CITY OF MANASSAS PARK
City Hall • One Park Center Court • Manassas Park, Virginia 20111-2395
(703) 335-8800 • Fax (703) 335-0053
www.cityofmanassaspark.us

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Alanna Mensing
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Laura Hampton
Darryl Moore
Yesy Amaya

City Manager:
Laszlo A. Palko

City Clerk:
Lana A. Conner

City Attorney:
Dean Crowhurst

MANASSAS PARK GOVERNING BODY
Agenda for September 7, 2021 7:00PM
Council Chambers

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CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Community Development AGENDA ITEM 3a(1)

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: **Public Hearing** - Zoning Ordinance Text Amendment, ZOTA #21-02, Commercial Vehicle Parking in Residential and Agricultural Districts

BACKGROUND: The proposed Zoning Ordinance text amendment (Attachment 1) is a companion document to the City Code amendment to Sec. 24-51 (Attachment 2- to be brought forward to the Governing Body for further review and approval at a later meeting date) that prohibits on-street parking of commercial vehicles and certain noncommercial vehicles in residential zones between 8 pm and 8 am. This amendment would allow each residential dwelling unit no more than two (2) commercial or similar vehicles to be parked either in a driveway or a designated off-street parking area. The types of vehicles permitted to park off-street in residential areas would be the following:

- A commercial vehicle with a weight of less than 9,000 pounds;
- A large noncommercial vehicle with a weight of less than 15,000 pounds;
- A recreational vehicle with a weight of less than 15,000 pounds;
- A watercraft with a weight of less than 15,000 pounds; and
- A semitrailer or a trailer.

The vehicles listed above are all specifically defined under the companion City Code amendment to Sec. 24-51, and the same definitions are used in the proposed Zoning Ordinance text amendment by reference. To visualize the cited weight limitations, the Federal Highway Administration's vehicle weight classification chart is provided as Attachment 3.

The amendment makes changes to the accessory use provisions in the R-1, R-2, PUD Residential, and MU-D zoning districts and to Sec. 31-32, Accessory uses and structures, of Article VI, Supplementary regulations, of the Zoning Ordinance. The proposed amendment allows up to two (2) of the vehicles listed above as an accessory use to a dwelling unit, and it requires these vehicles to be parked on a paved surface. Furthermore, such vehicles cannot be used for living, cooking, sleeping or other occupancy when parked or stored within any zoning district. Note that vehicles parked in a completely enclosed structure are excluded from these provisions.

Modifications are also proposed in the A-1, Agricultural district, regarding permitted accessory vehicles. Storage of a boat less than thirty-two (32) feet in length, a farm tractor, a farm utility vehicle, a semitrailer, or a trailer would be permitted in the A-1 district, except in the front yard. The terms of 'farm tractor" and "farm utility vehicle" are being added to the definitions section of the Zoning Ordinance, Sec. 31-6. The proposed text makes a clear distinction between permitted accessory vehicles in residentially and agriculturally zoned properties. Commercial vehicles, as defined, would not be permitted to be stored on property zoned A-1. Only four properties in the City are zoned A-1. Three of them are vacant and the other one is the VRE surface parking lot.

This amendment deletes the existing provisions regarding recreational vehicles and equipment, which includes boats, horse vans, trailers, travel trailers, and similar vehicles. Currently, the Zoning Ordinance allows flexibility regarding the parking of these vehicles. They can be parked on an unpaved area in the rear and side yard, and under certain circumstances in the front yard. Please note that even if the proposed amendment is adopted, there will still be certain recreational vehicles currently stored in the City that will be deemed legally nonconforming (and thus "grandfathered"). Assuming the vehicle is not considered inoperable, the recreational vehicle

currently stored on residential property in the rear or side yard would be considered a legally nonconforming use. As such, it would be legal and would be permitted to stay in its current location. Staff has observed a few boats and recreational vehicles currently stored on the grass within a side yard. If these vehicles remain in place, it would not be a zoning violation, and staff would not have the authority to seek removal or relocation of these nonconforming vehicles.

On Wednesday, August 11, 2021, the Planning Commission recommended to the Governing Body approval of Zoning Ordinance Text Amendment, ZOTA #21-02, Commercial Vehicle Parking in Residential and Agricultural Districts, as written.

STAFF RECOMMENDATION: Staff recommends that the Governing Body approve Zoning Ordinance Text Amendment, ZOTA #21-02, Commercial Vehicle Parking in Residential and Agricultural Districts, as recommended by the Planning Commission.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1) Ordinance for ZOTA #21-02, Commercial Vehicle Parking in Residential and Agricultural Districts
2) City Code Amendment to Sect. 24-51 to Restrict the Parking of Commercial and Certain Noncommercial Vehicles in Residential Zones
3) Federal Highway Administration's Vehicle Weight Classification

ORDINANCE NO. _____

CITY OF MANASSAS PARK

Motion: _____ Second: _____

Date: September ___, 2021

AN ORDINANCE TO AMEND SECTION 31-6, DEFINITONS, OF ARTICLE II, RULES OF CONSTRUCTION AND DEFINITIONS; SECTION 31-14, A-1 AGRICULTURAL DISTRICT, SECTION 31-15, R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, SECTION 31-16, R-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT, MU-D DOWNTOWN MIXED-USE DISTRICT, OF ARTICLE IV, DISTRICT REGULATIONS; AND SECTION 31-32, ACCESSORY USES AND STRUCTURES, OF ARTICLE VI, SUPPLEMENTARY REGULATIONS, OF CHAPTER 31, ZONING, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA, TO DEFINE COMMERICAL VEHICLES, LARGE NONCOMMERCIAL VEHICLES, RECREATIONAL VEHICLES, SEMITRAILERS, TRAILERS, AND WATERCRAFT, AND TO RESTRICT PARKING OF THE SAME, AS WELL AS SCHOOL BUSES, IN RESDENTIAL AND AGRICULTURAL DISTRICTS, DURING CERTAIN HOURS

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BE IT ORDAINED by the Governing Body of the City of Manassas Park, Virginia, that:

1. Section 31-6, Definitions, of Article II, Rules of Construction and Definitions, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to add new terms in alphabetical order and modify existing definitions as follows:

"Section 31-6, Definitions

* * * * *

Commercial vehicle: As defined in subsection 24-51(e).

Farm tractor: Any motor vehicle designed and used as a farm, agricultural, or horticultural implement for drawing plows, mowing machines, and other farm, agricultural, or horticultural machinery and implements, including self-propelled mowers designed and used for mowing lawns.

Farm utility vehicle: Any vehicle that is powered by a motor and is designed for off-road use and is used as a farm, agricultural, or horticultural service vehicle, generally having four or more wheels, bench seating for the operator and a passenger, a steering wheel for control, and a cargo bed. "Farm utility vehicle" does not include pickup or panel trucks, golf carts, low-speed vehicles, or riding lawn mowers.

Garage, private: An accessory building designed or used for storage purposes only by the occupants of the building to which it is accessory and having a capacity of not more than four (4) motor vehicles~~automobiles. Space therein may be used for not more than one (1) commercial vehicle of not more than two (2) tons capacity~~. See Illustration 1 at end of this section.

Large noncommercial vehicle: As defined in subsection 24-51(e).

Recreational vehicle: As defined in subsection 24-51(e).

Permitted Vehicle: As defined in subsection 24-51(e).

Semitrailer: As defined in subsection 24-51(e).

Trailer: As defined in subsection 24-51(e).

Watercraft: As defined in subsection 24-51(e).

Weight, vehicle: The same meaning as "weight", defined in subsection 24-51(e)."

2. Section 31-14, A-1 Agricultural District., of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to modify paragraph (c)(8) as follows:

"(c) *Permitted accessory uses:* Accessory uses customarily incidental to a permitted principal or conditional use on the same lot therewith, including:

* * * * *

(8) Storage of a boat less than thirty-two (32) feet in length, a farm tractor, a farm utility vehicle, a semitrailer, ~~boat trailer, or unoccupied travel~~ or a trailer (not a mobile home), ~~or a boat less than thirty-two (32) feet in length~~, but not in the front yard. (See article VI for supplementary regulations.)"

3. Section 31-15, R-1 Single Family Residential District, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to modify paragraphs (c)(5) and (c)(9) as follows:

"(c) *Permitted accessory uses:* Accessory uses customarily incidental to a permitted principal or conditional use on the same lot therewith, including:

* * * * *

(5) Permitted vehicles, as limited by subsection 31-32(b).~~Storage of a boat trailer, an unoccupied travel trailer (not mobile home) or a boat less than thirty-two (32) feet in length, but not in a front yard. (See article VI for supplementary regulations.)~~

* * * * *

(9) Accessory off-street parking and loading spaces. ~~Open or enclosed space for parking one (1) commercial vehicle (truck or bus) of not more than one (1) ton capacity and used by the occupant of the dwelling shall be permitted as accessory~~."

4. Section 31-16, R-2 Multiple-Family Residential District, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to modify subsection (c) as follows:

"(c) *Permitted accessory uses:* Accessory uses customarily incidental to a permitted principal or conditional use on the same lot therewith, including:

* * * * *

(4) Permitted vehicles, as limited by subsection 31-32(b).~~Storage of a boat trailer, boat, or an unoccupied travel trailer in a special section of the required parking lot only.~~

5. Section 31-17.A, MU-D Downtown mixed-use district, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to modify subsection (c) as follows:

"(c) *Permitted accessory uses*: Accessory uses customarily incidental to a permitted use on the same lot, including permitted vehicles, as limited by subsection 31-32(b).

