-03, passed 6-2-2015)



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business

Meeting Date: December 6, 2022

9D: Request to Execute Contract for IT Services

Attachments:

- a. RFP 2023-01
- b. Digicon, Inc. Proposal
- c. Contract

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

On August 22, 2022, the Town issued RFP No. 2023-01 seeking proposals from qualified contractors to provide information technology support services to the Town. Over 40 vendors responded to the solicitation and over 20 came to a site-visit. Sixteen providers ultimately submitted proposals.

After review of the proposals, staff is recommending that Town Council award the contract to Digicon, Inc. for information technology support services. The FY 2023 contract is proposed for one and a half years, effective January 1, 2023, until June 30, 2024, with the option for three (3) one (1) year renewals.

Payment for services will be covered by the Information Technology Services budget within the General Fund of the FY2023 Adopted Budget.

Staff Recommendation: Recommend execution of the contract.

Cost and Financing: \$8,100 plus special projects on an hourly basis

Account Number: Information Technology Services (60800) – IT Support Services (60870)

Proposed/Suggested Motion:

“I move to execute the attached contract with Digicon, Inc. for IT support services.”

OR

Other action Council deems appropriate.



REQUEST FOR PROPOSAL

ISSUE DATE: Monday, August 22, 2022

SITE VISIT DATE: Tuesday, September 6, 2022, at 10:00 a.m.

INQUIRIES DUE DATE: Friday, September 9, 2022, at 4:00 p.m.

PROPOSAL DUE DATE: Monday, September 26, 2022, at 2:00 p.m.

RFP No. 2023-01

TITLE: Information Technology Support Services

The Town of Occoquan, referenced hereafter as the Town, is accepting proposals from qualified contractors to provide information technology support services to the Town. The Proposer shall provide the services based on the specifics in the following document.

Responses are due to the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 2:00 p.m. on Monday, September 26, 2022. Proposals by telephone will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to: **Matt Whitmoyer at (703) 491-1918 or mwhitmoyer@occoquanva.gov**. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Proposals shall be emailed to Matt Whitmoyer at mwhitmoyer@occoquanva.gov with "Proposal RFP#2023-01" in the subject line or shall be contained within a sealed envelope/container and clearly marked with "Proposal RFP#2023-01" and delivered/mailed to:

Town of Occoquan Town Hall
PO Box 195
314 Mill Street
Occoquan, VA 22125

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature:

Print/Type

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I. GENERAL INFORMATION

The Town of Occoquan is a small riverfront town in Prince William County and is seeking proposals from a qualified Contractor to furnish all labor, equipment, and materials to provide information technology support services to the municipality. These services will include, but are not limited to:

- Software Support
- User Training and Support
- Hardware Support
- Network Administration
- Cybersecurity
- Planning Services
- Public Records Searches
- IT Asset Disposal

Town Background: A five-member Town Council and Mayor govern the Town of Occoquan. The Town is administered by a Town Manager who reports to the Town Council. The Town Manager directs and oversees all activities of the Town. The Town of Occoquan has a population of approximately 1,100 residents and 80 businesses. In addition, the Town has a downtown historic district that is home to a business district and includes both residential and commercial activities.

The Town of Occoquan has approximately 8 full-time employees, 7 part-time staff, and 5 volunteers working at two locations in the town that require IT support. The Town’s main IT assets are its desktop and laptop computers that run Windows 10 and 11. Town Council utilize Apple iPads. Events and the Police Department employ Apple and Android tablets and Wi-Fi hotspots for various purposes.

Current IT Assets: Interested parties please contact Matt Whitmoyer at mwhitmoyer@occoquanva.gov for a full inventory of the Town’s current IT assets.

II. SCOPE OF WORK

The Town of Occoquan desires a fully outsourced IT management provider to provide proactive planning, maintenance, support, and other IT related functions. The following details are the minimum services to be provided to the Town in the area of information technology services:

1. **Initial Assessment:** With the assistance of Town staff, review inventory of IT assets; assess system architecture and equipment for efficiency, life expectancy, capacity, etc.; and make recommendations on improving the cost effectiveness, efficiency, and overall quality of the Town's IT systems.
2. **Microsoft 365 Licensing and Support:** Manage and update the Town's Microsoft 365 licenses and procure new licenses as needed. Support Town staff with the configuration and administration of Microsoft 365 programs.
3. **End User Training:** Provide training resources for various technology as needed. Specifically, provide Town staff with Microsoft 365 application training and access to relevant resources. Other training shall be provided for common software or hardware used in a business setting and newly installed equipment. Training can be provided when requested by the Town or when a need is identified by the vendor.
4. **End User Support (On-site and Help Desk):** Provide dedicated on-site support, based on a monthly on-site support hours recommendation, to address Town-wide and/or departmental hardware and software issues. Additional onsite support may be needed for special or major projects. Provide help desk services with tracked help desk ticketing and 24/7 support, or at least during core business hours of 8 a.m. – 5 p.m. Monday-Friday.
5. **Planning:** Provide engineering, planning and design services for major system enhancements and/or upgrades to existing systems. Keep the Town up to date on new technology changes and uses that will enable the Town to increase efficiency and reduce costs. Provide such updates and relevant recommendations via an annual planning meeting and as requested. Provide installation of any new equipment resulting from recommendations, including new servers, hardware, and software. Transfer existing data when required.
6. **Cloud-Based File Storage and Related Server Services:** Manage the Town's cloud-based shared drive as well as all associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor the performance, backup, and capacity management services of the cloud-based file hosting service. Ensure scheduled preventive maintenance and back up for equipment is promptly performed. Develop back-up and disaster recovery plans and procedural documentation for archive backup and continuity of operations. Confidentiality of the information is vital. The selected vendor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the Town network will be required to undergo fingerprint background checks at the vendor's expense, training, and be expected to maintain CJIS security standards at all times.
7. **Network Administration:** Provide installation, maintenance, monitoring, and support of network equipment including switches, firewalls, routers, VPNs, collaboration with hybrid VoIP phone system vendor, and other security devices. Manage backup and disaster recovery systems. Monitor network performance and capacity management services.
8. **Cybersecurity:** Maintain firewalls, virus and malware detection, and spam reduction programs on Town servers, email, and all other Town IT assets. Maintain email and other network backups. Execute periodic security audits, including notification of suspected breaches to the Town. Ensure

remote access in a secure environment. Assist the Police Department with specific security needs.

9. **Software and Hardware Support:** Perform basic support functions including installation and configuration of PCs, laptops, mobile devices, printers, peripherals, and office software. Diagnose and correct software and hardware issues including advanced troubleshooting, maintenance, updates of hardware and software. Assist appropriate Town staff with hardware and software purchases as needed. Assist with warranty and other technical support.
10. **Public Records Searches:** Provide assistance in public records key word searches through active and archived e-mail and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files. Vendor must be knowledgeable in Virginia FOIA Laws.
11. **Invoicing:** Submit monthly invoices to the Town for all work performed in that period. Invoices must include a detailed description of all work performed.
12. **Computer Inventory and Disposal:** Provide annual hardware inventory reporting and proper and legal disposal of surplus electronic equipment with Town permission. Dispose of other hardware and IT assets as requested by the Town.

III. DELIVERABLES

The Town of Occoquan requests the following list of deliverables, based off the Scope of Work, from the Contractor:

Deliverable	Due
<p>Initial Assessment and Inventory Report: The Contractor shall provide a report in accordance with the requirements laid out in subsection (a) of the Scope of Work. The report shall assess the current condition of the Town’s IT assets and list out specific changes or updates the Town and the Contractor can make to improve the cost effectiveness, efficiency, and overall quality of the Town’s IT systems.</p>	<p>Within 45 days of start of contract</p>
<p>Annual Planning Meeting and Recommendations: The Contractor shall schedule a planning meeting and submit a report to the Town outlining the Contractor’s recommendations for how the Town can improve its IT systems, including updates and changes to hardware, software, and any other IT assets.</p>	<p>November 31st of each contract year</p>
<p>Help Desk Support and Tracking</p>	<p>As needed monthly</p>
<p>End User Training Resources: The Contractor shall make an easily accessible resource document or hub that can support frequently asked questions and issues with the software and hardware systems commonly used by Town staff.</p>	<p>Within 5 days of contract start</p>
<p>Annual Inventory Report: The report must include an inventory of current IT assets, a detailed list of new assets, and a detailed list of disposed assets.</p>	<p>June 30th of each contract year</p>
<p>Monthly Invoices with Detailed Descriptions: The Contractor will provide an invoice(s) with detailed descriptions of all the work performed for the Town in that period.</p>	<p>Monthly</p>

IV. EQUIPMENT

In coordination with Town staff and based on budget availability, the Contractor shall purchase and maintain all servers, hardware, software, and other materials and equipment necessary and required for the full, proper, and efficient conduct of the work. The equipment shall be kept in good order and repair.

V. CONTRACT AWARD CRITERIA

Evaluation of the Contractor's proposal by the Town will include consideration of:

- The Contractor's ability to meet IT requirements and needs of the Town.
- The Contractor's experience and the experience of its personnel.
- Demonstrated capabilities of the Contractor to provide IT services to similar organizations.
- Availability and compatibility of the support services offered to Town staff.
- Quoted price.
- Terms and conditions of Contract and risks and liabilities to be borne by the Town.

The Town anticipates awarding a single Contract from this solicitation to the responsible contractor whose proposal to the solicitation is most advantageous and "best value" to the Town, which may not necessarily be the proposal offering the lowest price nor receiving the highest technical score.

VI. SUBMISSION GUIDELINES

1. **Submittal Instructions:** One (1) original copy of each proposal must be submitted on the attached proposal form and received by the Town of Occoquan at the address shown on the cover page of this solicitation. Proposals must be received no later than the date and time listed on the cover page of this solicitation. Proposals in the form of telegrams or telephone will not be accepted.

Contractors shall complete and submit as their proposal, the following documents:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Contractor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website - www.occoquanva.gov. Contractors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Contract pricing proposal with a breakdown of rates and fees for all services to be provided, including any additional or one-time charges.
 - d. Evidence of ability to comply with insurance requirements outlined in Section VI of this RFP.
 - e. Include any additional information the Contractor believes to be essential to a thorough evaluation of its proposal.
 - f. Include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Contractor. The Town must be able to contact references without notification to the Contractor.
2. **Important Submittal Information:** Competitive proposals would supply all or most of the following information:
 - a. The Contractor's approach to providing IT services and its methodology for providing ongoing support.
 - b. An overview of the Contractor's support services, answering questions such as:
 - i. Is help desk support available?
 - ii. When is support available? (Indicate xx a.m. to xx p.m. and the days of the week.)
 - iii. How are charges for support structures documented and tracked?
 - iv. What does the problem response process look like? What response time goals and statistics can be provided?
 - c. The Contractor's recommendation of its services beyond the scope of the RFP that could benefit and/or may be of interest to the Town.
 3. **Procurement Schedule:** The following timetable outlines the Town's timeline for awarding a contract for its information technology support services:
 - Proposal Application Available August 22, 2022
 - On-site Visits at 10 a.m. on September 6, 2022
 - Applicant Inquires Due by September 9, 2022, at 4:00 p.m.
 - Answers to Inquiries Returned by September 16, 2022, at 4:00 p.m.
 - Submission Deadline September 26, 2022, at 2:00 p.m.
 - Proposal Evaluations, Reference Checks, and Selection October 2022
 - Contract Award Recommended to Council on November 1, 2022
 - Contract Service Begin January 2023
 2. **Inquiries and Comments Concerning Specifications:** Questions or comments concerning the specifications, contained herein must be received by the Town by 4 p.m. on September 9, 2022. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.

3. **On-Site Visit:** The on-site visit is optional for applicants. If an applicant would like to have an on-site visit to review the Town's current IT assets, this will take place on Tuesday, September 6, 2022, at 10 a.m. Applicants are asked to RSVP what time they would like to attend the on-site visit. Email Matt Whitmoyer at mwhitmoyer@occoquanva.gov to RSVP.
4. **Late Proposals:** Proposals received after the submission deadline will be returned, unopened, provided a return address is visible.
5. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
6. **Competition Intended:** It is the Town's intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the Town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.
7. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
8. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".
9. **Disclosure-Trade Secretes and Proprietary Information:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all proposals will be available for public inspection. Trade secrets and proprietary information submitted by a Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.

VII. GENERAL CONTRACT TERMS AND CONDITIONS

1. **Contract Term:** The first term of the contract will be from January 1, 2023, or a mutually agreed upon date, until June 30, 2024. The contract may then be renewed annually on July 1, for up to three years, if agreed upon by both parties.
2. **Laws and Regulations:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
3. **License Requirement:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918. The BPOL license number, if applicable, must be indicated on the pricing page of this Request for Proposal. Contractors submitting price quotes must be fully licensed to do business in Virginia.
4. **Subcontract:** The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Town of Occoquan. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of the contract.
5. **Non-Assignment of Contract:** The Contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Town Manager, such permission not to be unreasonably withheld.
6. **Contract Award:** The resulting contract will be issued to the bidder providing the best value. Price quotes should be listed for each individual service and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified services but reserves the right to delete any services prior to contract award.
7. **Insurance Requirement:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers’ Compensation and Employers’ Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:
 Automobile: \$2,000,000 each accident
 General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Town Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

10. **Claims:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.



Town of Occoquan



Information Technology Support Services

Solicitation # 2023-01

September 26, 2022

ORIGINAL

Submitted by:
Digicon Corporation
6319 Executive Blvd
Rockville, MD 20852
(301) 721-6300
www.digicon.com

Submitted to:
Matt Whitmoyer
314 Mill Street
Occoquan, VA 22125
(703) 491-1918



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1 Cover Letter

September 26, 2022

Matt Whitmoyer
Town of Occoquan
314 Mill Street
Occoquan, VA 22125
(703) 491-1918

Subject: Response to Solicitation # 2023-01, Information Technology Services

Dear Mr. Whitmoyer:

Digicon Corporation submits this proposal in response to the RFP for Information Technology Support Services # 2023-01. Digicon has reviewed the referenced Request for Proposal in detail and provided all required information in full compliance with the requirements contained therein.