6. Section 31-32, Accessory uses and structures, of Article VI, Supplementary Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to delete subsection (b) and replace it with the following:

"(b) *Permitted vehicles*:

(1) Unless stored in a completely enclosed structure, no more than two (2) permitted vehicles, which includes the one (1) commercial vehicle permitted with a home occupation, shall be permitted as an accessory use to any residential dwelling. Any such permitted vehicles must be parked off-street either on a driveway or other designated parking area, in accordance with section 31-27 and subject to the limitations of ~~subsectionp~~ 31-~~30(d)(6).~~27(b)

(2) No permitted vehicle shall be used for living, cooking, sleeping or other occupancy when parked or stored within any zoning district, unless permitted as a temporary use pursuant to section 31-56.

~~(b) *Major recreational equipment:* The use and storage of major recreational equipment, including but not limited to, boats, boat trailers, camping trailers, travel trailers, motorized dwellings, tent trailers, houseboats, horse vans, and utility trailers, shall be subject to the following limitations:~~

~~(1) Such equipment shall not be used for living, sleeping, or other occupancy when parked, or stored on a residential lot, or in any other location not approved for such use.~~

~~(2) Such equipment not parked or stored in a garage, carport, or other structure may be parked as follows:~~

~~a. Outside parking in the side yard or the rear yard; or~~
~~b. Outside parking in the front yard, provided:~~
~~1. Space is not available or there is no reasonable access to either the side yard or rear yard; a fence is not necessarily deemed to prevent reasonable access;~~
~~2. The unit is parked perpendicular to the front curb;~~
~~3. The recreational vehicle is at least ten (10) feet from the face of the curb;~~
~~4. No part of the recreational vehicle extends over a public sidewalk, easement, or street right-of-way~~
~~5. Shall be located at least three (3) feet from all building doors;~~
~~6. Shall not restrict emergency access operations; an~~
~~7. Shall be operable and movable at all times~~

~~c. Outside parking on the street provided:~~

~~1. Space is not available or there is no reasonable access to either the side or front yard; a fence is not necessarily deemed to prevent reasonable access;~~
~~2. The unit is parked parallel to the front curb;~~
~~3. The recreational vehicle extends no more than seven (7) feet from the face of the curb;~~
~~4. No part of the unit extends over the side lot line, and into the adjacent property owner's yard;~~
~~5. The unit complies with the requirements of the city traffic code; and~~
~~6. The unit is operable and movable at all times.~~

~~(3) Parking is permitted only if the unit, while parked in accordance with the requirements of subsection (2), is:~~

~~a. Not used for dwelling purposes. Cooking is not permitted in the recreational vehicle at any time. Butane or propane fuel shall not be used;~~

~~b. Not connected to sewer, water, or electrical lines;~~

~~c. Not used for storage of goods, materials, or equipment other than those items considered to be a part of the recreational vehicle or essential for its immediate use~~

~~d. Displays current Virginia license plates and city sticker.~~

~~(4) Notwithstanding the provisions of subsections (2) and (3) above, a unit may be parked on the premises during active loading or unloading for a maximum of forty-eight (48) hours and use of electricity, propane fuel and water is permitted when necessary to prepare a recreational vehicle for use.~~

~~(5) Any recreational vehicle owner who cannot comply with the above requirements may make an appeal to the board of zoning appeals.~~

~~a. Any recreational vehicle owner who is aggrieved by the decision of the zoning administrator or his designee may make a subsequent appeal to the board of zoning appeals for a variance.~~"

7. All sections of the Code of the City of Manassas Park, Virginia that are inconsistent or in conflict with this Ordinance are hereby repealed.

8. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

9. This Ordinance shall be effective upon its adoption.

Approved:

_____
Jeanette Rishell, Mayor

_____
Lana A. Conner, City Clerk

AYES:
NAYS:
ABSENT:
ABSTAIN:

ORDINANCE _____

CITY OF MANASSAS PARK

Motion: _____ Second: _____

Date: September ___, 2021

AN ORDINANCE TO REPLACE SECTION 24-51, PARKING OF MOTOR TRUCKS PROHIBITED (EXCLUDING RECREATIONAL VEHICLES); EXCEPTION, OF ARTICLE III, PARKING, OF CHAPTER 24, TRAFFIC CODE, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA, WITH A NEW SECTION 24-51 TO RESTRICT THE PARKING OF COMMERCIAL AND CERTAIN NONCOMMERCIAL VEHICLES IN RESIDENTIAL ZONES

BE IT ORDAINED by the Governing Body of the City of Manassas Park, Virginia, that:

1. Section 24-51, Parking of motor trucks prohibited (excluding recreational vehicles); exception, of Article III, Parking, of Chapter 24, Traffic Code, of the Code of the City of Manassas Park, Virginia, is hereby deleted in its entirety and replaced by a new Section 24-51, to read as follows:

"**Sec. 24-51. Parking of commercial vehicles and certain noncommercial vehicles restricted in residential zones.**

(a) Commercial vehicles, recreational vehicles, semitrailers, trailers, watercraft, and large noncommercial vehicles may only park in a residential zone during weekday daylight hours, except as provided in subsection (c) below.

(b) School buses may be parked in residential zones only during city school hours.

(c) (1) For any parcel or lot within a residential zone that has dedicated off-street parking in either a driveway or other designated area, no more than two (2) permitted vehicles may be parked onsite for each legal dwelling unit thereon.

(2) For any parcel or lot within a residential zone that does not have dedicated off-street parking in either a driveway or other designated area, the city manager may, upon written request of the property owner or the tenant of a legal dwelling unit thereon, and after taking into consideration the availability of on-street parking near the subject property outside weekday daylight hours, grant an exemption to the provisions of this section. If granted, such exemption will be in writing and will permit no more than two (2) permitted vehicles to be parked on the street along the frontage of the subject property outside weekday daylight hours, provided:

a. Each such permitted vehicle must comply with the weight standards set forth in this subsection and any other requirements of law;

b. Each such permitted vehicle must comply with any permit conditions imposed by the city manager; and

c. An exemption permit issued by the city must be displayed in plain sight on or in each such permitted vehicle, as required under the terms of the exemption.

(d) This section does not apply to commercial vehicles picking up or discharging passengers or merchandise in the performance of work or service in a residential zone.

(e) For the purpose of this section the following definitions apply:

Commercial vehicle:

- Any solid waste collection vehicle, tractor truck or tractor truck/semi-trailer or tractor truck/trailer combination, or
- Any dump truck or concrete mixer truck, or any tow truck with a registered gross weight of 9,000 pounds or more, or
- Any other heavy construction equipment, cranes, well digging apparatus or any other heavy equipment, whether located on the highway or on a truck, trailer, or semitrailer, or
- Any truck or van in which food or beverages are stored and/or sold for commercial purposes, or
- Any vehicle, including a bus, licensed for use as a common or contract carrier or as a limousine, or
- Any vehicle displaying the name of a business or other commercial venture, or displaying advertising or other graphics associated with a business or other commercial venture (except bumper stickers, car dealer logos or other memento-type items), or
- Any truck or other vehicle, including pickup trucks, on which is mounted or carried construction or commercial equipment, including but not limited to welders, compressors, blowers or other mechanical equipment, or
- Any truck or other vehicle, including pickup trucks and vans, on which are mounted or carried racks for construction materials or commercial equipment. Specifically exempt are racks designed for sports and other recreational equipment such as kayaks, bicycles, etc.; tool or gear boxes mounted within the bed of a pickup truck; car top luggage carriers; and hard shells or covers for pickup truck beds, or
- Any van which lacks side windows other than front driver and front passenger windows, commonly referred to as a panel van.

No otherwise noncommercial vehicle will be considered a commercial vehicle merely by the presence of construction or commercial equipment that is completely contained within the vehicle, nor will a noncommercial pickup truck be considered a commercial vehicle merely by the presence of power or other hand tools being transported in the bed of the pickup truck for personal use and not regularly stored

in/on the pickup truck. The term "contained with the vehicle" does not include the use of tarps, sheeting, or other temporary covers or containers.

Large noncommercial vehicle: Any noncommercial truck, van or other vehicle that (i) has a weight of 9,000 pounds or more (ii) has more than two (2) axles, (iii) has more than six (6) wheel surfaces in contact with the road or parking surface, or (iv) exceeds a total length of twenty-four (24) feet. Examples include, but are not limited to, minibuses, step vans, and utility vans.

Permitted vehicle: A commercial vehicle with a weight of less than 9,000 pounds, a large noncommercial vehicle with a weight of less than 15,000 pounds, a recreational vehicle with a weight of less than 15,000 pounds, a watercraft with a weight of less than 15,000 pounds, a semitrailer, or a trailer, that is owned by the owner of a lot or parcel within a residential zone or the tenant of a dwelling unit thereon, and that is permitted to park within a residential zone pursuant to subsection (c) above.

Recreational vehicle: Any vehicle that (i) is either self-propelled or towed by a consumer-owned tow vehicle, (ii) is primarily designed to provide temporary living quarters for recreational, camping, or travel use; and (iii) complies with all applicable federal vehicle regulations and does not require a special movement permit to legally use the highways. The term "recreational vehicle" includes motor homes, travel trailers, and camping trailers.

Residential zone: All property zoned to the R-1, R-2, PUD Residential, or MU-D zoning district, including all parcels and lots therein, whether vacant or improved by structures, and any road, street, highway, or driveway located in or bordered by such residentially zoned property.

Semitrailer: Any vehicle of the trailer type so designed and used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests on or is carried by another vehicle.

Trailer: Any vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle, including manufactured homes.

Watercraft: Any vessel that is used or capable of being used as a means of transportation on water and is propelled by machinery, whether or not the machinery is the principal source of propulsion. Examples include, but are not limited to, motorboats and jet skis. Kayaks and canoes are excluded from the definition of watercraft.

Weekday daylight hours: Monday through Friday from 8:00 a.m. to 8:00 p.m., excluding legal holidays.

Weight: The gross weight of a vehicle as registered with the state department of motor vehicles or similar agency of the state licensing such vehicles, or if such gross weight is not so registered, the gross weight as indicated by the manufacturer's specifications for such vehicle, if available, or if such manufacturer's specifications are not available, then the empty weight of the vehicle as registered with the state department of motor vehicles or similar agency of the state licensing such vehicles; provided, however, that if such empty weight exceeds the maximum weight permitted for any vehicle under the provisions of this section, then the city shall be under no obligation

to inquire or to investigate as to the gross weight as indicated by the manufacturer's specifications.

All other terms not expressly defined in this section shall be as defined in Code of Virginia, Title 46.2."

2. All sections of the Code of the City of Manassas Park, Virginia that are inconsistent with and/or in conflict with this Ordinance are hereby repealed.

3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

4. This Ordinance shall be effective upon its adoption.

Types of Vehicles by Weight Class

Class One: 6,000 lbs. or less



Full Size Pickup | Mini Pickup | Minivan | SUV | Utility Van

Class Two: 6,001 to 10,000 lbs.



Crew Size Pickup | Full Size Pickup | Mini Bus | Minivan | Step Van | Utility Van

Class Three: 10,001 to 14,000 lbs.



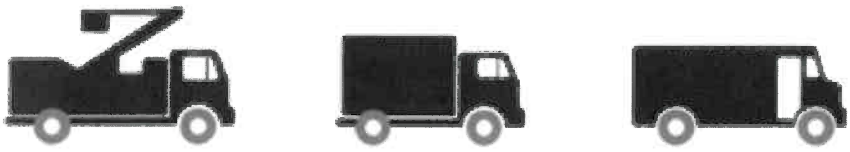
City Delivery | Mini Bus | Walk In

Class Four: 14,001 to 16,000 lbs.



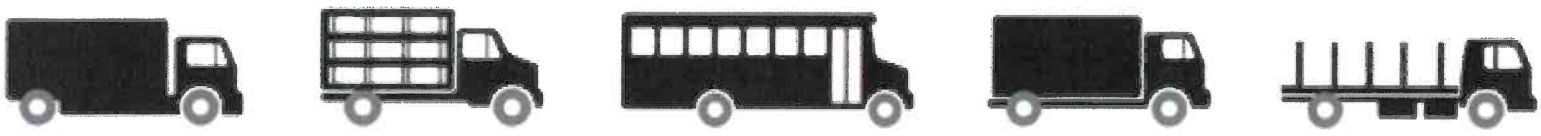
City Delivery | Conventional Van | Landscape Utility | Large Walk In

Class Five: 16,001 to 19,500 lbs.



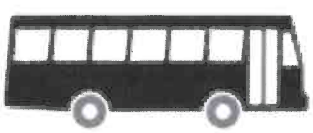
Bucket | City Delivery | Large Walk In

Class Six: 19,501 to 26,000 lbs.



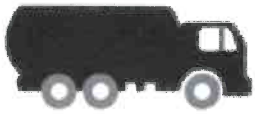
Beverage | Rack | School Bus | Single Axle Van | Stake Body

Class Seven: 26,001 to 33,000 lbs.


City Transit Bus


Furniture


High Profile Semi


Home Fuel

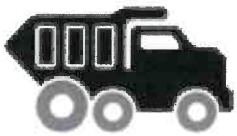

Medium Semi Tractor

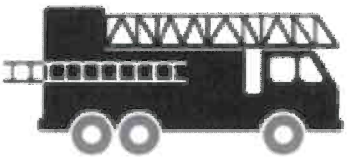

Refuse


Tow

Class Eight: 33,001 lbs. & over

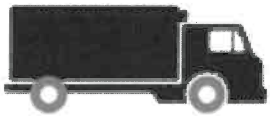

Cement Mixer


Dump

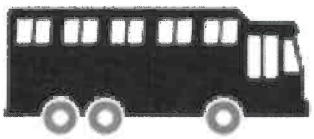

Fire Truck


Fuel


Heavy Semi Tractor


Refrigerated Van


Semi Sleeper


Tour Bus

This chart shows typical vehicle types found in the Federal Highway Administration (FHWA) vehicle classes. For more information about vehicle categories see Vehicle Weight Classes and Categories. (/data/10380)

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Office of the City Manager AGENDA ITEM 4

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: Resolution Honoring the Life and Service of former Police Chief, Chief John D. Fenner

BACKGROUND: We are deeply saddened by the death of retired Chief of Police, John D. Fenner, who passed away on Wednesday, August 25, 2021 at the age of 63. Chief Fenner was hired as a Manassas Park police officer on September 28, 1979, rose through the ranks, and was promoted to Lieutenant on March 1, 1987, and later appointed as Chief of Police on April 1, 2000. Chief Fenner faithfully served the City for over 22 years until his retirement in 2002. We commemorate his life and service to the City with this Resolution. The flag of the City of Manassas Park will also be lowered at half-mast from September 7 to September 10, 2021 in his honor and memory.

STAFF RECOMMENDATION: That the Governing Body adopts the attached resolution.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS: Resolution

RESOLUTION: 21-

A RESOLUTION HONORING THE LIFE AND CONTRIBUTIONS OF RETIRED CITY OF MANASSAS PARK POLICE CHIEF JOHN D. FENNER-FOR HIS OUTSTANDING SERVICE TO THE CITY AND PUBLIC SAFETY

WHEREAS, the Governing Body (the "Governing Body") of the City of Manassas Park (the "City") was deeply sadden by the death of retired Chief of Police, John D. Fenner who passed away on Wednesday, August 25, 2021 at the age of 63; and

WHEREAS, John D. Fenner was hired as a police officer on September 28, 1979, rose through the ranks, and was promoted to Lieutenant on March 1, 1987, and later appointed as Chief of Police on April 1, 2000;

WHEREAS, Chief John Fenner faithfully served our City for over 22 years, until his retirement in May 2002; and

WHEREAS, As Chief, John Fenner worked tirelessly to ensure that officers received the best possible training and equipment in an effort to improve law enforcement services and public safety throughout the community; and

WHEREAS, Chief John Fenner's service to the public was given with such devotion that he earned the respect, admiration and friendship of many citizens within our community through his professional leadership and dedication; and

WHEREAS, Chief John Fenner's honorable service, positive attitude and dedication to his family, friends, coworkers and our community, should be recognized and celebrated.

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Body hereby recognizes Chief John Fenner's many accomplishments and contributions to our City and its citizens, and hereby express our deep appreciation for his dedicated years of service to this community and extend to his family our sincere sympathy upon his passing.

Approved by the Governing Body in its regularly scheduled meeting held on the 7th day of September, 2021.

_____

Jeanette Rishell, Mayor

_____

Lana A. Conner, City Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

Information Item- July 4 Feedback
Agenda Item 5a

Keith Nguyen

September 7th, 2021

July 4 Feedback

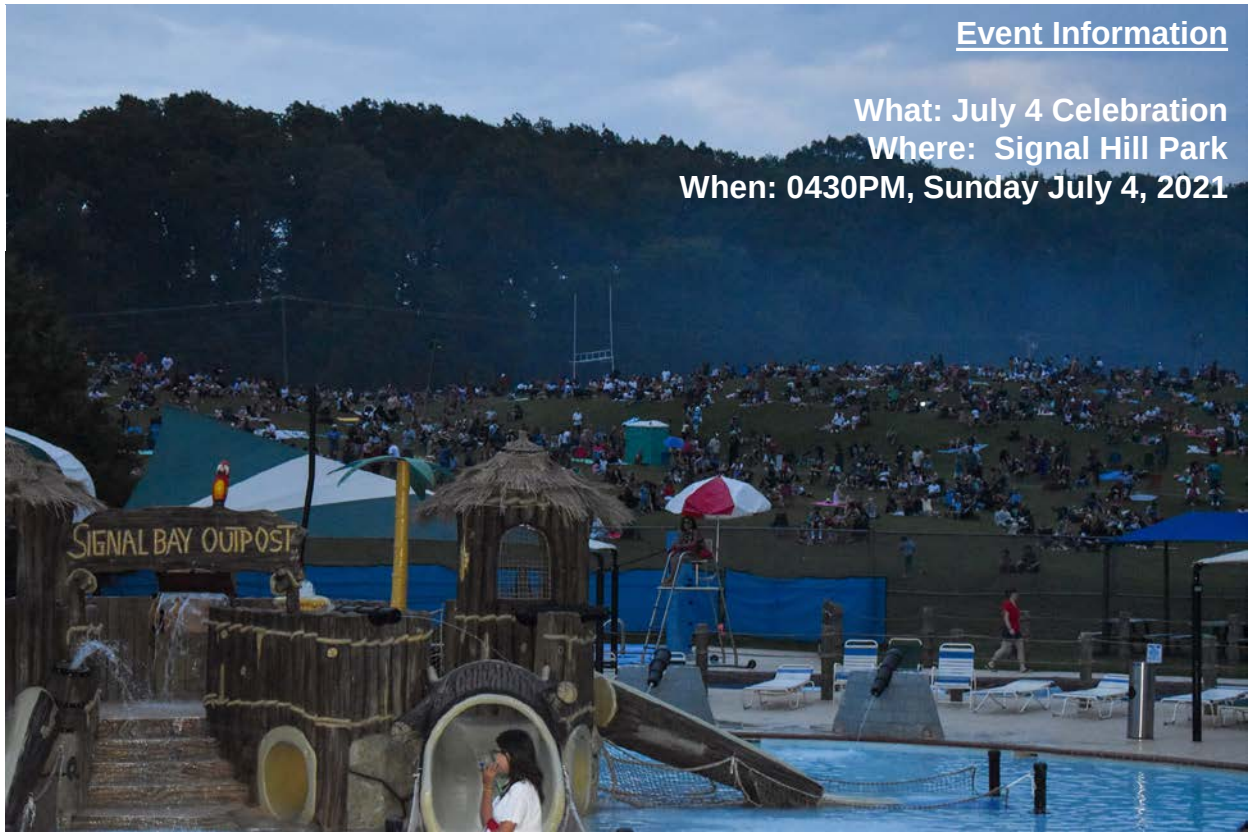
Staff Actions

- Conducted an After Action Review on July 8
  - Interdepartmental
  - Identified key improvements in areas of planning, resourcing, and execution