Digicon has been proudly supporting local governments and businesses in Virginia and Maryland since 1985. In addition to currently providing Cybersecurity services to the Town of Dumfries and advanced IT personnel for Loudoun County, we have recently concluded a 15-year contract for end user support services for Prince William County.

We look forward to a favorable reply to this proposal and to entering a successful relationship with the Town of Occoquan. If you have any questions or require additional information, please contact me at (301) 721-6300 or jwu@digiconasp.com.

Sincerely,



John J. Wu
President and CEO

6319 Executive Boulevard • Rockville, Maryland • 20852 • 301.721.6300

2 Introduction

For more than 35 years, Digicon has served the technology needs of hundreds of businesses and government institutions of all sizes. Digicon provides a broad range of products and services across the entire spectrum of information technology from advanced systems design, network security, Cloud services, operations, monitoring and incident response.

Seven years ago, after having completed several large projects to migrate our customer's systems from both onsite and colocation datacenters to the Cloud, Digicon began a project to develop and standardize a set of practices to deliver the IT services that are common across all organizations. Our focus was on utilizing the best features of Cloud services and our deep experience providing well engineered, reliable systems and exceptional service. We established a Cloud Center of Excellence and began testing thousands of Cloud-based services across several public Cloud providers (AWS, Microsoft, Google and Oracle), measuring the products strengths, weaknesses, reliability and operating costs. The result is Digicon BITS (Business IT Services).

BITS is a standardized set of products and services built from the best Cloud services, regardless of vendor. We have already done the design and integration work to remove the complexity typically involved in Cloud migrations and operations. We have standardized on methods and systems to provide a broad set of options for our customers, while focusing on the efficiency that results in the lowest possible operating costs. This standardization allows our Engineering, Network Operations and Service Desk teams to provide consistent, reliable and trusted solutions to our clients.

Every client engaged with Digicon has the full extent of our resources and expertise at their disposal when needed, while only paying for the services they actively use.

3 Understanding of Requirements

Digicon has thoroughly reviewed the RFP material and attended the preproposal presentation. The information obtained was very helpful and we believe we have a relatively complete understanding of the Town's information technology needs and challenges.

Based on our initial assessment, the Town of Occoquan is in a fairly good position to enable a successful move off on-site systems to effective, reliable Cloud services.

As the Town has no doubt discovered, the established budget for this effort presents significant challenges in delivering on the Town's information technology needs. In fact, the budget is roughly equal to the minimum cost to provide end user support alone.

The other significant challenge will be ensuring the Town's network is secure and robust enough to support Cloud based vs on-site systems.

Fortunately, Digicon is quite experienced with the unique challenges of working within these constraints. Further, the Town of Occoquan's requirements align exactly with our BITS solution.

With this in mind, Digicon has elected to be 100% responsive to the RFPs requirements as described in Section 4.

4 Digicon Solution

Transition (~2 weeks)

Digicon will meet with the Town's representatives and the previous provider to exchange any necessary operational information and validate our understanding of the environment. Digicon will establish secure remote access, enable monitoring and begin documenting support procedures.

Initial Assessment (~45 days)

Digicon will deliver a report detailing the current state of the Town's IT, a prioritized list of issues or focus areas and a recommended plan to migrate the Town from onsite systems to the Cloud.

Annual Planning Meeting and Report

Digicon will meet with the Town to discuss and produce an annual report both summarizing the previous year and providing recommendations for the following year.

Help Desk and Support

Digicon's Service Desk will be available Monday through Friday from 8am to 5pm for Town staff requiring end user support with Windows and Microsoft 365. Digicon's Network Operations Center (NOC) will monitor with Town's systems and respond to incidents and alerts 24x7x365.

Systems and Equipment Administration

Digicon engineers will maintain and update systems, apply patches and perform other functions to ensure the reliable operation of the environment and response to any security incidents.

Inventory

Digicon's Service Desk will work with the Town to maintain an inventory of IT assets throughout the year. Digicon's Service Desk will work with the Town to audit the inventory once per year.

Monthly Invoices

Digicon will invoice the Town a fixed monthly fee for the above services. The invoice will be accompanied by a ticket summary report.

All other items in the scope of work will be performed as best effort and scheduled as available resources allow. Digicon has included a rate schedule for anything the Town deems critical or is out of scope.

5 Price of Services

Digicon will perform with services detailed above for \$8,100.00 annually, invoiced \$675.00 per month.

Digicon will provide the following skill sets as needed on an hourly basis:

Labor Category	Hourly Rate
Desktop Support	\$120.00
Network Support	\$160.00
Network Architect	\$165.00
Windows Support	\$160.00
Linux Support	\$160.00
Database Support	\$170.00
AWS Administration	\$170.00
AWS Architect	\$180.00
DevOps/Agile Practices	\$170.00
Technical Project Management	\$170.00
NOSC Manager	\$150.00

6 Attachments

ADD SIGNATURE SHEET



REQUEST FOR PROPOSAL

ISSUE DATE: Monday, August 22, 2022

SITE VISIT DATE: Tuesday, September 6, 2022, at 10:00 a.m.

INQUIRIES DUE DATE: Friday, September 9, 2022, at 4:00 p.m.

PROPOSAL DUE DATE: Monday, September 26, 2022, at 2:00 p.m.

RFP No. 2023-01

TITLE: Information Technology Support Services

The Town of Occoquan, referenced hereafter as the Town, is accepting proposals from qualified contractors to provide information technology support services to the Town. The Proposer shall provide the services based on the specifics in the following document.

Responses are due to the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 2:00 p.m. on Monday, September 26, 2022. Proposals by telephone will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to: **Matt Whitmoyer at (703) 491-1918 or mwhitmoyer@occoquanva.gov**. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Proposals shall be emailed to Matt Whitmoyer at mwhitmoyer@occoquanva.gov with "Proposal RFP#2023-01" in the subject line or shall be contained within a sealed envelope/container and clearly marked with "Proposal RFP#2023-01" and delivered/mailed to:

Town of Occoquan Town Hall
PO Box 195
314 Mill Street
Occoquan, VA 22125

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Digicon Corporation

6319 Executive Blvd., Rockville, MD 20852

Signature:

Michael D. Laur

Michael D. Laur, Contracts/Procurement Mgr.
Print/Type

**TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS OR SERVICES**

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN, a municipal corporation of the Commonwealth of Virginia (hereinafter, “Town”), and DIGICON, INC. (hereinafter “Contractor”), for Goods or Services, identified herein, on the following terms and conditions:

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I) 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) Licenses and Permits: Contractor shall obtain all required licenses and permits.
- 2) 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.

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) Scope of Work

The Contractor shall furnish all necessary personnel, labor, facilities, equipment, materials and supplies necessary to ensure completion of the work and services set forth in Exhibit A, Entitled RFP 2023-01, Information Technology Support Services.

E) 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) This Contract,
- 2) Exhibit A – RFP 2023-01, Information Technology Support Services, and
- 3) Exhibit B – Proposal from Digicon, Inc., dated September 26, 2022

F) Type of Contract

This contract is a Fixed Price plus additional Time and Materials/Labor Hours as set forth in Section 5, entitled “Price of Services,” of Exhibit B.

G) Effective Date

The Effective Date of this Contract shall be January 1, 2023, which shall only be effectual once (1) the Contractor’s Representative signs the Contract, (2) the Town Manager signs the Contract, and (3) all conditions precedent to formation are satisfied or expressly waived in writing by the Town.

II) PERFORMANCE

A) 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.

B) Contacts

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

C) 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.

D) 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.

E) Invoices

- 1) Contractor 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.
- 3) Tasks shall be billed to the Town upon completion. The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The Town shall have no obligation to reimburse, pay directly or otherwise satisfy any

taxes or other expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein. If Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

F) Payment

- 1) In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to paragraph III) 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. In accordance with the Proposal, a deposit for each phase will be required prior to beginning each phase of work.
- 2) Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the prime contractor agrees to:
 - a) Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the 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 except for amounts properly withheld as allowed under Section 3)b).

- 3) Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month against the Contractor on any unpaid amounts owed to each subcontractor.
- 4) 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.
- 5) 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.

III) TERM AND TERMINATION

A) Base Term and Extensions

- 1) The base term for this Contract shall be through June 30, 2024. The Contract may be extended for up to three (3) additional 12-month terms only by approval of the Town Council of Occoquan, Virginia. The Contract may not be automatically extended without such approval.
- 2) Either party may choose not to extend the Contract by giving at least 60 days' notice prior to the expiration of the Contract.
- 3) This contract may be extended only by 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, upon the default of the other party.
- 2) With the exception of an emergency endangering life, safety, or the operation of the Town government, a default will only exist after the party claiming a default shall have provided notice and an opportunity to cure the default to the other party as follows:
 - a) A written 10-day business Notice of Default shall be given setting forth the grounds for default and the steps demanded to cure the default.
 - b) If the party receiving the Notice of Default fails to cure the default before the end of the 10-business day period then that party shall be in default under the terms of the Contract and the non-defaulting party shall have the right to terminate the Contract by sending a written Notice of Termination to the defaulting party.

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 Manager, 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 sixty (60) days after issuance of a Notice of Termination signed by the Contract Administrator and Town Manager 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 performance related to 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 of Termination;
 - 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 of Termination (i.e. in the case of partial termination);
 - c) Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice of termination (i.e., in the case of partial termination);
 - d) Settle on reasonable terms 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 Manager, shall pay 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 the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:
 - 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 reasonable cost of settling and paying any claims as provided above; and
 - A sum as profit on work performed determined by the Town's Treasurer 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 make a claim in accordance with paragraph V)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.

IV) 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 section.
- 4) The Contractor will include the provisions of this Contract section in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor.

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.

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) Foreign And Domestic Businesses 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. Notwithstanding any other provision 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.

F) Immigration Reform and Control Act of 1986

The Contractor also affirmatively states that it does not currently and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined by the Federal Immigration Reform and Control Act of 1986.

V) DISPUTES

A) Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500. This Contract is also governed by the applicable Town Ordinances.

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 unless 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. Claims are forever barred unless (a) written notice of the Contractor's intention to file a claim is given at the time of the occurrence or beginning of the work upon which the claim is based and (b) the claim and all relevant evidence that bears on the claim is submitted to the Town within 60 days of receipt of final payment.
- 2) Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Manager'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 Town Manager a written appeal. The Town Manager shall consider the appeal and render his or her written decision within seventy (70) days. The decision of the Town Manager 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 the claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Town Manager's designee or the Town Manager, as the case may be.
- 3) The Town does not have administrative procedures under Virginia Code § 2.2-4365

D) Venue

Any action brought under this Contract must be brought in the state courts for the Town of Occoquan, Prince William County, 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.

VI) MISCELLANEOUS

A) Definitions

Capitalized terms that are defined in the VPPA or Town Ordinance have the same meanings in this Contract as are given in that law or ordinance. 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 Manager to administer the Contract for the Town. The initial Contract Administrator is Adam Linn but the Town Manager 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 Michael Laur 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 in accordance with this chapter, 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) “Proposal” means the Information Technology Support Services details provided to the Town on September 26, 2022 by Contractor.
- 7) “Town” means the Town of Occoquan, Virginia, the Town Manager, or the Town Manager's designee assigned responsibility for this Contract.

B) 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 immediately provide written notice to the Town setting forth all facts and circumstances related to the delay.
- 2) 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.
- 3) 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.

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 the Contractor.

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.
- 3) The Contract Administrator, with the concurrence of the Town Manager, 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 involving transactions related 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.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Adam Linn, its Interim Town Manager, pursuant to authority heretofore duly granted by the Town Council of 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.

TOWN OF OCCOQUAN

CONTRACTOR

By:

By:

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business	Meeting Date: December 6, 2022
9E: Request to Execute Contract for DEQ ARPA Funds Occoquan River Stormwater Sediment Removal (Dredging)	

Attachments: a. RFP 2023-02
b. Contract

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

On November 1, 2022, the Town issued RFP No. 2023-02 seeking proposals from qualified contractors to provide dredging services to remove stormwater sediment from the Occoquan River to the Town. Multiple vendors received the solicitation and asked questions, and one submitted a proposal.

After a review of the proposal received, staff prepared a contract and is recommending that Town Council award the stormwater sediment removal contract to Lake Services, Inc. The FY 2023 contract base cost is \$235,291.00.

Payment for services will be covered by the Department of Environmental Quality's 2022 ARPA Appropriation Program that awarded \$325,000 to the Town for outfall sediment removal projects and stormwater dredging activities. Currently the town has budgeted \$155,000 in CIP for stormwater management. A budget amendment will be made to add the \$325,000 to the CIP for stormwater management in January, 2023.

Background

The Town was awarded, through the Virginia Department of Environmental Quality (DEQ), \$325,000 in ARPA funding for wastewater and stormwater remediation as a result of a funding request made by Mayor Porta in November 2021. Town staff submitted an initial program application on September 28, 2022, for part of the funding for stormwater remediation through sediment removal from the Occoquan River in the areas of 101 Poplar Lane and Mill Street, Gaslight Landing (locations where stormwater has created significant sediment buildup). On November 4, 2022, Town staff submitted a revised application based on DEQ comments and recommendation to include other related stormwater projects for the full \$325,000.

On November 1, 2022, through November 15, 2022, Town staff posted an RFP on the Town website and forwarded the RFP to three vendors who saw the initial posting on the eVa website on September 28, 2022. The Town received one proposal in response.

Staff is also going to request an environmental endangered animal study update for the applicable area as part of the DEQ ARPA Funds Occoquan River Stormwater sediment removal.

Staff Recommendation: Recommend authorization to enter and execute the attached contract and recommend approval of a not-to-exceed amount of \$150,000 to have stormwater sediment removed from the Occoquan River, contingent upon reimbursement with DEQ ARPA grant funds.