Atmospherics

- Fireworks
  - Earlier start time was good
  - New vendor more responsive and transparent which made things a lot smoother / safer
  - New location made access and control easier; provided public safety measures
  - Allowed for much better viewer vantage point

- Estimated several thousands in attendance
  - Favorable sentiments / feedback on social media



Key Lessons Learned

- Food trucks (need more vendors / more diversity)
  - COVID did have a negative impact
  - Way forward: early engagement / advertising
- Public Announcements / Engagement / Amenities
  - Public safety announcements (speakers/light towers /wayfinding signage to facilitate crowd control, parking, and pedestrian and vehicular egress)
  - Explore ways to improve user experience through mobile application (flyer with QR code)
  - Increase # of porta-johns /reassess “no bags” policy (note: this was done due to COVID-19)
  - Explore ways to bring in additional entertainment sources in future with downtown (kids friendly activities / music)

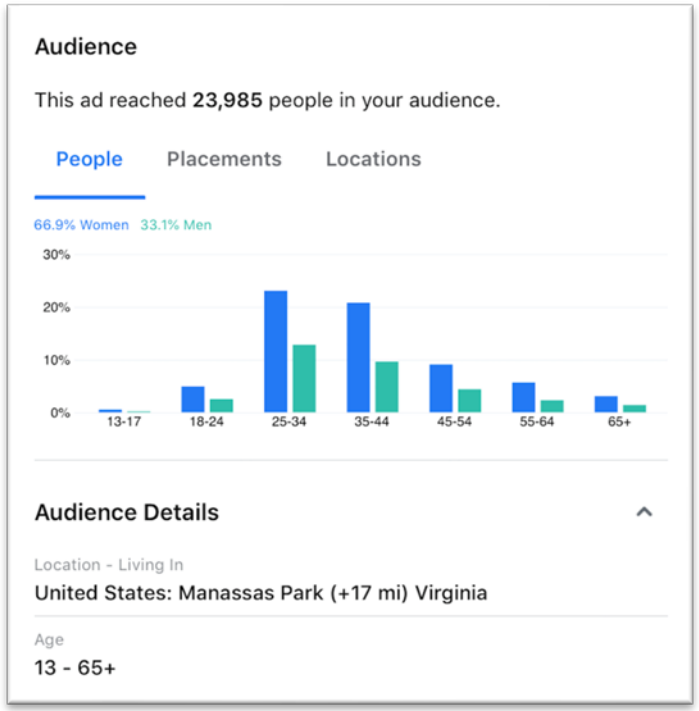
July 4 Feedback

Crowd Size Estimate

- Rough estimate of **2,000** persons in crowd at Signal Hill Park for 4th of July.

Marketing 4th Of July

- Paid Advertising on Facebook metrics.







July 4 Feedback









CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT City Clerk **AGENDA ITEM** *7A*

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Approval of Minutes August 3 2021

Approval as presented or noted corrections

CITY MANAGER APPROVAL: **Approved:__ ____ Not Required:__x___**	_____ *Laszlo Palko City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:__x___**	_____ *Dean H. Crowhurst*

ATTACHMENTS Minutes

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, AUGUST 3, 2021, AT 7:00 PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

Roll Call

Present	Jeanette Rishell, Mayor Preston Banks, Vice Mayor Alanna Mensing, Councilmember Haseeb Javed, Councilmember* Laura Hampton, Councilmember Darryl Moore, Councilmember Yesy Amaya, Councilmember
Absent	None
Staff	Lana Conner, City Clerk Laszlo A. Palko, City Manager Dean Crowhurst, City Attorney (remotely)

1.**Approval of Amended Agenda:**

MOTION: Councilmember Amaya moved to approve Agenda as presented.
SECOND: Councilmember Mensing
VOTE: YES: Amaya, Mensing, Moore, Banks, Hampton, Javed, Rishell

2.Moment of Silence/Pledge of Allegiance: Councilmember Mensing

3. Public Comment Time:

1. Tawnya Soltis: Prince William County Resident: Office for Early Childhood Greater Prince William:
2. Debi Stepien: Prince William County Resident: Office for Early Childhood Greater Prince William:

They work for Smart Beginnings of Greater Prince William an organization that champions many programs that assist city constituents. They advocate for health and welfare being of young children. Lack of access to high-quality childcare has a significant economic impact on Greater Prince William families and businesses. Childcare is a critical piece of the local infrastructure. Families need access to high-quality early childhood programs to work but these programs are increasingly difficult to find and afford. Sixty percent of young children in Greater Prince William have all available parents in the workforce. Without this Office, money is left on table from federal and state.
They are here tonight asking for financial support for an Office for Early Childhood which will begin with FY2023.

3-1 Public Hearing: Manassas Park School Board Applicants: Public Comment:

3-1 (a) School Board Appointments:

Mayor opened the Public Hearing at 7:08pm.
There were six applicants that applied:
• Harmony Biscoe, 9300 Paul Drive Manassas Park, VA 20111
• Leah Blackwell, 9711 Handerson Place Unit 405Manassas Park, VA 20111
• Carla Browning 9308 E. Carondelet Dr Manassas Park VA 20111
• Michael Rogers 8643 Madera Court Manassas Park VA 20111
• Donald Shuemaker, 8644 Burnside Court Manassas Park, VA 20111
• Shaunte Jones, 8503 Englewood Court, Manassas Park, VA 20111

- Councilmember Javed arrived at 7:08 pm.

All statement of support uploaded to city website.
Letters of Support for Harmony Biscoe: (e-mails made part of record)
Robyn Weatherholtz, Margaret Duncan, Joseph Chambers, Patricia Hilton, Kelly Alexander, Erin Quinty, Kristi Sanderson, Adrienne Nguyen, Sabrina Kinyon, Heather Gustin, Maya Miernik

Letters of Support for Leah Blackwell: (e-mails made part of record)
Mona Freedman, Charles Cohenour, Kevin L. Blackwell

Letter of Support Shaunte Jones: (e-mails made part of record)
George C. Wright, Monique Jones, Vanita C. King, Dr. Thomas Williams, Dr. Mahlet Getachew, Traci Drew, Akilah Mayfield, Dana Caffee-Glen, Mrs Ryan Butts-Harris

Public Comment: None

Close Public Hearing: 7:12pm

MOTION: Councilmember Moore moved to close public hearing at 7:12pm.
SECOND: Councilmember Hampton
VOTE: Yes: Moore, Hampton, Amaya, Banks, Javed, Mensing, Rishell

3-1 (b) American Rescue Plan Budget:

Mayor Rishell opened Public Hearing at 7:13 PM.

In March of 2021, the United States Congress passed the American Rescue Plan Act (ARPA), which included direct funding for localities across our nation. The City of Manassas Park was informed in May and June of 2021, that it would be receiving a total of $21,528,613 in ARPA funding in four tranches:

1. $1,697,448.50 in May of 2021-received directly from the Federal Treasury as part (first half) of the “County” share of funding (we receive this funding since we are an independent jurisdiction not under a County Government).
2. $9,066,858.00 in June of 2021-received from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (first half) of the “Non-Entitlement Unit” share of funding (we receive this funding since we are a city that is under 50,000 population).
3. $1,697,448.50 in May of 2022-will receive directly from the Federal Treasury as part (remaining) of the “County” share of funding (we receive this funding since we are an independent jurisdiction not under a County Government).
4. $9,066,858.00 in June of 2022-will receive from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (remaining) of the “Non-Entitlement Unit” share of funding (we receive this funding since we are a city that is under 50,000 population). Please note that the city may be awarded more in this Tranche if other Non-Entitlement Units do not accept their funding.

With receipt of this large amount of funding via two different sources, compliance reporting to both entities (Federal and commonwealth Governments) are necessary. As a result, the City Manager requested immediate use of these funds to hire a Financial Compliance Officer to: 1. Fully understand the regulations for uses of funds; 2. File all necessary ongoing reporting requirements with the Federal and Commonwealth Governments; 3. Track the budget expenditures; 4. Maintain all necessary documentation for audit purposes (both for annual City Audits and eventual potential Federal and Commonwealth audits); and 5. To apply for (track and report) any Commonwealth ARPA funding as part of its $4B of funding received from the Federal Treasury directly to spend within Virginia. The position has been advertised already.

These funds are for eligible expenditures incurred from March 3rd, 2021, until December 31st, 2026.These funds must be obligated by December 31st, 2024-this means that while we can continue to make payments on capital projects until December 31st, 2026, the project must begin before December 31st, 2024.

The Mayor thanked City Manager for his comments, and then indicated she felt that it is important to reiterate that the City is subject to strict spending guidelines for this APRA funding. The City CANNOT use these funds for the following purposes:
**The City cannot use these funds to lower taxes **The funds cannot be placed in reserves **The City cannot use these funds for employee pension funds **These funds cannot be used to pay down City debt

We accrue interest with these funds, we need to track this and incorporate into our Budget. Potential for hundreds of thousands of dollars more just from interest.

Councilmember Moore thanked Governing Body for holding this public hearing. It is important for the public to hear this information and comment if they like. This amount of funding is phenomenal.
Mayor Rishell stated with these funds, it is important to play catch up where city has fallen behind over time.

Councilmember Javed:
•Business grants for business to use to help pay for any past due utility bills or rent and also to use to hire additional staff
Resident vouchers to use in our city to encourage spending in our local businesses increasing sales. Proposing $25 voucher coupons to be printed out and set at city hall for individuals to pick up. It will act as cash and the business will apply for reimbursement from the city. We should give something back to the community directly, something they can touch and feel and use vs. benefiting them indirectly by other means. Small gesture will go a long way! Vice Mayor Banks stated this would be a good idea if it is feasible within the parameter of the guidelines. City Manager stated it is permitted. Some jurisdictions did that with CARES Act funds. The proposed Economic Development Coordinator would help develop that program. City should focus money on those businesses that was most impacted such as restaurants. This will not take away funding from those funds already designated to help businesses. It is a matter of balancing the budget. City Manager is proposing spending $3 million of the $21 million in FY2022. City needs to understand what are some other things city wants to do with these funds. We might fit it into the $3 million. If not, City Manager would come back for ARPA budget amendment as part of FY23 budget proposal.
•LED motion street lights-efforts to reduce energy costs and to reduce light pollution:
Look at dark fiber or broadband internet access for the entire city. With 5G rolling out, this would be a great opportunity to get a head start on utilizing these funds for this purpose. All city lights belong to NOVEC. The plan is to switch out parking lot lights in the city as part of CIP.
Mayor Rishell asked about infrastructure bill being considered on federal level and would it cover changing the lights. City Manager stated he would have to look to see if we can justify streetlight as part of ARPA but broadband they can justify. There is a lot of funds for transportation but he hasn't seen what is there for energy efficiency purposes. They left out energy and transportation from ARPA.

Mayor Rishell stated the city has gone so long with so many needs, it is good to fulfill some of those needs first. Put people first.

•Laptop loaners:

Expanding library services to provide laptop equipped with internet access to households that would like one. Community center and library have limited hours of operation and the chrome book the schools provide a student cannot go on the internet. Certain sites can be restricted. Every child should have the same opportunity to learn regardless of income status. Councilmember Moore stated libraries have that program.

Councilmember Hampton: in the school system the students receive technology (chrome book). The library system has free internet and capability to use computers. There are other avenues people can use to get technology. This is all a family should need. A valid concern is what happens when that technology spouts legs and takes a walk? We could be talking about a lot of computers. How do you prevent people from going onto illegal sites?

Councilmember Amaya stated the community center has access to computers and internet for anyone wishing to use them. There are more pressing things right now. She stated most people use their phones and don't have a need for laptop or computer.

•Job training:

Expand services into providing certificates to help transition individuals into new career fields and stabilize their financials. Once community starts to go back to work; spending increases. City allocated $17,000 and he would like to know what services that provides. Post pandemic a lot of people are transitioning to different fields especially hospitality industry. We could use this service to provide certificates in data entry, cyber security and get these people back into the working. This will uplift our residents even self-employed people who want a second trade. He believes this amount is very low for job training program that will fully benefit the residents transitioning into other fields. This would transition to a different career path. There was $15,000 spent from CARES Act. City can move funds from one area to another area. City can expand and that is why the City Manager is starting small in FY22 because he wants time to flush out these programs.

•Providing legal aid to tenants for eviction help (partner with local law office):

Housing could be more urgent. City needs to start working on it now. There is no plan to provide legal aid to persons being evicted. City Manager stated this is part of his overall housing plan. He has funds for mortgages and rent. The first goal would be for the housing person to get residents to access resources of state. Across country, states have received over $45 billion dollars and have only distributed $3 billion so far. They don't have tactical capacity ground level to get out there and engage with community. This would be a goal with housing person to see what resources is needed what support is needed and help them access those funds from state. If state can't help them ARPA funds would be there.

Councilmember Javed stated waiting around for resources may be too late. Evictions started processing yesterday. In 30 days, the evictions will start. Sometimes it takes three months to get these funds. This money set aside is very important. City Manager stated we have the funds but don't have anyone to manage those funds.

Councilmember Hampton: this would fall under the housing position and that is why City Manager is putting it in this round. He would like this position hired as soon as possible. City needs to work to push the state side. City can figure out who needs help.

The City Manager will look at reimbursement if the city pays the rent and mortgage.

Councilmember Hampton stated we may not be able to help everybody but can help as many as we can.

City Manager is recommending that city hire the housing position now. City could evaluate hiring consultants.

Councilmember Banks wants the city to focus on Governing Body priorities first.

• **Electric Vehicle:**
We have an opportunity to start with a small fleet to transition them to electric. A long-term investment that will pay off in the future. City just purchased 28 vehicles. Emergency vehicles for EMS, police department, water & sewer and stormwater are covered under ARPA. These would be part of critical functions from ARPA. Using ARPA funds are not clear cut. Alexandria and Falls Church have it under their plan. Electric Vehicles are justified under environmental section and there was verbiage for electric vehicles.

***Pay raises for essential workers:**
Everyone is getting pay raises. There is $70,000 surplus from city budget funds in FY23. He would like those funds to go toward essential workers who worked 24-7 during COVID pandemic as a premium bonus. CARES Act was tier structured. Now we are doing pay raises based off market gaps. Biggest market gaps are police and fire department. It is important that both fire and police chiefs get pay raises. Councilmember Hampton asked if city could look at signing bonuses for new recruitments for police and fire.

•Health Access-Helping communities that do not have insurance to get preventive care:

There were many residents that did not go to get help because they were uninsured or didn't know about other resources. Help them with preventive maintenance care. Make sure the families are safe and healthy. Make sure the underserved communities have access to fund. There was Medicaid expansion. City Manager is not sure you can use these funds for undocumented immigrants to help them get insurance. You can use for COVID vaccinations and testing regardless. The MAP Clinic at Costello Park provides these services.

•Shot Spotter: for police department to determine if shots were fired or false alarm-faster and accurate dispatching and proving a faster response with a location to catch the suspect quicker. Chief Lugo stated there is an increase in violent crime across the region. Cameras are portable and can be moved to an area where there is a spike in crime. He will look into this to see if it can be integrated with the cameras. It is not currently part of the budget. This should be allowed for ARPA funding.
Councilmember Javed understand that city is focusing on Governing Body priorities. This is once in lifetime opportunity and these items should be taken into consideration. If anyone has projects or ideas they would like to see these funds used for, please send them to City Manager.

Citizens Wishing to Address Public Hearing:

1. Donald Shuemaker, 8644 Burnside Court:
There are a lot of savings for the city here of money that city will not have to raise on our own in terms of rehabilitating two corrugated metal pipe culverts that convey Russia Branch under Railroad Drive. There are lots of possibilities. They will prevent the city from having to raise rates and cover ourselves. This is one of our biggest projects. It is a lot of money. He is worried that city is hiring a lot of positions at the same time to run functions we have never done before. As far as housing we do not manage our own vouchers for Section 8. Will this housing person manage Section 8? Are our residents getting a good return on those funds? There are 900,000 evictions going live August 1, 2021. A potential 3.4 million.

Close Public Hearing: 7:55 pm:

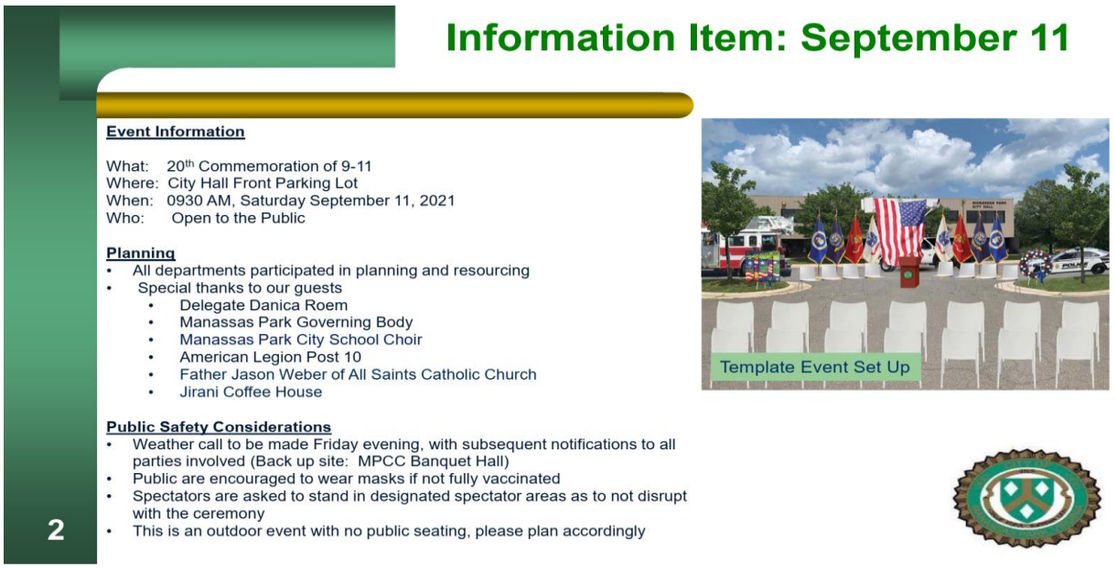
MOTION: Councilmember Mensing moved to close public hearing at 7:55pm.
SECOND: Councilmember Moore
VOTE: Yes: Mensing, Moore, Amaya, Banks, Hampton, Javed, Rishell