Cost and Financing: Not-to-Exceed amount of \$150,000

Account Number: CIP Stormwater Management

Proposed/Suggested Motion:

“I move that the interim town manager execute the attached contract with Lake Services, Inc. and approve an amount not-to-exceed \$150,000 to have stormwater sediment removed from the Occoquan River and authorize the Town Treasurer to submit the actual cost incurred for reimbursement from DEQ ARPA grant funds.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN

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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Cindy Fithian
Laurie Holloway
Eliot Perkins

**INTERIM
TOWN MANAGER**
Adam C. Linn, J.D.

REQUEST FOR PROPOSAL

ISSUE DATE: **Tuesday, November 1, 2022**
INQUIRES: **Friday, November 4, 2022** at 4:00 p.m.
DUE DATE: **Monday, November 14, 2022** at 1:00 p.m.
RFQ NO.: RFP2023-02
TITLE: Occoquan River Stormwater Sediment Removal

The Town of Occoquan, referenced hereafter as the Town, is accepting Quotations from qualified contractors to provide dredging and sediment removal services for the Town. The proposer shall provide the services based on the specifics in the following document.

Responses are due to the Town of Occoquan via electronically to TownManager@occoquanva.gov, by 1:00 p.m. on Monday, **November 14, 2022. Proposals will not be accepted by any other means.**

All inquiries for information regarding Quotation submission requirements, procurement procedures, or site visits shall be directed to: TownManager@occoquanva.gov.

Quotations and/or proposals shall be emailed to Town Manager at: TownManager@occoquanva.gov with "Quotation RFP#2023-02 - Occoquan River Stormwater Sediment Removal" in the subject line.

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Quotation and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed Quotation or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature:

Print/Type

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I. GENERAL INFORMATION

The Town of Occoquan is a small riverfront town located in Prince William County and is seeking proposals from a qualified Contractor to furnish all labor, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to provide stormwater sediment removal and dredging services to the Town. These services will include but are not limited to those found in Section II entitled "Scope of Work."

Town Background: A five-member Town Council and Mayor govern the Town of Occoquan. The Town is administered by a Town Manager who reports to the Town Council. The Town Manager directs and oversees all activities of the Town. The Town of Occoquan has a population of approximately 1,100 residents and 80 businesses. In addition, the Town has a downtown historic district that is home to a business district and includes both residential and commercial activities along the Occoquan River.

The Town of Occoquan experiences periodic flooding, particularly in the spring and fall, from two primary sources. First among these is the Occoquan River. Flooding associated with spring thaws and rains to the west, and fall hurricanes or tropical storms that create a tidal bore, are fairly common, occurring roughly every other year. Intensity varies significantly, but damage is typically limited to riverfront property and the water rarely reaches the level of Mill Street. Although of understandable concern to riverfront property owners (some of whom have built seawalls), the potential for river-based flooding is fairly predictable, and the combination of weather forecasts and assessments of potential river levels from Fairfax Water (who operates the Occoquan High Dam approximately one mile to the west of the Town) typically provides sufficient advance notice for precautions to be taken. Additionally, most riverfront property owners appear to recognize that periodically high river levels and accompanying flooding are acceptable risks associated with choosing to live on a riverbank.

The second primary source of flooding in Occoquan is flash-flooding from two major streams that flow through Town to the Occoquan River –Ballywhack Creek and Boundary Branch. This flooding is much less predictable, affects inland properties in Town, endangers traffic on major streets in Town, and over time has damaged and weakened the Town's aging stormwater infrastructure. Each of these tributaries originates outside of Town, thus drawing from watersheds well beyond Town boundaries, and is significantly affected by development and stormwater practices beyond the Town's control. Sitting at the bottom of hillsides along the banks of the Occoquan River, the Town of Occoquan and its stormwater management system is a recipient of runoff, some uncontrolled, from developments and roadways outside of Occoquan.

Sedimentation growth is diminishing the depth of the river adjacent to the shore creating the potential for culvert blockage, navigation hazards, and adversely impacting access to docks and public/private property.

The Town of Occoquan has received ARPA grant funding administered by DEQ to complete outfall sediment removal projects and stormwater dredging activities.

II. SCOPE OF WORK

The Town of Occoquan is seeking a qualified contractor to provide the necessary equipment, materials, and skilled manpower to dredge the designated areas and work in accordance with the plans and specifications provided by the Town. All work shall be completed within 60 days from the agreed upon start time. The Term may be extended with the written consent of the Parties (Town of Occoquan and the contractor). Sediment material (approximately 1600 cubic yards) will be removed from the dredge prism and loaded into sealed gate dump trucks and hauled to an approved disposal site. Contractor is responsible for sediment testing, mobilization, dredging, hauling and disposal operations as follows:

- (1) MOBILIZATION:
 - a. Conduct sediment testing prior to any dredging operations in accordance with local, state, and federal guidelines.
 - b. Deliver dredge equipment and materials to dredge site and off-load site.
 - c. Set-up of off-load site.
 - d. Stake out dredge prism area.
 - e. Remove pilings and known obstructions between bulkhead and floating/fixed docks.
 - f. Mobilize excavator and mats to designated off-load site.

- (2) DREDGING, HAULING and DISPOSAL OPERATION:
 - a. Contractor will mechanically dredge designated area to plan and specification grade, creating a uniform grade across bottom of dredge area.
 - b. Sediment material will be loaded into hopper barges. Hopper barges will be shuttled to off-load site area to be unloaded by long reach excavator.
 - c. Sediment material will be placed into sealed gate dump trucks and hauled to an approved disposal site.
 - d. Re-install removed pilings to original locations or within proximity to original location.

- (3) DEMOBILIZATION:
 - a. Remove dredge equipment from dredge and work site area.
 - b. Restore work site as needed, grade gravel lot to ensure that parking area is returned to previous site conditions.
 - c. Final Inspection of dredge and work site areas
 - d. Coordinating the conduct of the Virginia Marine Resources Post-Dredging Bathymetric survey (within 30 Days of Completion)

III. DELIVERABLES

The Town of Occoquan requests the following list of deliverables, based off the Scope of Work, from the Contractor:

Deliverable	Due
Kick-Off Meeting: The Contractor shall meet with the stakeholders to discuss the project and provide a proposed work schedule.	Within 10 business days after award of contract
Commonwealth of Virginia Marine Resources Commission Reporting: The Contractor will provide no less than two weeks notification of the start of dredging operations	Notification no less than 14 days prior to start of dredging.
Commonwealth of Virginia Marine Resources Commission Reporting: The Contractor will provide VA Marine Resources Notification of Project Start 7 days prior to work starting.	Notification 7 days before work starts.
Weekly Reporting: The Contractor shall prepare and submit weekly reports that detail work progress, issues encountered, and overall status of timeline.	Every Monday upon commencement of work.
Post-Dredging Bathymetric survey: The contractor shall conduct and provide a post-dredging Bathymetric survey report to the Virginia Marine Resources Commission.	Within 30 days of completion of the dredging.
Monthly Reporting: The Contractor shall prepare and submit a monthly report on work progress, issues encountered, status of work timeline, and any other item agreed to between the parties.	By the 5 th of each month of the contract.

IV. GENERAL INFORMATION

- (1) **Contracting Officer's Representative (COR).** The Town Manager will serve as the Primary COR and the Town Project Director will serve as the alternate. The Town Project Director will serve as the CORs onsite technical representative.
 - a. **Contractor Interface Requirements.** The contractor can expect to interface with the following Town of Occoquan stakeholders:
 - i. Town of Occoquan Mayor
 - ii. Town of Occoquan Manager
 - iii. Town of Occoquan Engineer
 - iv. Town of Occoquan Attorney
 - v. Town of Occoquan Project Director
 - vi. Property Owners (or their designated representative)
- (2) **Quality Control.** The contractor shall develop and maintain an effective Quality Control Program to ensure services are performed in accordance with this RFQ. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.
- (3) **Quality Assurance.** The Town will evaluate the contractor's performance under the terms of the contract.
- (4) **Recognized Holidays/Closings:** Contractor shall observe all state and federally recognized holidays and when the Town is closed due to local events, festivals or national emergencies, administrative closings, or similar Town directed facility closings. Under normal circumstances, the contractor will not be required to perform services on government holidays or declared government closures. Contractors shall be recalled to assist in resolving issues or provide support as required to ensure mission success. Contractors work schedule shall be adjusted to meet these requirements.
- (5) **Hours of Operation/Place of Performance.** The core hours of operation are 0800 to 1700 Monday through Friday except Federal holidays or when the Town is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. However, the contractor may conduct activities from the river that does not affect the use of roads, lots, or any other shore-based infrastructure. The contractor is responsible for conducting work during the core hours of operation. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this RFQ when the Town is not closed for the above reasons.
- (6) **Place of Performance.** The primary place of performance will be the riverfront, within the Town of Occoquan, in the vicinity of 101 Poplar Street and adjacent to Gaslight Landing. A lot behind 301 Mill Street will be used for staging. Contractor is responsible to ensure that any damage, degradation, modifications to the lot are restored to the lots original condition or better. Contractor will be required to be insured and/or post a bond.
- (7) **Reporting Requirements.** The contractor will ensure that the Commonwealth of Virginia Marine Resources Commission Authorization Permit/placard is continuously posted at each site during the term of the contract. Contractor will provide no less than two weeks notification of the start of dredging operations and will provide VA Marine Resources Notification of Project Start 7 days prior to work starting. The contractor will comply with all Federal, State and local laws related to environmental issues (see Section IV.(4)).
- (8) **Post Award Conference/Periodic Progress Meetings.** The contractor shall attend any Post award conferences convened by the contracting activity in accordance with Federal Acquisition Regulations. An initial post award conference/kick off meeting will be held by the Town within 10 workdays of contract award. The Contractor will attend the Virginia Marine Resources Pre-Dredging Conference

(within 7 Days of project start). The Contracting Officer, Contracting Officer's Representative (COR), and other State, County or Town personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the COR will apprise the contractor of how the Town of Occoquan views the contractor's performance and the contractor shall apprise the Town representatives of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Town of Occoquan.

(9) Environmental Considerations. The contractor will comply with all Federal, State, and local laws related to this project. The contractor will be especially cognizant of all laws related to the protection of birds (the Town of Occoquan is designated a bird sanctuary) and migratory patterns and hatcheries of fish and other waterfowl. Scheduling of this project must not interfere with bird, fish, and waterfowl indigenous to the area.

- a. **Environmental Protection.** Dredging is necessary to create and maintain navigation channels to our nation's ports, harbors, marinas, and naval facilities. Billions of cubic yards of sediment are dredged each year. Managing and regulating the disposal of dredged sediment is a shared responsibility of the Environmental Protection Agency (EPA) and the US Army Corps of Engineers (USACE), under both the Clean Water Act (CWA) and the Marine Protection, Research, and Sanctuaries Act (MPRSA or Ocean Dumping Act). Consistent with the National Dredging Policy the EPA encourages the "beneficial reuse" of dredged material.
- b. **Department of Environmental Quality (DEQ).** DEQ, an agency in the executive branch of government, reports to the Governor as an agency in the Natural Resources Secretariat. DEQ's duties and responsibilities include implementing Virginia's environmental laws and administering regulations adopted under the legal authorities of DEQ, the State Air Pollution Control Board, the State Water Control Board and the Virginia Waste Management Board.
- c. **Permits.** Except for the permits secured by the Town, the contractor shall be responsible for obtaining any and all permits required to complete the scope of work.
- d. **Laws.** Virginia's environmental laws are available on the General Assembly's Legislative Information System under its Virginia State Law Portal.
- e. **Regulations.** DEQ develops regulations for approval by Virginia's citizen boards that cover a wide variety of air, water and land protection issues. Regulations are intended to set forth the details to implement the Commonwealth's environmental laws. The adoption, change or repeal of any regulation is conducted in accordance with the Virginia Administrative Process Act and with the agency's public participation guidelines. Notices are posted on the Virginia Regulatory Town Hall and all regulatory actions are published in the Virginia Register of Regulations.

(10) Grant Flow Down Provisions. The funds to support the scope of work includes federal funds and the contractor shall be bound to the following flow down provisions of the Federal Acquisition Regulations:

- a. For contracts in excess of \$100,000, employment involving mechanics and laborers must comply with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).
- b. Compliance with Davis-Bacon Act provisions may be required for projects over \$10,000,000.

V. CONTRACT AWARD CRITERIA

Evaluation of the Contractor's proposal by the Town will include consideration of:

- The Contractor's ability to meet the requirements and needs of the Town.
- The Contractor's experience and the experience of its personnel.
- Demonstrated capabilities of the Contractor to provide similar services.
- Price to complete the project.
- Terms and conditions of Contract and risks and liabilities to be borne by the Town.

The Town anticipates awarding a single Contract from this solicitation to the responsible contractor whose Quotation to the solicitation is most advantageous and "best value" to the Town, which may not necessarily be the Quotation offering the lowest price nor receiving the highest technical score.

VI. SUBMISSION GUIDELINES

1. **Submittal Instructions:** A Proposal, including a signed Proposal form, shall be sent and received by the Town of Occoquan electronically at the email address shown on the cover page of this solicitation. Responses must be received no later than the date and time listed on the cover page of this solicitation. Quotations or other responses in any other form shall not be accepted.