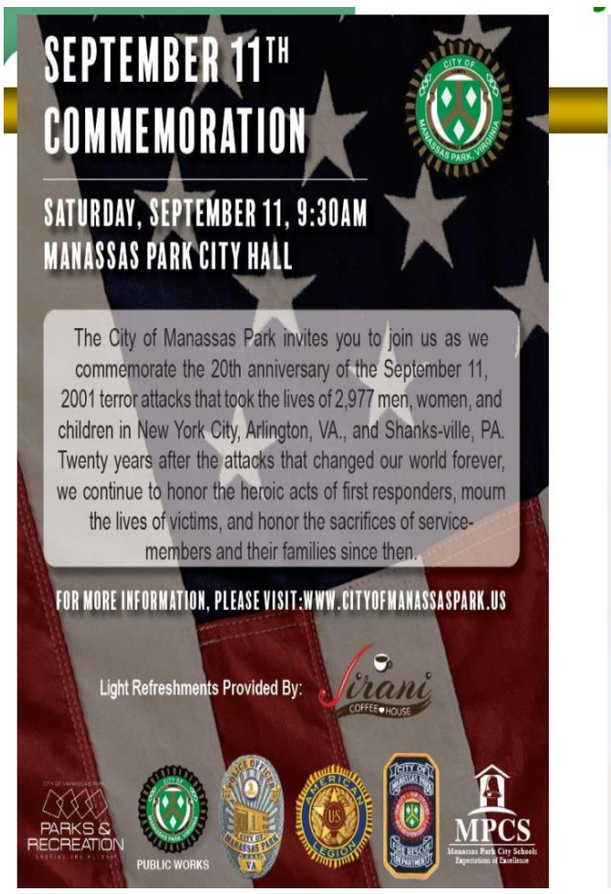
4. Recognitions: None

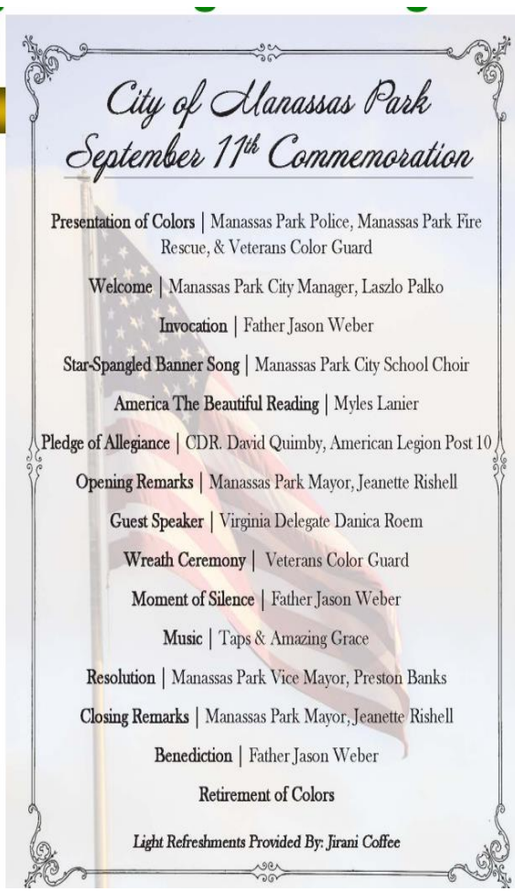
5. Information

5a. 9-11 20th Anniversary: Keith Nguyen:

This is the flyer for 20th Anniversary of the 9-11 event.







5b. Manassas Drive Sinkhole Update: Calvin O'Dell, Director of Community Development:



Public Works started working on this sink hole after it was reported - July 2, 2021. Bowman Engineering and Shirley Construction were brought in that day to consult on the sink hole. At Bowman's suggestion, STV, the firm that performs our Bridge and Culvert inspections, was also brought in to consult on the near-term condition of the culvert. The consultants' professional opinion was that Manassas Drive was not in danger of catastrophic failure and could remain open, with the turn lane closed until final repairs could be made. Bowman Consulting was selected as the Project Engineer using the On-call Engineering Services Contract. Failure is deep in the ground. There is a deep drop-off. More detailed inspections are being performed to assess the condition of the culvert, and to develop alternatives for final repairs. Staff believes the failure occurred where the existing culvert was extended when the road was widened. Bowman understands the urgency. That road will remain closed until repairs are made. Bowman will prepare a menu of options centered around three alternatives by mid to late August:

Partial Replacement of Localized Failure and compromised end section (CMP)
Full Replacement of culvert (RCP) – Open-cut
Full Replacement of culvert (Steel) – Jack & Bore

This project could end up being very expensive. City has to do a cost benefits analysis. Staff is hoping it will be a partial replacement and city can do some sheet shoring. City can go down and fix one joint of pipe. City must be prepared for a full replacement of the entire culvert that travels under Manassas Drive. This would mean excavating up Manassas Drive about 15/20 feet deep which would be a massive undertaking. Jack and Bore is third possible solution. You run a pipe burster through the actual dirt, and you pull steel pipe behind it. It is a very expensive process. It is non-disruptive to Manassas Drive. Point Replacement is least expensive, but it will still be very expensive because of proximity to roadway. Barriers are a safety concern and nuisance to residents of the Elms Development, but it is for everyone safety that we keep people out of turn lane. ARPA funding can be used for this project.

6. Presentation: None

7. Consent Agenda:
7a. Corrected Minutes July 20, 2021

MOTION: Councilmember Amaya moved to approve Consent Agenda with noted correction to minutes:
Agenda Item 8a hat (that) the Governing Body review, edit and adopt the FY 22 Meeting Calendar. Agenda Item 9b: Governing Body approve Task Order #4 with Julius Branscome Inc. for a contract price of $159,104,00 together with a contingency of $31,820.80 for a not to exceed amount total of $190,924.80 as presented

23008

Correction to 9d: the Governing Body ratify the letter sent by the mayor on behalf of the Governing Body to the Chair of the National Capital Region Transportation Planning Board in support of reconsideration of the removal of the I-495/I-270 Express Lane Project from the Air Quality Conformity Analysis, as presented. 9g. Prince William County Housing Department Agreement Ratification: Councilmember Hampton moved that the Governing Body ratify the mayor's approval and execution of the HUD Cooperation Agreement with Prince William County for the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grant for FFY 2022, FFY2023, and FFY 2024, as presented.
SECOND: Councilmember Moore
VOTE: Yes: Amaya, Moore, Banks, Hampton, Javed, Mensing, Rishell

8. Unfinished Business: None

9. New Business:

9a. City Manager Office ERP Consulting Service: Chris Himes, Assistant City Manager: Remotely Matthew Tremblay and Jonathan Grace: BerryDunn Agency:

The City's ERP, Keystone Information Systems, was evaluated by Client First during the IT Master Plan process conducted during the Spring of 2020,which determined that the system had significant gaps in functionality that dramatically limited staff efficiency and resident services, to include major deficiencies in the Utility Billing, Accounting, AR/AP workflows, all treasury related functions, commissioner of revenue and reporting modules, all of which are critical in supporting routine daily operations and service delivery for every City department. They are resolving some of the satellite website and combining everyone into one pot.
The City's ERP is the core financial system that facilitates all facets of the City's capacity for customer engagement, payment processing, accounting, revenue and expenditure management, and budgeting for all City departments. This means that any strategy the city pursues in selecting the next generation ERP platform should require the highest amount of due diligence and project support to ensure the efficiency of the analysis, procurement, and implementation processes.
The City issued an RFP on16 April 2021 to solicit responses for ERP Consultation Services on the state e-VA procurement website based on a common best practice performed by local governments to help the City navigate the ERP procurement process. Considering the City lacks a sufficient IT Project Management Office that has the required industry experience to assess all City business processes, define system permissions and security controls, gather technical requirements, fully develop a comprehensive RFP, assist in software selection, and negotiate the final contract, partnering with a well-vetted consultant would help ensure the best possible outcome in selecting a new ERP platform that will ultimately save the City additional unexpected costs over the long run.
Along with the recommendation to replace the City's ERP, the IT Master Plan identified several other "critical" and "high "priority IT software projects that the City needed to address in order to achieve its goals of being a leaner, more efficient, and forward-facing City that could better harness modern day technology to engage with and deliver services to its residents.
Over the last year, the funding associated with the CARES Act and ARPA helped the City to accelerate the modernization effort to the foundation of its IT software architecture and quickly close the gap with the surrounding jurisdictions in terms of software capacity in nearly half the time as originally anticipated by the IT Master Plan, which projected the gradual replacement of the City's legacy systems between FY22 to FY27.

In all, the city received 11 proposals, 4 of which were deemed to be the most competitive by the CMO IT PM staff, where the city then conducted a follow-up comprehensive "panel-style "interview consisting of the Finance, Commissioner of Revenue, Human Resources, Information Technology, Treasurer, and City Management Offices with each competitive vendor, and evaluated them on a graded scale of 1 to 10 (with10 being the best) across the following categories:
•IT Project Management Experience and Methodology
•Local Government Experience (Emphasis on VA based governments–Towns, Cities, and Counties)
•Proposed Timeline
•Corporate Location (Remote vs In-person–Potential impact on travel costs)
•Team Resources (# of Personnel on project team & Experience of team members)
•Cost (Phase I & II)

Of those evaluations, BerryDunn yielded the highest response and came highly recommended by multiple neighboring jurisdictions, to include the Cities of Fredericksburg, Manassas, and Waynesboro who were leveraged by City staff as trusted references due to being recent BerryDunn clients. In all, City staff recommend that the Governing Body approve the total cost of BerryDunn's proposal at a cost not to exceed $110,000 for ERP Consulting Services which includes the following cost breakdown for each phase as well as estimated travel:
•Phase I–Needs Assessment–$64,300.00
•Phase II–RFP Development and Selection Assistance–$35,200.00
•Phase III–Implementation Project Management Services. After review of the Phase III responses, the City decided to only pursue Phase I & II services at this time and pursue another strategy to complete Phase III.
•Estimated Travel Cost–$10,500.00
City Staff request the use of ARPA Funding to enable a successful implementation of a new ERP Software.
Timeline: Total of 9 months (est. start of 1 September 2021 = project completion 31 May 2022
Phase I–4 months (Sep-Dec 2021), •Phase II–5 months (Jan-May 2022)
Mayor Rishell stated she read city had purchased "Solar Winds". Does BerryDunn have any concerns about this. Have they fixed the vulnerability? She thought it was for log in purposes. The IT Director stated we do not use this program.
Work will be done onsite as well as remotely.

STAFF RECOMMENDATION:

1. That the Governing Body authorize the City Manager to sign an agreement with BerryDunn in regard to the proposed ERP Consulting Services for Phases I & II at a cost not to exceed $110,000 pending final review by the City Attorney.

MOTION: Councilmember Moore moved that the Governing Body authorize the City Manager to sign an agreement with BerryDunn in regards to the proposed ERP Consulting Services for Phases I & II at a cost not to exceed $110,000 pending final review by the City Attorney.
SECOND: Councilmember Hampton
VOTE: Yes: Moore, Hampton, Amaya, Banks, Javed, Mensing, Rishell

2. That the Governing Body direct the City Manager to utilize ARPA funding to cover these costs and incorporate these costs into the FY 22 Budget Amendment.

MOTION: Councilmember Amaya moved that the Governing Body direct the City Manager to utilize ARPA funding to cover these costs and incorporate these costs into the FY 22 Budget Amendment.
SECOND: Councilmember Hampton
VOTE: Yes Amaya, Hampton, Banks, Javed, Mensing, Moore, Rishell

9b. PD: Unmanned Aircraft Systems: Trevor Rinehart:

The Manassas Park Police Department continuously strives to improve and expand the services provided to the Citizens of the City of Manassas Park. Currently, the Police Department does not have an aerial platform capable of conducting search and rescue, critical incident surveillance, traffic observation, and crime scene documentation/mapping. The Police Department relies on mutual aid with Fairfax County Police and U.S. Custom Border Protection for use of a helicopter. However, this resource is limited in use due to competing priorities in the region and significant cost (approximately $2,000 per flight hour). The Manassas Park Police Department responds to an average of 21.5 lost/missing children and/or elderly persons with mental health or diminished cognitive capacity each year. Each one of these incidents requires Officers to conduct a search to locate the citizen. These searches are conducted in both day and night-time hours, all weather conditions, large open spaces (Blooms Park), and wooded areas. The Unmanned Aircraft Systems (UAS) have proven to be a valuable resource for law enforcement, first responders, and during emergency service operations. The use of an UAS would be a force multiplier to support the limited number of personnel capable of conducting a search. The UAS is equipped with on-board high-definition cameras and thermal capabilities that increase the location rate and decreases the time the subject is exposed to danger (elements, etc.).
There are two components: 1. hardware and equipment. Three vendors on small procurement. The manufacture of the aircraft pretty much controls the prices of most of this. Each vendor was close to the same. Advexure was willing to work with the city the most and provided a 5% discount on purchase price.
Cost estimates for the Unmanned Aircraft Systems:

• Matric 300 RTK Combo w/ Care Enterpr. (Aircraft)	$13,199.00
• DJI Zenmuse H20T w/ Care Enter (Camera)	$11,209.00
• DJI Matric 300 TB60 Intelligent Flight Battery (6)	$ 4,200.00
• DJI Mavic 2 Enterprise Advanced (Aircraft- small)	$ 6,500.00
• DJI Mavic 2 Enterprise Intelligent Flight Battery (5)	$ 945.00
• Subtotal	$36,053.00
• 5% Discount	$ 1,802.65
TOTAL	$34,250.35

DroneSense quote does not reflect the $5,500 a month cost. DroneSense and Axxon International decided to partner. This was a great opportunity for the city because we use Axxon for their digital evidence storage.

2.Second Component: Software which is annual subscription: Estimated Subscriptions Costs: The yearly subscription costs for the Drone Sense software is $5,500.00. The yearly subscription cost covers piloting operations, operational-secured streaming of video (including storage) and telemetry data, and administrative tool-track and log pilots, flight data, and mission data.

Funding Type: Amount
Assets $34,250.35 Annual subscription (3 years) $16,500.00
City Staff is requesting the use of Federal Asset Forfeiture funds (currently over $250K balance) to fund the cost for this project to not impact the budget. Will reevaluate after 3 years for annual subscription and incorporate into City Budget. Two main issues with this is privacy and policy. Use of this requires a search warrant.

The Police Department is limited by Va. Code § 19.2-60.1 in what it can use drones for without a warrant. Specifically, subsection C permits the use of drones for the following without a warrant:

(i) when an Amber Alert is activated pursuant to § 52-34.3;
(ii) when a Senior Alert is activated pursuant to § 52-34.6;
(iii) when a Blue Alert (officer shot or killed suspect still at large) is activated pursuant to § 52-34.9;
(iv) where use of an unmanned aircraft system is determined to be necessary to alleviate an immediate danger to any person;

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(v) by a law-enforcement officer following an accident where a report is required pursuant to § 46.2-373, to survey the scene of such accident for the purpose of crash reconstruction and record the scene by photographic or video images.
(vi) by the Department of Transportation when assisting a law-enforcement officer to prepare a report pursuant to § 46.2-373;
(vii) for training exercises related to such uses.
(viii) if a person with legal authority consents to the warrantless search; or
(ix) by a law-enforcement officer to (a) aerially survey a primary residence of the subject of the arrest warrant to formulate a plan to execute an existing arrest warrant or capias for a felony offense or (b) locate a person sought for arrest when such person has fled from a law-enforcement officer and a law-enforcement officer remains in hot pursuit of such person.
In addition, subsection D allows the city to use drones without a warrant "for purposes other than law enforcement, including damage assessment, traffic assessment, flood stage assessment, and wildfire assessment." Also, subsection E makes it clear that evidence obtained from the use of a drone in violation of § 19.2-60.1 is not admissible in a criminal or civil proceeding. And subsection F prohibits the city from using weaponized drones. Regarding having a policy in place, Chief Lugo has assured me that if the acquisition of the unmanned aircraft system is approved, the Police Department will develop a policy for its use that conforms with § 19.2-60.1 and that the policy will be in place before the use of any drone by his department. Regarding the retention schedule for video obtained through the use of drones, Chief Lugo stated that it will be consistent with direction from the Library of Virginia (which is responsible for setting the retention schedule for public records).

Each pilot must obtain a license for FAA. There is a login to the control they must complete before they are allowed to take off. The pilot will make final determination on use of the drone. First 3 pilots are Sergeant, Lieutenant and Captain. Each department will have its on internal policy.

<u>Governing Body will be sent copies of the city written policy on drones.</u>
Councilmember Javed wanted to know if drones will fly over peoples houses instead of staying on city streets or highways. He thought this might be a violation of privacy or any type of liberty. There are no flight paths. His concern is possible looking into people's yards. With google, anyone can see what is in a neighbor's yard. They can redact anything not needed if seen from the drone. The camera can be turned away from the house until it finds it target. If you are looking for a child, you want them to take shortest distance from point A to point B. Vice Mayor Banks does not have a problem with police doing their job if they see something illegal while flying the drone. The state and federal government has a data retention policy on how long these videos are kept.
City Attorney: the prohibition on the city regulating the use of privately owned unmanned aircraft is found in Va. Code § 15.2-926.3A. City cannot regulate private drones. The regulation to regulate private drones will not take effect until 2023.
Councilmember Javed is not ready to approve this item because he thinks it needs to be discussed more.

STAFF RECOMMENDATION: That the Governing Body approve the purchase of and authorize the City Manager to sign the necessary contractual documents for, hardware and software components for an Unmanned Aircraft System at a cost of $50,250.35, as presented, using federal Asset Forfeiture funds, subject to final review by City Attorney.

MOTION: Councilmember Moore moved that the Governing Body approve the purchase of and authorize the City Manager to sign the necessary contractual documents for hardware and software components for an Unmanned Aircraft System at a cost of $50,250.35, as presented, using federal Asset Forfeiture funds, subject to final review by City Attorney.
SECOND: Councilmember Mensing
VOTE: Yes: Moore, Mensing, Amaya, Banks, Hampton, Rishell Abstain: Javed

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9c. American Rescue Plan Act Positions:

In March of 2021, the United States Congress passed the American Rescue Plan Act (ARPA), which included direct funding for localities across our nation. The City of Manassas Park received a total of $21,528,613 in ARPA funding. As part of the ARPA budget deliberations, the City Manager developed an FTE hiring summary utilizing ARPA funds for Governing Body evaluation (see Attachment 1 for more details and justifications). The City Manager added one table, To Continue beyond ARPA, to clarify these positions.

Additional Staffing	In City Budget Model	To Continue beyond ARPA
1 Public Health Coordinator	No	No, dependent on Future of Health Department
1 Emergency Management Policy Planner	No	No, unless GB desires
1 ARPA Financial Manager/Compliance	No	No, unless bringing in more revenue
1 Logistics/Procurement Program Manager	Yes	Yes, in the budget model already
1 Economic Development Coordinator	Yes	Yes, in the budget model already
1 Housing Program Coordinator	No	No, unless GB desires
1 Mental Health Program Manager	No	Pending evaluation of effectiveness/GB desire
Police Mental Health Response Team - 1 Officer + 1 Counselor	No	Pending evaluation of effectiveness/GB desire
2 Police Officers	Yes	Yes, in the budget model already
1 Sex Crimes Detective	Yes	Yes, in the budget model already
2 EMS	Yes	Yes, in the budget model already
1 Pre-School Teacher	Yes	Yes, in the budget model already
1.5 IT Support	FT No/ PT Yes	Yes, in the budget model already; no to PT
16.5 Total FTE's	8 No/8.5 Yes	7.5 positions are likely/maybe "No"

You can see from the above table, half of these position are built into the city future budget model, and thus when ARPA funding ends on December 31st, 2024, the current City budget would be able to absorb these positions. Some of the positions would only exist through the ARPA funding period unless they are able to bring in more revenues than they cost so that there is no fiscal impact. Others would have been new budget proposals based on growing national reforms-Mental Health Program Manager and the Police Mental Health Response Team. The Governing Body has already authorized the City Manager to advertise the ARPA Financial Compliance position and staff is in the process of interviewing candidates. With the first reporting requirements due in late August to the Federal Treasury Department, the City Manager is requesting authority to utilize ARPA funds immediately to hire a qualified candidate. As the Governing Body deliberates on the ARPA Budget, the City Manager is requesting the authority begin advertising for the hiring of the following positions with start dates on October 1st, 2021, pending Governing Body approval for the positions as part of the adoption of an ARPA Budget and FY 22 Budget Amendment incorporating the ARPA Budget:

Public Health Coordinator
Economic Development Coordinator
Emergency Manager Planner/City Policy Coordinator
Logistics/Procurement Manager
Housing Program Manager
Mental Health Program Manager

The city lost its part-time IT Help Desk employee last week. Instead of advertising for a Part-time position using City Funds, the City Manager is requesting the authority to advertise and hire a Full-Time IT Help Desk Technician utilizing ARPA funds (100% ARPA funded part of ARPA planned FTE counts).