Contractors should provide the following as a proper quote in response to this solicitation:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Contractor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website – www.occoquanva.gov. Contractors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Complete proposal pricing for completion of all services to be provided, including any additional or one-time charges.
 - d. Evidence of ability to comply with insurance requirements outlined in Section VII of this RFQ.
 - e. Include any additional information the Contractor believes to be essential to a thorough evaluation of its Quotation.
 - f. Include a minimum of two (2) references where similar work was performed. Include the dates when work was provided, the name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Contractor. The Town must be able to contact references without notification to the Contractor.
2. **Procurement Schedule:** The following timetable outlines the Town’s timeline for awarding a contract for its information technology support services:
 - Proposal Application Available November 1, 2022
 - Request for Clarification/Questions due: November 4, 2022 at 4 p.m.
 - Optional on-site visits
 - Submission Deadline November 14, 2022, at 1:00 p.m.
 - Proposal Evaluations, Reference Checks, and Selection November 2022
 - Contract Award November/December 2022
 3. **Request for Clarification/Questions:** Request for clarifications, questions, or comments concerning the specifications, contained herein must be received by the Town by 4 p.m. on November 4, 2022. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
 4. **On-Site Visit:** The on-site visit is optional for bidders. If a bidder would like to have an on-site visit to review the two locations of the stormwater sediment removal locations, bidder should email TownManager@occoquanva.gov to set up a time.
 5. **Late Proposals:** Proposals received after the submission deadline shall not be considered.
 6. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all Proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
 7. **Competition Intended:** It is the Town’s intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the Town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of quotations or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
9. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 9. "Disclosure: Trade Secrets and Proprietary Information".
10. **Disclosure-Trade Secretes and Proprietary Information:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all proposals will be available for public inspection. Trade secrets and proprietary information submitted by a Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.

VII. GENERAL CONTRACT TERMS AND CONDITIONS

1. **Contract Term:** The term of the contract shall begin upon the Proposal acceptance by the Town.
2. **Laws and Regulations:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
3. **License Requirement:** Contractors submitting price quotations must be fully licensed to do business in Virginia.
4. **Federal Flow Down Provisions:**The funds for this solicitation come from federal funds and the contractor shall be bound to the flow down provisions listed in Section IV.(10) above.
5. **Subcontract:** The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Town of Occoquan. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of the contract.
6. **Non-Assignment of Contract:** The Contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Town Manager, such permission not to be unreasonably withheld.
7. **Contract Award:** The resulting contract will be issued to the bidder providing the best value to the Town.
8. **Insurance Requirement:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:
 Automobile: \$2,000,000 each accident
 General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Town Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

11. **Claims:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.

RFP AMENDMENT #1
Date of Addendum: November 10, 2022

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents and any previously issued addenda remain in full force and effect except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this addendum into consideration when preparing and submitting its Proposal.

1.0 - Response to Inquiries / Questions

Below are the response to inquiries received prior Friday, November 4, 2022 at 4:00 p.m.:

1. Under scope of work in the RFP, it states that sealed gate dump trucks will be used to haul spoils, Is Occoquan supplying the hopper barges/ sealed gate dump trucks?

Response: The successful contractor will be responsible for all equipment and labor to complete the statement of work.

2. Under scope of work in the RFP, it states that the amount to be dredged Is 1600 CF. Is this correct or is the amount in Cubic Yards?

Response: The correct amount should be approximately 1,600 Cubic Yards. Section II Scope of Work is hereby amended to read "approximately 1,600 cubic yards."

3. Will Occoquan supply a long reach excavator for removal of spoils offload site?

Response: See response to #1 above.

2.0 - Amended Due Date

Responses are due to the Town of Occoquan via electronically to TownManager@occoquanva.gov, by **1:00 p.m. on Tuesday, November 15, 2022.**

Proposals will not be accepted by any other means.

--END OF ADDENDUM--

**TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS OR SERVICES**

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN, a municipal corporation of the Commonwealth of Virginia (hereinafter, “Town”), and LAKE SERVICES, INC. (hereinafter “Contractor”), for Goods or Services, identified herein, on the following terms and conditions:

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I) 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) Licenses and Permits: Contractor shall obtain all required licenses and permits.
- 2) 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.

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) Scope of Work

The Contractor shall furnish all necessary personnel, labor, facilities, equipment, materials and supplies necessary to ensure completion of the work and services set forth in Exhibit A, Entitled RFQ2023-02, Occoquan River Stormwater Sediment Removal.

E) 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) This Contract,
- 2) Exhibit A – RFQ2023-02, Occoquan River Stormwater Sediment Removal, and
- 3) Exhibit B – Proposal from LAKE SERVICES, INC., dated November 15, 2022

F) Type of Contract

This contract is a Firm Fixed Price as set forth in Exhibit B.

G) Effective Date

The Effective Date of this Contract shall be December 7, 2022, which shall only be effectual once (1) the Contractor’s Representative signs the Contract, (2) the Town Manager signs the Contract, and (3) all conditions precedent to formation are satisfied or expressly waived in writing by the Town.

II) PERFORMANCE

A) 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.

B) Contacts

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

C) 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.

D) 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.

E) Invoices

- 1) Contractor 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.
- 3) Tasks shall be billed to the Town upon completion. The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The Town shall have no obligation to reimburse, pay directly or otherwise satisfy any taxes or other expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein. If Contractor is deemed not to

be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

F) Payment

- 1) In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to paragraph III) 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. In accordance with the Proposal, a deposit for each phase will be required prior to beginning each phase of work.
- 2) Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the prime contractor agrees to:
 - a) Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the 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 except for amounts properly withheld as allowed under Section 3)b).

- 3) Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month against the Contractor on any unpaid amounts owed to each subcontractor.
- 4) 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.
- 5) 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.

III) TERM AND TERMINATION

A) Base Term and Extensions

- 1) The base term for this Contract shall be through September 30, 2023.

- 2) 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, upon the default of the other party.
- 2) With the exception of an emergency endangering life, safety, or the operation of the Town government, a default will only exist after the party claiming a default shall have provided notice and an opportunity to cure the default to the other party as follows:
 - a) A written 10-day business Notice of Default shall be given setting forth the grounds for default and the steps demanded to cure the default.
 - b) If the party receiving the Notice of Default fails to cure the default before the end of the 10-business day period then that party shall be in default under the terms of the Contract and the non-defaulting party shall have the right to terminate the Contract by sending a written Notice of Termination to the defaulting party.

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 Manager, 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 sixty (60) days after issuance of a Notice of Termination signed by the Contract Administrator and Town Manager 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 performance related to 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 of Termination;
 - 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 of Termination (i.e. in the case of partial termination);
 - c) Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice of termination (i.e., in the case of partial termination);
 - d) Settle on reasonable terms 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 Manager, shall pay 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 the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:
 - 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 reasonable cost of settling and paying any claims as provided above;

and

- A sum as profit on work performed determined by the Town's Treasurer 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 make a claim in accordance with paragraph V)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.

IV) 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 section.
- 4) The Contractor will include the provisions of this Contract section in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor.

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.

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) Foreign And Domestic Businesses 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. Notwithstanding any other provision 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.

F) Immigration Reform and Control Act of 1986

The Contractor also affirmatively states that it does not currently and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined by the Federal Immigration Reform and Control Act of 1986.

V) DISPUTES

A) Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500. This Contract is also governed by the applicable Town Ordinances.

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 unless 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. Claims are forever barred unless (a) written notice of the Contractor's intention to file a claim is given at the time of the occurrence or beginning of the work upon which the claim is based and (b) the claim and all relevant evidence that bears on the claim is submitted to the Town within 60 days of receipt of final payment.
- 2) Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Manager'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 Town Manager a written appeal. The Town Manager shall consider the appeal and render his or her written decision within seventy (70) days. The decision of the Town Manager 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 the claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Town Manager's designee or the Town Manager, as the case may be.

3) The Town does not have administrative procedures under Virginia Code § 2.2-4365

D) Venue

Any action brought under this Contract must be brought in the state courts for the Town of Occoquan, Prince William County, 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.

VI) MISCELLANEOUS

A) Definitions

Capitalized terms that are defined in the VPPA or Town Ordinance have the same meanings in this Contract as are given in that law or ordinance. 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 Manager to administer the Contract for the Town. The initial Contract Administrator is Adam Linn but the Town Manager 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 Dayton Black 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 in accordance with this chapter, 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) "Proposal" means the Occoquan River Stormwater Sediment Removal details provided to the Town on November 15, 2022 by Contractor.
- 7) "Town" means the Town of Occoquan, Virginia, the Town Manager, or the Town Manager's designee assigned responsibility for this Contract.

B) 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 immediately provide written notice to the Town setting forth all facts and circumstances related to the delay.
- 2) 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.
- 3) 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.

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 the Contractor.

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.
- 3) The Contract Administrator, with the concurrence of the Town Manager, 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 involving transactions related 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.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Adam Linn, its Interim Town Manager, pursuant to authority heretofore duly granted by the Town Council of 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.

TOWN OF OCCOQUAN
By:

CONTRACTOR
By:

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business	Meeting Date: December 6, 2022
9F: Request to expend DEQ ARPA Funds for Occoquan River Stormwater Sediment Removal (Threatened and Endangered Species Review)	

Attachments: a. RES Proposal

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

In order to do stormwater sediment removal from the Occoquan River, the Town is required to have a Threatened and Endangered Species Review of the affected areas completed. Town staff received a proposal to complete the review from RES for a proposed amount of \$2,550.

Payment for services will be covered by the Department of Environmental Quality's 2022 ARPA Appropriation Program that awarded \$325,000 to the Town for outfall sediment removal projects and stormwater dredging activities.

Background

The Town was awarded, through the Virginia Department of Environmental Quality (DEQ), \$325,000 in ARPA funding for wastewater and stormwater remediation as a result of a funding request made by Mayor Porta in November 2021. Town staff submitted an initial program application on September 28, 2022, for part of the funding for stormwater remediation through sediment removal from the Occoquan River in the areas of 101 Poplar Lane and Mill Street, Gaslight Landing (locations where stormwater has created significant sediment buildup). On November 4, 2022, Town staff submitted a revised application based on DEQ comments and recommendation to include other related stormwater projects for the full \$325,000.

Staff Recommendation: Recommend approval of a not-to-exceed amount of \$2,550 to have the Threatened and Endangered Species Review completed, contingent upon reimbursement with DEQ ARPA grant funds.

Cost and Financing: Not-to-Exceed amount of \$2,550
Account Number: CIP Stormwater Management

Proposed/Suggested Motion:

"I move to approve an amount not-to-exceed \$2,550 to have a Threatened and Endangered Species Review completed and authorize the Town Treasurer to submit the actual cost incurred for reimbursement from DEQ ARPA grant funds."

OR

Other action Council deems appropriate.



2750 Prosperity Ave., Suite 220
Fairfax, VA 22031

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

November 14, 2022

Bruce A. Reese, P.E., L.S.
Executive Vice President
Legacy Engineering, P.C.
419 Chatham Square Office Park
Fredericksburg, VA 22405

Proposal Signature Block	
Name/Title	Date

Sent Via Email: bruce@legacy-eng.com

**Re: Gaslight Landing, Kayak Ramp, Poplar Lane – Prince William County, Virginia
Proposal for Environmental Services**

Dear Mr. Reese:

HGS, LLC, a wholly owned subsidiary of Resource Environmental Solutions, LLC (RES) is pleased to submit this proposal to provide Legacy Engineering (Client) with environmental services on the above-referenced project sites located in Prince William County, Virginia. The study area is comprised of three locations along the Occoquan River: Gaslight Landing, Kayak Ramp, and Poplar Lane. The following sections are presented in greater detail herein:

Table of Contents:

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 2.) **Project Team and Agency Coordination**..... 2

Price Summary and Change Orders 2

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Scope of Work

We are proposing to complete the necessary environmental assessments as required by the project permits. Specifically, we will complete a desktop review of state and federal databases to evaluate if any threatened or endangered species or habitats are present within the project area or immediate vicinity.

1.) Threatened and Endangered Species Review

RES will review database information from the U.S. Fish and Wildlife Service (FWS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Department of Game and Inland Fisheries (DGIF) and the Virginia Department of Historic Resources (DHR) to determine if any Federal or State-listed threatened or endangered species or cultural resources have been documented to occur on or near the project site. The results of this resource review will be used to help determine an appropriate regulatory strategy for the project and will also be summarized in a letter report.

Fixed Fee: \$1,050.00

2.) Project Team and Agency Coordination

During the feasibility and design stages of the project, RES will provide:

- the necessary coordination and/or site visits involved with the Corps' and DEQ's review and approval of the threatened and endangered species review.

Time and Materials (Not to Exceed): \$1,500.00

Price Summary and Change Orders

The "Project Team and Agency Coordination" task will be charged on a time and materials basis according to the following rate sheet (Attachment A), not to exceed the specified amount without your prior approval. The not to exceed amount quoted for this task is an estimate of the cost that may be required to address coordination issues through the feasibility and design stage of the project. Periodic update(s) to this budget may be necessary if coordination efforts beyond those typically needed for this type of project are required. The remaining tasks will be charged on a fixed fee basis, which includes all labor and expected non-labor charges (mileage, equipment, map/plan plots, copies, etc.).

The prices for each task include all anticipated copies required for initial agency submittal, plus up to two client copies of all reports, maps, plans, etc. produced by RES under this proposal. Additional copies requested by the Client will be billed according to the attached rate sheet. All other unanticipated non-labor charges will be billed to the Client plus a 15% mark-up. The price summary included in this proposal shall remain valid for 60 days.

Regarding the above Proposed Scope of Work, if the anticipated time for rendering these services is exceeded (through no fault of RES), or if significant changes are requested by the Client or the Client's authorized representative (project manager, etc.), then an equitable adjustment in either the original time of performance or compensation, or both, or a revision to include supplemental service(s) where applicable will be required. In either case, the Scope of Work and associated costs will be revised in a manner mutually agreeable between the Client and RES. Any such change will be documented in a budget update letter that, when signed by the Client, will become a part of this contract. A sample of a budget update is included in Attachment C. Should the Client and RES be unable to agree on revisions to the Scope of Work



and associated costs, RES shall have the right to terminate this contract as outlined in the below Cancellation provision.

Assumptions and Exclusions

The scope of work included in this proposal is limited to that which is specifically included in the listed task descriptions. No other work is implied, and any work not specifically described in the scope of work herein is excluded. In addition, RES has made the following assumptions in the preparation of this scope of work:

- that a suitable basemap will be provided to RES including the limits of proposed dredging activities, in digital format, at no charge.

Schedule

Pending the signature and receipt of this proposal, RES will initiate the above tasks within three weeks. Both parties also recognize that this schedule is subject to factors that may be unknown at the time of this contract.

Invoicing and Payments

Invoices for services rendered will be submitted monthly and payment is due upon receipt. Please provide the appropriate Accounts Payable contact and address information to which invoices should be forwarded:

Attention: _____
Address: _____
City/ST/Zip: _____
Phone: _____
Fax: _____
Email: _____

Invoice Submission Instructions (email, mail, portal submission):

Is a Lien Waiver required to be submitted? (If so, include a copy with signed proposal if required to be sent with invoice) Yes No

Fixed fee tasks will be invoiced on a percent-complete basis based on RES's estimate of the task status at the time of billing, plus actual reimbursable expenses. Time and materials tasks will be invoiced according to actual labor and reimbursable expenses based on RES's assessment of the project task at the time of billing. Balances not paid within 30 days of the invoice date are subject to a late fee of 1.5% per month or 18% annually. The Client agrees to pay for any costs of collection including, but not limited to, lien costs, court costs or attorneys' fees involved in, or arising from, collecting any unpaid or past due balances.

Rights and Benefits

Nothing under this proposal shall be construed to give any rights or benefits in this proposal to anyone other than the Client and RES, and all duties and responsibilities pursuant to this



proposal will be for the sole and exclusive benefit of the Client and RES and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by RES in conjunction with the services provided under this proposal shall remain the sole property of RES.

Cancellation

RES's obligation to render services under this proposal will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. Should RES and the Client be unable to agree on modifications to the Scope of Services and/or associated costs, RES shall have the right to terminate this proposal upon seven days' written notice to the Client. The Client may terminate this contract for any reason upon 30 days' written notice to RES. All disputes, controversies, or claims arising out of, or relating to, this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

Confirmation of Ownership & Right of Access

The Client, by entering this contract, confirms that the property (or properties) that are the subject of this contract is (are) owned by the Client or the Client has ownership representation. RES will not be held liable for any losses or damages resulting from the Client's failure to provide or secure for RES, as appropriate, reasonable access to the Property and/or information as required by RES to meet its performance obligations under this contract.

Signature Block and Acceptance

If this proposal meets your approval, please sign in the signature block provided on the first page and return the original to serve as our contract. RES appreciates the opportunity to provide assistance to Tungsten Commercial Real Estate for this scope of work. Please call if you have any questions.

Sincerely,

Ed Kabay
Project Manager



Attachment A: Billing Rate Sheet

Personnel

Principal	\$185.00 / hr.
Senior Engineer	\$130.00 / hr.
Staff Engineer	\$110.00 - \$115.00 / hr.
Licensed Land Surveyor	\$105.00 - \$115.00 / hr.
Senior Project Manager	\$150.00 / hr.
Staff Project Manager	\$120.00 - \$135.00 / hr.
Land Representative	\$120.00 - \$135.00 / hr.
Senior Regulatory Specialist	\$115.00 / hr.
Staff Regulatory Specialist	\$85.00 - \$100.00 / hr.
Senior Ecologist	\$105.00 / hr.
Staff Ecologist	\$75.00 - \$95.00 / hr.
Senior Environmental Specialist	\$100.00 - \$115.00 / hr.
Staff Environmental Specialist	\$60.00 - \$90.00 / hr.
Senior GIS Specialist	\$105.00 / hr.
GIS/CADD Technician	\$65.00 - \$85.00 / hr.
Field Technician	\$55.00 - \$75.00 / hr.
Administrative Support	\$55.00 / hr.

Copies

Report (Color, < 50 pages)	\$35.00 / ea.
Report (B&W, < 50 pages)	\$25.00 / ea.
Report (Color, > 50 pages)	\$65.00 / ea.
Report (B&W, > 50 pages)	\$55.00 / ea.
Plan Sheet (Color)	\$10.00 / ea.
Plan Sheet (B&W)	\$4.00 / ea.



Attachment B: Certificate of Liability Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 11/04/2022				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER Aon Risk Insurance Services West, Inc. Denver CO office 1900 16th Street, Suite 1000 Denver CO 80202 USA			CONTACT NAME: PHONE (A/C. No. Ext.): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL: ADDRESS:					
INSURED HGS, LLC 5367 Telephone Road Warrenton VA 20187 USA			INSURER(S) AFFORDING COVERAGE		NAIC #			
			INSURER A: Zurich American Ins Co		16535			
			INSURER B: Scottsdale Ins Company		41297			
			INSURER C:					
			INSURER D:					
			INSURER E:					
INSURER F:								
COVERAGES CERTIFICATE NUMBER: 570096393017 REVISION NUMBER:								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
Limits shown are as requested								
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
UB	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			VR50006197	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$350,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
							Deductible	\$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8633906 - 02	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			VE50003887	10/01/2022	10/01/2023	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Automobile Excess Limit	\$9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC863390702	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Env Contr Prof			VR50006197 Prof/Poll - Claims Made	10/01/2022	10/01/2023	Ea Claim / Cvg	\$1,000,000
							Aggregate	\$2,000,000
							Deductible	\$25,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						Evidence of Insurance.		
CERTIFICATE HOLDER HGS, LLC 5367 Telephone Road Warrenton VA 20187 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 				

Holder Identifier :

570096393017

Certificate No :





AGENCY CUSTOMER ID: 570000075824

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC	
POLICY NUMBER See Certificate Number: 570096393017			
CARRIER See Certificate Number: 570096393017	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Bayou Paul Mitigation Area, LLC
 Carolina Heelsplitter Conversation, LLC
 CBAY-VA, LLC
 Coastal Louisiana Resource, LLC
 EBX-EM, LLC
 EBX-GCW, LLC
 EBX-Neuse I, LLC
 EBX Mountain Run, LLC
 EBX-waccamaw, LLC
 EBX Resource Banking, LLC
 Ecological Restoration Services, LLC
 Eighth Louisiana Resource, LLC
 Environmental Banc Exchange, LLC (EBX)
 Fifth Louisiana Resource, LLC
 First California Resource, LLC
 First Indiana Resource, LLC
 First Louisiana Resource, LLC
 RES Texas Mitigation, LLC
 First Texas Resource, LLC
 First Pennsylvania Resource, LLC
 First West Virginia Resource, LLC
 Fourth Louisiana Resource, LLC
 HGS LLC dba RES Environmental Operating Company, LLC
 Resource Project Specific Mitigation, LLC
 RLF Angleton Properties, LLC
 Second Louisiana Resource, LLC
 Seventh Louisiana Resource, LLC
 Sixth Louisiana Resource, LLC
 Third Louisiana Resource, LLC
 Third Texas Resource, LLC
 Wingnut Interests, LLC
 RES-Pac, Inc.
 Louisiana Pecans, LLC
 RES-Holding Company
 Potamoi Holdings, LLC
 RES Mitigation, LLC
 GDS, LLC
 Earthmark WV Mitigations, LLC
 Chesapeake Wetland Mitigation Bank
 Colonel Land, LLC
 Bunker Root Bear Stand, LLC
 Center for Restoration
 Greenbanx, LLC
 Red Brick Arrow, LLC
 CAT Island Conservancy, LLC
 RES Carolinas, LLC
 RES Kentucky, LLC DBA Redwing Ecological Services
 Headwater Management, LLC
 RES Great Lakes, LLC
 RES Florida, LLC



Attachment C: Example Budget Action Letter

(Date)

(Client Representative)
(Company)
(Address 1)
(Address 2)

Proposal Signature Block	
Name/Title	Date

Re: Budget Update Letter
(Project Name), (Site Location, State)

Dear (Client Representative):

The following is a proposed budget update for the continuing environmental services that Angler Environmental (Angler) is providing to (Company) for the (Project Name) project located in (Site Location, State).

As described in our original contract dated (Proposal Date), Angler has reserved the right to issue a budget update based on one or both of the following situations:

- a. The time for rendering the services described in the original Scope of Work is exceeded (through no fault of Angler).
- b. Significant changes from those described in the original Scope of Work are requested by you or your authorized representative (project manager, etc.).

Proposed Budget Update and Revised Scope of Work

1. (Task Name), Task Number (#)
 - a. Revised Scope of Work - (Description of work covered under budget update.)
 - b. Proposed Budget Update - \$(###.##)
 - c. Payment Terms - (Fixed Fee, Time)

Should the Client and Angler be unable to agree on the Revised Scope of Work and associated costs, Angler shall have the right to terminate this contract as outlined in the below Cancellation provision.

Cancellation

Angler's obligation to render services under this proposal will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. Should Angler and the Client be unable to agree on modifications to the Scope of Services and/or associated costs, Angler shall have the right to terminate this proposal upon seven days' written notice to the Client. The Client may terminate this contract for any reason upon 30 days' written notice to Angler. All disputes, controversies, or claims arising out of, or



(Client Representative)
(Company)
Budget Update – (Task Name)

(Date)
Page 2 of 2

relating to, this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

Signature Block and Acceptance

If this proposed budget update meets your approval, please sign in the space provided above and return the original to serve as our contract. Invoices for services rendered are submitted monthly and payment is to be made within 30 days. Past due balances are subject to a finance charge of 1.5% per month or 18% annually.

Thank you.

Sincerely,

(Company Representative)
(Title)

SAMPLE



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business	Meeting Date: December 6, 2022
9G: Request to Execute Contract for Marketing/Sponsorship Services	

Attachments: a. Verba Optima Proposal
c. Contract

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

In order to increase resources for Riverfest and the Fall Arts and Crafts Show, Town staff has been seeking outside support to procure event sponsorships. After reviewing a number of options, staff is requesting that Town Council execute the attached contract to hire Matthew Buttermann (Verba Optima) as marketing and sponsorship support for the Town's marquee events with a 20% (\$500) down payment.

Payment for services (down payment and remaining 80%) will be covered by the Advertising budget within the Events Fund of the FY2023 Adopted Budget. Outside the \$2,500 base, 20% of added revenue from each sponsorship will cover future commissions.

Staff Recommendation: Recommend execution of the contract.

Cost and Financing: \$500 down payment; \$2,500-5,000 overall

Account Number: Advertising (63200) – Advertising-Marketing (63220)

Proposed/Suggested Motion:

"I move to execute the attached contract with Matthew Buttermann for marketing and sponsorship services."

OR

Other action Council deems appropriate.



Project Proposal: Town of Occoquan, Virginia

Objectives

- 1) Obtain corporate support and sponsorship for special events
- 2) Recommend areas of focus for special events marketing and media coverage
- 3) Identify and define demographics and psychographics of event audiences
- 4) Prepare Sponsorship Package for all annual town events and for individual events
- 5) Develop sponsor prospect and contacts list
- 6) Approach major corporate sponsors and negotiate sponsorships

Deliverables

- 1) Comprehensive study of town events, to include:
 - a. Definition of event audiences
 - b. Recommendations for focus areas to help enable media coverage and corporate sponsorships
- 2) Sponsorship Packages, including:
 - a. Collective Sponsorship Package for all town events
 - b. Individual event sponsorship packages (as needed)
- 3) Corporate sponsor prospect and contacts list

Pricing

Event Study: 30 hours@\$50/hr	\$1500
Sponsorship Kit (collective)	\$500
Individual Event Sponsorship Kits	\$150/each
Sponsor Prospect and Contact List	\$500
Sponsorship Sales (optional)	20% of cash sponsorships

Estimated total cost: **\$2500 - \$5000**

Payment Terms:

- Request 20% down payment of low-end total (\$500) to engage services
- Payment upon completion of other deliverables
- Premium on cash sponsorships due when sponsor fulfills contract

Summary

The Town of Occoquan, Virginia, located in northern Prince William County, has for many years produced popular and successful events to boost tourism and patronage of the town's many specialty shops and restaurants. For its 2023 events and beyond, the town seeks to attract corporate sponsors for its events, to engage media attention and, in turn, attract greater numbers of event attendees that will enhance revenue for the town and its resident businesses.

To achieve these goals, my plan will start with a comprehensive study of the town's events. The study will closely define the audiences attending these events, correlating local demographic data with the purchasing habits and brand preferences of typical event participants available from marketing research data. The study will also examine ways for the events to embody the key tourism attributes of the town, thus setting themselves apart from a crowd of similar events. The idea will be to suggest small but significant changes rather than to reinvent the wheel, and the result will be events that are more attractive for both media coverage and corporate sponsorship.

As the events are then primed for media coverage and corporate sponsorship by differentiating themselves, and the audience has been defined, they will be ready to show to potential corporate sponsors. I will create a collective sponsorship package for all of the town's events to present to potential title sponsors. I can then create more condensed sponsorship packages for individual events, as desired by town leadership.

Finally, after the study and deliverables are completed, I can then create a sponsorship prospect list and show the sponsorship kits to potential corporate sponsors. My suggestion would be to have me focus on larger, national level sponsors, and to have town staff solicit local and regional sponsors.

The goal will be to have the study and all deliverables complete by late October, in time for the sponsorship decision making yearly cycle, which typically takes place in October and November of the year before the events will be held.

About Me

I am a Public Relations and Marketing Communications Specialist.

I enjoy the challenge of creating a message and implementing communications strategies for special events, non-profits and start-up businesses. I have started six special events that have grown to be internationally renowned. I have provided media, marketing and PR services for international sporting events and trade shows.

I have worked with:

- Tourism Departments and CVBs
- Corporate Sponsors at Fortune 500 level and below
- Local politicians (Mayors, State delegates and senators)
- Former Governor of Virginia Tim Kaine, and current Senator Mark Warner
- County executives, supervisors and city managers
- Local police and Sheriff's departments, Virginia State Police
- Trade shows - International sporting events
- Ski resorts and hotels
- Charities and non-profit organizations
- Tech Start-Up businesses

I grew up in Springfield, Virginia and I am a graduate of Fairfax County Public Schools and the University of Virginia. I remember fondly my own visits to Occoquan in the late 1980s and early 1990s. Although I currently live in Winston-Salem, North Carolina, I still consider Northern Virginia my home.

More information and portfolio available at www.matthewbutterman.com

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of November 03, 2022, by and between Town of Occoquan, Virginia (the "Recipient"), of 314 Mill Street, Occoquan, Virginia 22125, and Matthew Butterman (the "Contractor"), of 408 Roslyn Rd., Winston Salem, North Carolina 27104. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on November 03, 2022, the Contractor will provide the following services (collectively, the "Services"):

Consulting services per attached Exhibit

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

20% (\$500) down payment

Completion of deliverables as outlined in the attached Exhibit

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement shall terminate automatically on November 03, 2023.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

14. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

17. SIGNATORIES. This Agreement shall be signed by Julie Little, Events Director on behalf of Town of Occoquan, Virginia and by Matthew Butterman. This Agreement is effective as of the date first above written.

RECIPIENT:
Town of Occoquan, Virginia

By: _____
Julie Little
Events Director

Date: _____

CONTRACTOR:
Matthew Butterman

By: _____

Date: _____



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

10. Discussion Item	Meeting Date: December 6, 2022
10A: Field Revision to Site Plan SPR2022-005, Occoquan Beer Garden	

Attachments: a. Site Plan Dated July 1, 2021; last revised 11/20/2022 (SPR-2022-005)

Submitted by: Adam C. Linn
Interim Town Manager

Explanation and Summary:

On September 7, 2021, the Occoquan Beer Garden, LLC (Applicant) site plan, SP-2021-005, for the property located at 126 Mill Street was approved by the Town Council. The site improvements are located on the 126 Mill Street property; however, the business use of a restaurant with outdoor seating will jointly use the adjacent property located at 200 Mill Street.

Since the original site plan was approved by Council, the process for site plan review and approval has changed and now Town staff review and approve site plans and revisions in accordance with applicable provisions of the Town Code.

During the construction of the site improvements, field changes were made to the site plan. Specifically:

1. Switched from a TruGrid system for stormwater management to a gravel surface, requiring additional 0.39 pounds of nutrient credit purchases (credits identified as available, but not yet purchased)
2. Shifted the location of the dumpster enclosure
3. Added a drainage pipe to facilitate moving runoff away from the seating area
4. Add a pergola to the plan
5. Reduced parking by leaving tree(s) along Poplar Alley
6. Converted fencing along Mill Street to a "rope" fence
7. Clarified ADA compliance

That as a result of the field changes, the Applicant was required to submit the changes to the site plan, which was provided a new site plan number, SPR2022-005.

Staff is seeking to provide Council with an opportunity to clarify the changes to the original site plan.



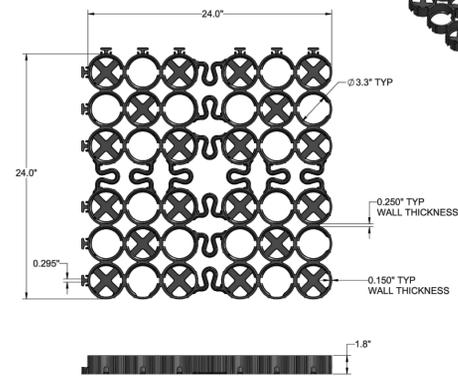
True to your project. True to the environment.



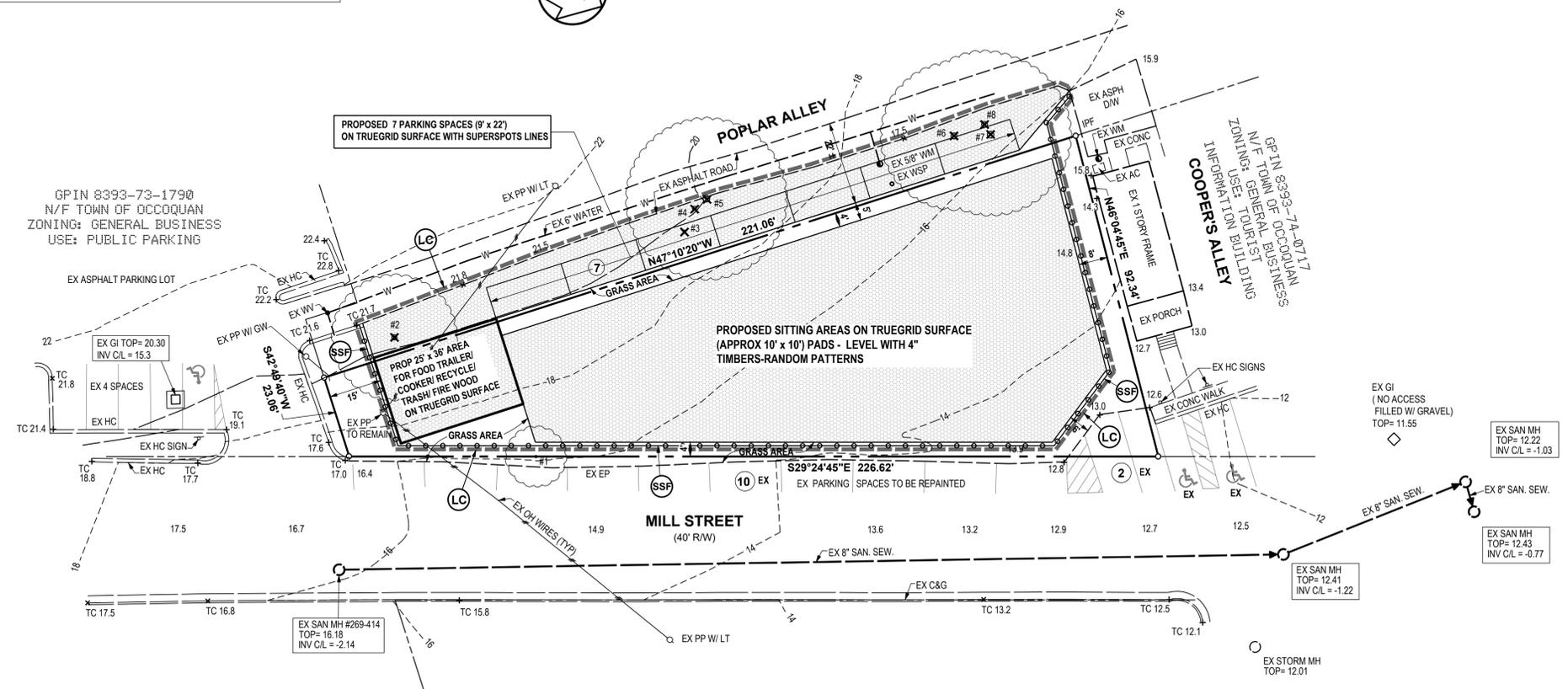
TRUEGRID PRO PLUS 24" X 24" X 1.8"
US PATENT NO. 8,734,049

- PROPRIETARY FEATURES:
- 1) X-ANCHORS (NO STAKING NEEDED)
 - 2) 3 POINT MALE/FEMALE LOCKING TABS
 - 3) S-FLEX JOINTS (BUILT IN EXPANSION JOINTS FOR SOIL MOVEMENT AND SEASONAL CHANGES)
 - 4) HOOP STRENGTH DESIGN

- OTHER:
- 1) 100% POST-CONSUMER RECYCLED HDPE.
 - 2) DELIVERED IN PREASSEMBLED 4' X 4' SHEETS THAT CAN BE RECONFIGURED, AS NEEDED.



FOR PRICING OR ORDERING: CALL 1-855-355-GRID (4743). IN STOCK. FACTORY DIRECT.

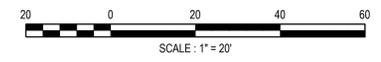


- LEGEND**
- AC = AIR CONDITIONING UNIT
 - C & G = CURB AND GUTTER
 - CI = CURB INLET
 - EP = EDGE OF PAVEMENT
 - DW = DRIVEWAY
 - HC = HEADER CURB
 - HC SIGN = HANDICAP SIGN
 - IPF = IRON PIPE FOUND
 - GI = GRATE INLET
 - OH = OVERHANG/ OVERHEAD
 - PP = POWER POLE
 - PP W/ GW = POWER POLE WITH GUY WIRE
 - PP W/ LT = POWER POLE WITH LIGHT
 - (R) = TO BE REMOVED
 - (S) = TO BE SAVED
 - SAN MH = SANITARY MANHOLE
 - SL = SANITARY LATERAL
 - STORM MH = STORM MANHOLE
 - TC = TOP OF CURB
 - WM = WATER METER
 - WSP = WATER SPIGOT
 - WS = WATER SERVICE
 - WV = WATER VALVE

- TREE INVENTORY**
- #1 = 8" MAPLE
 - #2 = 17" MULBERRY BUSH
 - #3 = 9" LOCUST
 - #4 = 14" MULBERRY BUSH
 - #5 = 22" MULBERRY BUSH
 - #6 = 20" TWIN MULBERRY BUSH
 - #7 = 22" OAK
 - #8 = 20" OAK
 - (X) EXISTING TREE TO BE REMOVED

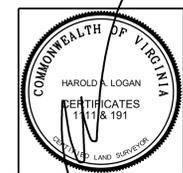
- (6) NUMBER OF PARKING SPACES
- (LC) LIMITS OF CLEARING, GRADING AND / OR DISTURBANCE
- (SSP) TEMPORARY SUPER SILT FENCE PLATE 7-11

LESSEE
 THE GARDEN & LIVE OAK RESTAURANT
 JEREMY BARBER
 7000 ELKTON DRIVE
 SPRINGFIELD VA 22152
 PHONE: 703-851-3270
 EMAIL: JEREMY@THEGARDENDELRAY.COM



GPIN: 8393-74-1408
 ZONING: GENERAL BUSINESS
 FEMA FLOOD ELEVATION = 14.0
 ADDRESS: #126 MILL STREET OCCOQUAN, VA 22125
 OWNER: RIVERWALK AT OCCOQUAN, INC
 349 GUNDRY DRIVE
 FALLS CHURCH, VA
 PHONE: 703-533-9488
 CELL: 703-307-7393
 letty.lynn@verizon.net

PARKING TABULATION
 SITE AREA= 12,679 S.F. = 0.29107 AC.
 EXISTING REGULAR PARKING SPACES= 12
 EXISTING HANDICAP PARKING SPACES= 2
 PROPOSED PARKING SPACES = 7
 TOTAL PARKING PROVIDED = 21
 TOTAL NUMBER OF SEATS PERMITTED= 8 PER 21 SPACES = 168



SCALE: 1"= 20'
 DATE: 07-01-2021
 DESIGNED: HAL
 DRAFTED: MB
 REVISIONS:

OCCOQUAN BEER GARDEN
 TOWN OF OCCOQUAN, VIRGINIA
SITE PLAN
 HAROLD A. LOGAN ASSOCIATES P.C.
 LAND SURVEYING - SITE PLANNING - SUBDIVISION DESIGN
 9114 INDUSTRY DRIVE
 MANASSAS PARK, VA. 20111 (703) 330-1988
 LOGANASSOCMARK@GMAIL.COM

SHEET 1 OF 1
 SP 2915



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

10. Discussion Items	Meeting Date: December 6, 2022
10B: Update on Facility Use and Special Events Policies and Guidelines	

Attachments:

- a. Overview of Key Changes
- b. Facility Use Policy and Guidelines - Draft
- c. Special Event Policy and Guidelines - Draft

Submitted by:

Adam C. Linn
Interim Town Manager

Explanation and Summary:

Town staff has reviewed and made draft updates to the Facility Use and Special Event policies over the past six months in order to address conflicts between the two documents, accommodate more uses of Town facilities, and revise the fee schedule.

Background

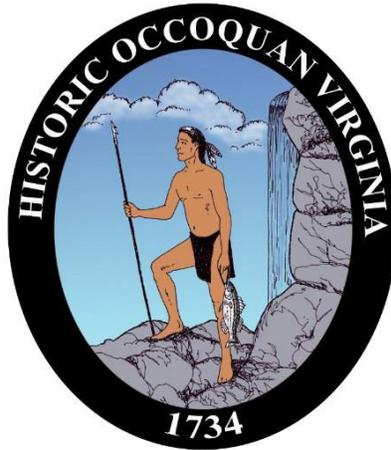
In order to preserve and protect the Town's public facilities (River Mill Park, Mamie Davis Park, and Town Hall) while providing for their use by the public, Town staff created a Facility Use Policy and Guidelines in July 2016. Currently, residents and non-residents submit a Facility Use Request Form to rent out Town Hall and parks at four hour intervals for events like weddings and HOA meetings.

In order to outline the Town's policy, process and rules governing special events not specifically developed by the Events Director and Events Committee that occur on public streets and/or public property where the public is invited, Town staff created a Special Event Policy and Guidelines in July 2020.

Overview of Key Changes to Facility Use and Special Event Policies

Facility Use Section	Change
Purpose and Policy	New section created with references to and definitions for the Special Event Policy and application.
Facility Information and Fees	New fee schedule with new applicant types of Town, Non-Town Non-Profit, and Non-Town Resident/For-Profit and new fee prices.
Facility Information and Fees	Added that “Town non-profits are not required to pay any fee for use of Town facilities, though a completed Facility Use Request Form, submitted to Town Hall, will be required to rent any facility.”
Facility Information and Fees	Added that “Town Hall is only available for use by Town based users including residents, businesses, HOAs and community organizations on non-holiday weekdays, and no fees will be assessed, unless staff support is needed. Labor costs will be calculated at \$25 per hour.”
Facility Information and Fees	New recurring events category and description.
Facility Information and Fees	New for-profit competitive events category and description.
Use Guidelines	Added that “Town Hall is only available for use by Town based users, including residents, businesses, local HOAs and community organizations, for meetings and small business gatherings.”
Use Guidelines	Added that the “dais and AV equipment located inside the main area of Town Hall is not available for use during rentals, unless staff support is hired to operate them.”

Special Event Section	Change
Definitions	New definition for special events, laying out clear conditions for classification as a special event and examples.
Application Submittal Process	New \$25 non-refundable application fee.



TOWN OF OCCOQUAN FACILITY USE POLICY AND GUIDELINES

Effective July 12, 2016
Updated December 6, 2022

Occoquan Town Hall
314 Mill Street | PO Box 195
Occoquan, VA 22125

www.occoquanva.gov
info@occoquanva.gov | (703) 491-1918

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TOWN OF OCCOQUAN

FACILITY USE POLICY AND GUIDELINES

I. PURPOSE AND POLICY

The purpose of the Facility Use Application and Policy is to outline the Town of Occoquan, Virginia's ("Town") policy, processes, and rules for renting and using the Town's public parks and buildings.

The policy of the Town is to provide and support the use of its public spaces by town residents and visitors alike for a wide range of activities that capitalize on the Town's unique beauty and resources. As such, Town parks are open to all residents and visitors for their use and enjoyment. Visitors and residents are welcome to hold small gatherings and events in the park; however, to ensure availability and compliance with park rules, the Town highly encourages residents and visitors to submit a Facility Use Request for significant events and events with over 25 attendees.

To preserve said spaces, the Town imposes fees and guidelines to protect and maintain its public spaces for years to come. The fee categories include base fees for Mamie Davis Park and River Mill Park, recurring event fees, and for-profit competitive event fees.

In addition, the Town also requires a Special Event Application when certain conditions necessitate more rigorous measures and coordination to ensure all public-focused events are appropriately realized. The Town defines such conditions as:

- a. any loud sounds such as from concerts or fireworks,
- b. any sale or consumption of alcohol,
- c. any event marketed towards and including the general public,
- d. any recurring events,
- e. and/or any event collecting fees or monetary contributions.

All uses of Town facilities that meet any or all of the above conditions require submission of a Special Events Application in addition to the Facilities Use Request Form. The Special Event Policy will outline special conditions for use, including facility areas, liability insurance requirements, security or staff support, fees and/or other protective measures that may be required.

Facility Use Request Forms and Special Event Applications can be found at: <https://www.occoquanva.gov/government/town-parks-and-facilities/>.

II. FACILITY INFORMATION AND FEES

Table 1: Facility Information

Facility	Capacity	Public Restrooms	Electric
Mamie Davis Park	50	No	Yes
River Mill Park	500	Yes	Yes
Town Hall*	25	No	Yes

*Only available for use by Town based users (Town residents, Town businesses, local HOAs and community organizations based in Town) on non-holiday weekdays. No weekend use permitted.

Table 2: Fee Schedule

Applicant Type	Mamie Davis Park Base Fee	River Mill Park Base Fee	Recurring Events Fee (per event)	Dates
Town based users (residents, businesses, HOAs, and community organizations)	\$0	\$0	\$0	Monday - Thursday
	\$50*	\$100*	\$25	Friday - Sunday, Holidays
Non-Town Non-Profit	\$100	\$200	\$50	Monday - Thursday
	\$125	\$250	\$65	Friday - Sunday, Holidays
Non-Town Resident/For-Profit	\$200	\$400	\$100	Monday - Thursday
	\$250	\$500	\$125	Friday - Sunday, Holidays

*Town Non-Profits are not required to pay a fee for the use of Town facilities.

A. General Application and Fee Information

- a. The base fee is for a four-hour (consecutive) period. Additional hours will be charged at \$50 per hour in addition to the base fee and must be reserved in advance.
- b. The four-hour base fee does not apply to recurring events coordinated with the Town.
- c. Town non-profits are not required to pay any fee for use of Town facilities, though a completed Facility Use Request Form, submitted to Town Hall, will be required to rent any facility.
- d. Town Hall is only available for use by Town based users including residents, businesses, HOAs and community organizations on non-holiday weekdays, and no fees will be assessed, unless staff support is needed. Labor costs will be calculated at \$25 per hour.
- e. The Facility Use Request Form, which includes a Hold Harmless Agreement, must be signed and returned along with the required fee(s) to Town Hall or mailed to P.O. Box 195, Occoquan, VA 22125.
- f. The Occoquan Town government will operate Monday through Friday, 9:00 a.m. to 4:00 p.m. (except on holidays) regardless of any meetings or events scheduled in Town Hall.

B. Recurring Event Information

- a. Any event planned to occur at a River Mill Park at least 4 or more times in a calendar year is eligible to be categorized as a recurring event by the Events Director.
- b. Any recurring event must also complete a Special Event Application and pay the applicable fee.
- c. To learn more about and book a recurring event in in River Mill Park, please contact the Town's Events Director at jlittle@occoquanva.gov.
- d. Multiple recurring events hosted by the same applicant or their designee cannot occur on the same day.
- e. Recurring events include, but are not limited to, such serialized events as classes, instructional series, regular meetings, dinner series, etc.
- f. Recurring events can be no longer than 2 hours in duration. Additional hours will be charged at \$50 per hour in addition to the base fee and must

be reserved in advance.

C. For-Profit Competitive Events

- a. Any competitive event that charges an entry fee for participants and meets the following conditions is a for profit competitive event and requires a Special Event Application. Such events must follow the below conditions:
 - a. Take place in River Mill Park
 - b. Allow the public to watch
 - c. Use an area no larger than one half of the park
 - d. Last no more than 4 hours (including setup and breakdown)
- b. The fee for such events is the lesser of (a) the River Mill Park base fee, or (b) 50% of the gross proceeds received by the organizer of the event (not to go below the minimum of \$100), plus the fee for a Special Event Application.
- c. To rent the park for such an event, the organizer must:
 - a. Complete a Special Event Application and pay the applicable fee as well as complete a Facility Use Request Form and pay the applicable River Mill Park base fee to the Town of Occoquan in advance.
 - b. If they wish, within 7 business days of the completion of the event, the organizer may submit documentation satisfactory to the Town identifying the gross proceeds, certifying to the accuracy of the information, and requesting a refund of the difference between the River Mill Park base fee and 50% of the gross proceeds. Sponsorships or other cash support that defrays the cost of the event (e.g. a prize sponsor) shall count as gross proceeds to the extent it exceeds the cost of any specific item sponsored.

III. GENERAL RULES

- A. Park facilities **will not be closed** to the general public for exclusive use.
- B. Town of Occoquan scheduled events will take precedence over non-Town events. Other events may be scheduled on a first come, first served basis.
- C. Facility use hours are consecutive and must include time for delivery of supplies, set-up, take-down and clean-up.

- D. User/Applicant and all facility users shall comply with the terms and conditions of the use form, all facility policies and procedures, and Town, State and Federal codes and ordinances.
- E. Users are responsible for all set-up and clean-up associated with the events.
- F. To reserve parks and/or facilities for special events and uses, a Facility Use Request Form must be completed and submitted to the Town of Occoquan. Fees are due at time of application.
- G. The Town of Occoquan reserves the right to cancel an event in the case of damage or disrepair of facilities or similar circumstances affecting the safety of the facility or safety of the public.

IV. USE GUIDELINES

A. Prohibited Uses and Activities

- a. The following uses are prohibited without an approved Special Event permit:
 - i. The sale of food, beverages or other goods
 - ii. The collection of fees or monetary contributions
 - iii. Any loud sounds such as from concerts or fireworks
 - iv. Marketing toward and including the general public
- b. Possession or consumption of alcoholic beverages, except in designated areas when administered by the Town of Occoquan or in conjunction with an approved special event permit with the appropriate Virginia ABC license/permit as required.
- c. The use of glue, nails, tacks, screws, staples or other fasteners that may scratch or damage surfaces of Town facilities and equipment is prohibited.
- d. All dogs must be kept on leash and pet waste must be picked up immediately and disposed of properly.
- e. Except for leashed dogs or as may be required by law, animals are not permitted in Town parks or on government facility grounds.
- f. No grilling or fires are permitted within Town parks or facilities.
- g. No motorized vehicles or devices are permitted within Town parks or

facilities, with the exception of mobility assistance devices, such as motorized wheelchairs.

- h. Biking, skateboards, rollerblades or any type of rolling vehicles or devices (except wheelchairs) are prohibited within Town parks and facilities.
- i. Do not alter, remove, rearrange or destroy plantings on Town property.
- j. Littering is prohibited; please use proper receptacles to dispose of trash and debris while in Town.
- k. The throwing, discharging, releasing or placing any material or substance into the river is strictly prohibited by law.
- l. Do not throw rice; bird seed is permitted. Any non-biodegradable materials, including but not limited to confetti or fake flower petals, are not permitted.

B. River Mill Park

In addition to the prohibited uses and activities listed under Section 4 (A), the following regulations apply to River Mill Park.

- a. General Rules
 - i. Park is open daily from dawn to dusk.
 - ii. Fishing is prohibited from anywhere inside the park.
 - iii. Standing and climbing on railings and fencing is strictly prohibited.
 - iv. Trespassing onto Fairfax Water property beyond the bounds of the park is strictly prohibited.
 - v. Equipment must be secured through the use of weights; the use of stakes or other in-ground measures is prohibited. This includes the use of signage or other materials that penetrate the ground.
 - vi. Glass containers are not permitted in the park.
 - vii. No person is allowed to bathe, swim, wade, or boat in any body of water in or adjacent to the park, including the Occoquan River.
 - viii. No motorized vehicles are permitted except as required by law.
 - ix. No non-motorized or wheeled vehicles are allowed except for

mobility assistance devices for the disabled. This prohibition applies to skateboards, rollerblades, roller skates, and bicycles.

- x. No loud sounds such as from concerts or fireworks are permitted without an approved Special Event Application.
- xi. All decorations used on the Town's "LOVE SIGN" must be removed promptly. Do not use glue, nails, tacks, screws, staples or other fasteners that may scratch or damage the sign.

b. Event Regulations

- i. Requests to utilize River Mill Park must be submitted to Town Hall at least 30 days in advance of the event, unless otherwise waived by the Events Director
- ii. Users are responsible for all set-up and clean-up associated with the event.

C. Mamie Davis Park

In addition to the prohibited uses and activities listed under Section 3 (A), the following regulations apply to Mamie Davis Park.

a. General Rules

- i. Dogs are not permitted within the park, except service animals.
- ii. Fishing is not permitted from the Town dock or boardwalk.

b. Event Regulations

- i. The use of nails, tacks, push pins, glue, etc. is strictly prohibited on the gazebo; tape may be used to affix decorations to the gazebo.
- ii. Tents are not permitted.
- iii. Chairs are prohibited, except for use by the elderly or disabled.

D. Town Hall

In addition to the prohibited uses and activities listed under Section 3 (A), the following regulations apply to Town Hall.

a. General Rules

- i. Town Hall is only available for use by Town based users, including

residents, businesses, local HOAs and community organizations, for meetings and small business gatherings.

- ii. Dogs are not permitted within the building, except service animals. Dogs are permitted on the grounds; however, all dogs must be kept onleash and pet waste must be picked up immediately and properly disposed.

b. Event Regulations

- i. The entire facility must be cleaned up following the event.
- ii. Any decorations must be affixed with tape. The use of nails, staples, tacks, push pins, glue, etc. is strictly prohibited.
- iii. Any items rearranged within the building for the event must be placed back in their original position. All tape, decorations, trash and materials generated by the event must be removed and properly disposed following the event.
- iv. The dais and AV equipment located inside the main area of Town Hall is not available for use during rentals, unless staff support is hired to operate them.

V. INCLEMENT WEATHER, RAIN DATES, AND CANCELLATIONS

- A. The Town will make every effort to honor rain date requests, within the following guidelines:
- B. All rain date requests will be considered, but rain dates are not guaranteed.
- C. Rain dates cannot conflict with existing Town events. Existing or annual special events take precedent over new special events.
- D. If a rain date or venue is unavailable, an alternative rain date or location will be suggested by the Events Director.
- E. Weather cancellations may be made by the event organizer twenty-four (24) hours prior to the start of the special event. If 24-hour advance notice is given, facility fees will be refunded.
- F. At any point prior to the facility use, the Town reserves the right to cancel the event should it deem future weather conditions will threaten public health, safety and welfare and/or Town employees. All severe weather alerts will be followed. Should the Town cancel an event due to weather, no fees will be

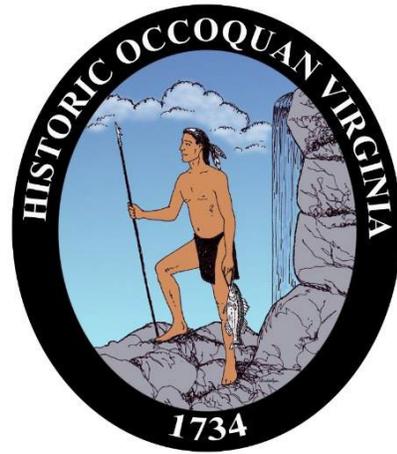
charged and an alternative date will be arranged, if possible.

VI. IMPORTANT CONTACT INFORMATION

To check availability, contact Town Hall at (703) 491-1918, e-mail townclerk@occoquanva.gov or stop by Town Hall, 314 Mill Street, Occoquan, VA 22125, Monday - Friday, 9 a.m. - 4 p.m.

- A. The Police Department is located at 124 Commerce Street, Occoquan, VA 22125. The office is not staffed 24/7; in case of an emergency, dial 9-1-1.
- B. Town Police Phone: (571) 492-7274
- C. In an Emergency: Dial 9-1-1

DRAFT



TOWN OF OCCOQUAN SPECIAL EVENT POLICY AND GUIDELINES

**Updated July 7, 2020
Updated December 6, 2022**

Occoquan Town Hall
314 Mill Street | PO Box 195
Occoquan, VA 22125

www.occoquanva.gov
info@occoquanva.gov | (703) 491-1918

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TOWN OF OCCOQUAN

SPECIAL EVENTS POLICY AND GUIDELINES

I. PURPOSE AND POLICY

The purpose of this Special Event Application and Policy is to outline the Town of Occoquan, Virginia's ("Town") policy, process and rules governing special events not specifically developed by the Events Director and Events Committee that occur on the public streets and/or public property of the Town where the public is invited.

The policy of the Town of Occoquan is to encourage and accommodate special events held within the Town as they enhance the quality of life for Town residents and encourage tourism and commerce by attracting visitors to Town.

Individual Town parks and Town venues may have site-specific rules, regulations, and fees (see [Facility Use Policy and Guidelines](#)) that are to be read and applied in concert with this special event policy. This policy is to be implemented by the Town's Events and Community Development Director or their designee.

II. DEFINITIONS

Event Organizer means the person, business, or organization responsible for the special event.

Special Event means any event not solely sponsored by the Town or Occoquan Business Partners, where Town streets, sidewalks, parks or other public areas will be utilized and where members of the public are invited. The Town requires a Special Event Permit under the following conditions:

1. any loud sounds such as from concerts or fireworks,
2. any sale or consumption of alcohol,
3. any event marketed towards and including the general public,
4. and/or any event collecting fees or monetary contributions.

Examples of special events include but are not limited to: foot races, bike races, demonstrations/protests, parades/marches, festivals, concert series, celebrations, tours, car shows, street dances, fundraisers, classes, etc. These special events may or may not be in-part sponsored by the Town.

III. APPLICATION SUBMITTAL PROCESS

- A. Applicants requesting a Special Event permit are required to submit a Special Event Application. All applicants must pay a **non-refundable \$25 application fee**. A recurring special event is considered one special event for application purposes.
- B. Any applicant seeking to use a Town property (Mamie Davis Park, River Mill Park, or Town Hall) for their special event will need to fill out a Facility Use Request Form as well.
- C. Town-sponsored and Occoquan Business Partners-sponsored events shall have priority of use of the particular location/venue for the dates those events are scheduled, and those locations/venues shall be considered reserved for those days and times.
- D. All applications must contain the name of the event, name(s) and contact information of the event organizer (present at all times during the event), audience, activity, goals, date, time, duration (start time and end time), purpose of event, requested location/venue, estimated number of persons attending, (including the maximum expected at any one time), and whether event is being advertised and through what medium.
- E. Applicant(s) or designee are responsible for providing a specific and accurate representation of the special event to allow the Town to identify the level of services required to ensure a safe and successful event including, but not limited to: Police, Public Works, and Events staff.
 - a. Additional Town Services may include:
 - i. Occoquan Police Department for security and traffic control
 - ii. Electric power usage
 - iii. Water usage
 - iv. Facility rental
 - b. If the special event requires additional town services that are deemed unreasonable or are unavailable, the event may be denied.
- F. All special event signage must conform to the Architectural Review Board's (ARB) guidelines on color, location, size, and material of signage within the historic district. Suggested signage must be submitted for approval **no later than 2 weeks prior to the event**. Temporary banner colors are limited to four per banner, including black and white. ARB Exterior Elevation guidelines can be found here: <https://www.occoquanva.gov/architectural-review-board/>.
- G. Depending on the venue and event, applicants may need to submit a current

General Liability Certificate of Insurance insuring the event organizer, and with the Town, as an additional insured in the minimum amount of \$1,000,000. If alcohol service is approved, the event organizer shall provide proof of liquor liability insurance naming the Town as an additional insured.

- H. Completed applications must be received by the Events Director for review and processing no more than 12 months and **no less than 30 days prior to the date of the proposed event**. Applications should be sent via email to: townclerks@occoquanva.gov.

IV. ACTION ON APPLICATIONS

- A. Completed applications will be accepted on a first-come, first-served basis for the location(s) and date(s) requested and will be processed in the order received. A completed application will be processed and either granted or denied within a reasonable time of receipt, but not more than 30 days after receipt of a completed application. A decision will be sent to the event organizer in writing, and will contain the conditions, if granted, or the reasons for denial.
- B. Considerations for approval:
- a. The proposed special event does not present an unreasonable safety or health risk to participants, spectators or the public, or an environmental hazard;
 - b. The time, duration, route and size of the special event will not unreasonably interrupt the safe and orderly movement of vehicular or pedestrian traffic or the normal use of public property in a place open to the general public;
 - c. The special event will not unduly interfere with the proper fire and police protection of, or ambulance service to, the remainder of the Town, or unreasonably disrupt other public services and protection normally provided to the Town;
 - d. The event organizer has provided staffing or made a request for additional town services sufficient to control the orderly conduct of the special event (roughly 1 volunteer per 20-30 guests);
 - e. Town resources necessary to support the special event are reasonably available;

- f. The special event will not interfere with another previously scheduled special event;
 - g. If necessary, the event organizer has provided proof of liability insurance underwritten by insurers acceptable to the Town, indemnifying the event organizer and naming the Town as an additional insured; and
 - h. The special event will conform with all applicable town and state regulations and laws governing the proposed event as set forth in this special event policy.
- C. The Events Director may deny a request if:
- a. An event organizer fails to submit an application **at least 30 days prior to the special event**;
 - b. The application is late or incomplete;
 - c. The application contains intentional falsehoods;
 - d. The special event fails to meet the criteria for approval listed above;
 - e. An event organizer is not in good standing with the Town in regards to outstanding fees, taxes or other obligations, including, but not limited to parking tickets;
 - f. The event organizer has damaged Town property and has not paid for the damage;
 - g. Inadequate staffing which threatens the public health, safety and welfare;
 - h. Anticipated attendance levels exceed the capacity or occupancy limitations for the location or venue requested; or
 - i. There is a conflicting special event and the alternative location, route, date, and/or duration is not acceptable to the event organizer.
- D. The Events Director may approve an application with conditions imposing reasonable requirements concerning the time, place or manner of holding the special event as necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous,

unlawful or impermissible uses, protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the venue, provided that such requirements will not be imposed in a manner that will unreasonably restrict expressive or other activity protected by the Virginia or United States Constitutions.

- E. Nothing herein shall permit the Events Director to condition or deny an application based upon political, social or religious grounds or reasons or based upon the content of the views expressed in the application or elsewhere.
- F. When the grounds for an anticipated denial of an application can be corrected by altering the date, time, duration, route or location of the special event, the Events Director may conditionally approve the application, subject to the event organizer's acceptance of such conditions. Any conditions imposed shall provide only for such modification of the event organizer's proposal as may be necessary to achieve compliance with this section.
- G. The Events Director will commence review of all applications within **10 business days** of receiving a completed application. A decision will occur within **30 days** of receipt of the completed application.

V. RAIN DATES OR ALTERNATE DATES

The Events Director will make every effort to honor rain date requests, within the following guidelines:

- A. It is recommended that a rain date be requested on the application.
- B. All rain date requests will be considered, but rain dates are not guaranteed. Rain dates cannot conflict with existing Town events. Existing or annual special events take precedent over new special events.
- C. If a rain date or venue is unavailable, an alternative rain date or location will be suggested by the Events Director.

VI. CANCELLATIONS

- A. Weather cancellations may be made by the event organizer twenty-four (24) hours prior to the start of the special event. If 24-hour advance notice is given, facility use fees will be refunded.
- B. At any point prior to a special event, the Events Director reserves the right to cancel the special event should the Events Director deem future weather

conditions will threaten public health, safety and welfare and/or Town employees. All severe weather alerts will be followed. Should the Events Director cancel an event due to weather, no fees will be charged and an alternative date will be arranged, if possible.

- C. At any point prior to a special event, the Events Director reserves the right to cancel the event should the Director reasonably believe the special event will threaten public health, safety and welfare and/or Town employees.
- D. If an event organizer desires to amend their original application when applying for a new date after a cancellation, a written request must be submitted to the Events Director thirty (30) days prior to the new special event date.

VII. RULES REGARDING ALL SPECIAL EVENTS

- A. No itinerant vendor shall conduct business within the confines of a special event or within a Town park without submitting itinerant vendor fees to Town Hall before the event or requesting the fees be waived by Town Council. This does not apply to Town-sponsored itinerant vendor events.
- B. If not in compliance with this special event policy, the Police Department and/or Events Director have the right to terminate the gathering or revoke permission.
- C. The presence of animals at special events will be evaluated on a case by case basis and in accordance with the Town Code.
- D. Participants shall not interfere, impede or block the flow of pedestrian or vehicular traffic or interfere, impede or block entrance to public buildings.
- E. No participants shall violate the Town's noise ordinance. See Town Code, Title IX, § 92.02.
- F. The Events Director may designate separate locations for separate special events based upon the event size, requested location, and availability.
- G. Police officers are permitted to separate special events when two or more antagonistic or counter groups plan to gather at the same time and/or location in order to protect the safety of the participants and the public.
- H. All event organizers are responsible for the payment of all necessary fees and obtaining permits relating to food and beverage service, signage, tent erection, fire codes, business licenses, itinerant vendor fees, the collection of local and

state taxes, and the payment of any delinquent fines or fees owed to the Town.

- I. If a special event is held without submitting an application and obtaining permission, the event organizer will be responsible for all appropriate fees incurred by the Town, and use of its services. Exceptions include funeral processions, government activities, and spontaneous gatherings, which are defined as having no organizer.
- J. Participants shall not trespass on private property.
- K. Participants shall not engage in disorderly conduct. See Town Code, Title XIII, § 135.10 as amended.
- L. Participants shall not create an unlawful assembly or riot. See Town Code, Title XIII, § 135.20 as amended.
- M. If the Events Director has reasonable and credible information that an organizer intends to incite imminent violence during a special event or small or spontaneous gathering, the Events Director has the right to deny the application or terminate the special event.
- N. Any application may be denied or the event may be terminated if there exists an imminent threat of any civil commotion or disturbance in the nature of a riot which constitutes a clear and present danger.
- O. The organizer of a special event may appeal the decision of any denied application within seven (7) business days of being informed of the decision.
- P. The following activities and items are prohibited during all special events and any violation may result in the immediate termination of the special event:
 - a. Glass bottles, jars, or glass containers of any kind in Town parks;
 - b. Alcohol is prohibited unless event sponsor has an approved ABC license for the special event;
 - c. Carrying or discharging of weapons, explosive or inflammable substances;
 - d. Carrying bricks, stones, rocks, pieces of asphalt and/or concrete;
 - e. Open flame burning. "Open flame" means fire whose flame is supported by a wick, oil or other slow-burning means to sustain itself. "Open flame" includes, but is not limited to, flame producing devices such as candles, torches, and juggling or other fire artist equipment; provided, however, that "open burning and open fire" and "open flame" shall not include handheld candles when used for ceremonial purposes, provided that they are not held or used in an intimidating,

- threatening, dangerous or harmful manner.
- f. Staking signs or posts in grounds without pre-approval from the Town. Staking anything (signs, tents, etc) in River Mill Park is prohibited;
 - g. No walkways, park stage or Town buildings may be chalked or painted;
 - h. Nothing may be left behind; facilities must be left in the same or better condition than prior to the event.

VIII. RIVER MILL PARK GUIDELINES

A. Park Rules

- a. Park is open daily from dawn to dusk.
- b. Fishing is prohibited from anywhere inside the park.
- c. Standing and climbing on railings and fencing is strictly prohibited.
- d. Trespassing onto Fairfax Water property beyond the bounds of the park is strictly prohibited.
- e. Equipment must be secured through the use of weights; the use of stakes or other in-ground measures is prohibited. This includes the use of signage or other materials that penetrate the ground.
- f. Glass containers are not permitted in the park.
- g. No person is allowed to bathe, swim, wade, or boat in any body of water in or adjacent to the park, including the Occoquan River.
- h. No motorized vehicles are permitted except as required by law.
- i. No non-motorized or wheeled vehicles are allowed except for mobility assistance devices for the disabled. This prohibition applies to skateboards, rollerblades, roller skates, and bicycles.
- j. No loud sounds such as from concerts or fireworks are permitted without an approved Special Event Application.
- k. All decorations used on the Town's "LOVE SIGN" must be removed promptly. Do not use glue, nails, tacks, screws, staples or other fasteners that may scratch or damage the sign.

B. Town Events

- a. The Town's workhorse vehicle can be used to move performer's equipment. Only town employees may drive the vehicle. All equipment must be properly secured by the performer; town staff not responsible for loading/unloading equipment.
- b. Performer is responsible for set up and cleanup of stage area.
- c. A town employee must be present at Town events. Volunteers may also be used to support the event.

C. Emergency Shelter

- a. The Town of Occoquan does not have specific emergency shelter facilities. Town Hall, 314 Mill Street, may be used for sheltering in place, but may not have the capacity to shelter all persons that would need shelter. In the event inclement weather necessitates an evacuation of the park, all participants will be directed to seek shelter in a building that is open, or their own vehicles. Communications will be by word of mouth, and general announcement if a sound system is functioning. All visitor's and participants are also asked to use their own judgment as it pertains to their personal safety.
- b. On-site staff will monitor weather forecasts and provide information as available.

D. Electrical and Specifications

- a. Two sets of four outlets at River Mill Park, for a total of 8. Each box of 4 is on its own breaker. 40 amps total. The event pavilion stage space measures 30' x 45.'

IX. ENFORCEMENT

- A. Any person or group violating this Special Events policy is subject to penalty listed in the Town Code, Title XIII, § 135.99 or § 131.99 as amended.

X. IMPORTANT CONTACT INFORMATION

- A. To check availability, contact Town Hall at (703) 491-1918, e-mail townclerk@occoquanva.gov or stop by Town Hall at 314 Mill Street, Occoquan, VA 22125, Monday - Friday, 9 a.m. - 4 p.m.
- B. For specific events questions or on-the-day issues contact Julie Little, Events Director at jlittle@occoquanva.gov or call 703-491-2168.
- C. The Police Department is located at 124 Commerce Street, Occoquan, VA 22125. The office is not staffed 24/7; in case of an emergency, dial 9-1-1.
 - a. Town Police Phone: (571) 492-7274
 - b. In an Emergency: Dial 9-1-1