The City Manager is requesting authority to hire an ARP Financial Compliance Officer and an ARPA IT Help Desk Technician utilizing ARPA funds (to be incorporated into the FY 22 Budget Amendment and Budget Appropriations). The City Manager is requesting authority to advertise the hiring of 6 FTEs (as outlined above) with start dates of October 1, 2021, pending Governing Body approval of an ARPA budget that includes funding for these positions.
Housing Program Manager: City Manager would like authority to hire this position using ARPA funding if city identifies or prior to October 1st timeline.
Mayor Rishell asked how ARPA pay structures compare to the existing city staff pay structure and staff expectation. The City Manager stated the field employees, the departments developed that based on current model city is paying. Some of the other positions are more senior level positions. They match or are under what the city currently pays our senior people. City Manager will have a conversation with current employees because if they look at some of these positions and thinks city is spending a lot of money in these positions, they need to know there are market realities on what it takes to hire senior level specialized employees.
Councilmember Moore likes the expansion of the original chart proposed. It is important to understand we are hiring them thru the duration of ARPA funds. He hopes city can expand the officer's program and hope it will be grant funded. Merchant McIntyre continually looks for grant funding.
If the housing program manager is not hired the city residents and landlords will be on their own and city will have to direct them to the state websites for information. These are not current services city provides.
Vice Mayor Banks has concerns with using one-time monies that will have future cost impacts on city. Does city manager have concerns about the 7.5 position impact on budget we haven't accounted for. City Manager stated if you look at the third column which states city is not going keep them. At some point it will be up to Governing Body discretion whether to keep them. These positions will be advertised as permanent, but City Manager will explain to the applicants how the positions are structured thru ARPA funding. He hopes to be able to keep the positions through attrition.

Councilmember Javed: city is still in health crisis and Delta variant is out there. He would like to see the Public Health Coordinator or Mental Health Program Manager hired first to follow with Financial Manager and Housing Program Manager. We need them right now. We are coming out of post COVID with increase in domestic violence and suicide rates. Citizens might need help. He thinks IT support can wait. City Manager stated city already has a vacant part-time IT position he just didn't want to waste time advertising for part-time when you will consider full-time later.
City Manager stated there is 3.2 million total costs for staffing leaving a total 10.7million.

Staff Recommendations:

1. That the Governing Body authorize the City Manager to hire an ARPA Financial Compliance position utilizing ARPA Funds and incorporate this into the FY 22 Budget Amendment and Budget Appropriations request.

The premature motion from Councilmember Moore and Mensing was rescinded.

MOTION: Councilmember Amaya that the Governing Body authorize the City Manager to hire an ARPA Financial Compliance position utilizing ARPA Funds and incorporate this into the FY 22 Budget Amendment and Budget Appropriations request.
SECOND: Councilmember Mensing
VOTE: Yes: Amaya, Mensing, Banks, Hampton, Javed, Moore, Rishell

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2. That the Governing Body authorize the City Manager to advertise the six outlined ARPA positions for hiring starting immediately pending Governing Body ARPA Budget approval.

MOTION: Councilmember Moore moved that the Governing Body authorize the City Manager to hire the six outlined ARPA positions utilizing ARPA funds and incorporate this into FY22 budget amendments and appropriations request.
SECOND: Councilmember Mensing
VOTE: Yes: Moore, Mensing, Amaya, Banks, Hampton, Javed Rishell

3. That the Governing Body authorize the City Manager to hire an ARPA IT Help Desk Technician position utilizing ARPA Funds and incorporate this into the FY 22 Budget Amendment and Budget Appropriations request.

MOTION: Councilmember Mensing moved that the Governing Body authorize the City Manager to hire an ARPA IT Help Desk Technician position utilizing ARPA Funds and incorporate this into the FY 22 Budget Amendment and Budget Appropriations request.
SECOND: Councilmember Moore
VOTE: Yes: Mensing, Moore, Amaya, Banks, Hampton, Javed Rishell

9d. City Manager: ARPA FY21 Expenditures:

The City spent $54K+ on ARPA eligible vaccination support in FY 21 post March 2nd- unfortunately we can only expend ARPA funds for expenditures incurred post March 2nd (the City is applying for FEMA reimbursement for cost incurred prior to March 3rd, 2021, which is when Police had their expenditures for our mass vaccination clinics in January & February). Fire & Rescue, Parks & Rec, and Social Services continued their support (staff time) through the end of the Fiscal Year: Fire & Rescue: $3.6K+, Parks & Rec: $50K+, Social Services: $449. *Please note the above expenditures are all employee costs for supporting vaccination clinics. The City utilized CARES Act Funds for equipment support as preparation for vaccinations. The City Manager would like Governing Body permission to shift these charges from City General Ledger Codes to ARPA General Ledger Codes before we close our FY 21 Budget at the end of August. No appropriation adjustments would be needed as these expenditures were already part of our Appropriations request, we are simply shifting the funding source (from City Taxpayer Funds to ARPA funds).
Discussion followed on vaccinations and the possibility of giving incentives to get vaccinated.
Discussion followed on the $54K. Could this be put into reserves. At end of year when the City Manager comes back with budget reserves, Governing Body must decide what to do with the budget surplus.

STAFF RECOMMENDATIONS:

1. That the Governing Body authorize the City Manager to utilize American Rescue Plan Act Funds to cover City vaccination expenditures from March 3rd, 2021, through June 30th, 2021.

MOTION: Councilmember Amaya moved that the Governing Body authorize the City Manager to utilize American Rescue Plan Act Funds to cover City vaccination expenditures from March 3rd, 2021, through June 30th, 2021.
SECOND: Councilmember Mensing
VOTE: Yes: Amaya, Mensing, Banks, Hampton, Javed, Moore, Rishell

2. That the Governing Body direct the City Manager to incorporate these expenditures into the City's American Rescue Plan Budget.

MOTION: Councilmember Hampton moved that the Governing Body direct the City Manager to incorporate these expenditures into the City's American Rescue Plan Budget.
SECOND: Councilmember Amaya
VOTE: Yes: Hampton, Amaya, Banks, Javed, Mensing, Moore, Rishell

10. Manager Report:
Flags flying on poles will be placed on agenda in September.
Fourth of July report will be placed on agenda in September.

11. Closed Meeting State Code of Virginia Freedom of Information Act Subsection 2.2-3711a of the Code of Virginia: None
12. Return to Open Session & Certification

13. Adjournment: 10:03 pm:

MOTION: Councilmember Moore moved to adjourn at 10:03pm.
SECOND: Councilmember Amaya
VOTE: Yes Moore, Amaya, Banks, Hampton, Javed, Mensing, Rishell

Approved, September 7, 2021

_____
Jeanette Rishell, Mayor

_____
Lana Conner, City Clerk

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CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 8a

REQUESTING DEPARTMENT Manassas Park Governing Body

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Appointment to Manassas Park School Board

Manassas Park School Board has one vacancy due to resignation of Patricia Rhodes whose term expires June 30, 2022

Harmony L. Biscoe, 9300 Paul Drive
Leah M. Blackwell 9711 Handerson Place Unit 405
Carla Browning 9308 E. Carondelet Drive
Michael Rogers8643 Madera Court
Donald Shuemaker, 8644 Burnside Court
Shaunte Jones, 8503 Englewood Court

CITY MANAGER APPROVAL: **Approved:__ ____ Not Required:__x___**	_____ *Laszlo Palko City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:__x___**	_____ *Dean H. Crowhurst*

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 8b

REQUESTING DEPARTMENT Manassas Park Governing Body

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Appointment to Community Working Group

City received four applications:

Kenneth Lewis lewalbe7734@gmail.com
Laurie Miehm mpbandmom00-07@yahoo.com
John Bryson mjbrysonjr@icloud.com
Maria Siwek mzsiwek@gmail.com

CITY MANAGER APPROVAL: **Approved:__ ____ Not Required:__x___**	_____ *Laszlo Palko City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:__x___**	_____ *Dean H. Crowhurst*

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Office of the City Manager **AGENDA ITEM 9A**

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: 20th Anniversary of September 11

BACKGROUND: On the 20th anniversary of September 11, the City would like to host a commemoration event to honor the heroic acts of first responders, mourn the lives of victims, and honor the sacrifices of servicemembers and their families. The City has historically conducted this event, with the first commemoration taking place in 2002, the first anniversary of the attack, when the Governing Body adopted a resolution (R02-1000-920) designating September 11 as a Day of Heroes in the City of Manassas Park. Staff is seeking to reaffirm this Resolution for the 20th anniversary, and to continue recognizing September 11 as a Day of Heroes going forward.

This event was an interdepartmental planning effort that also included many community partners. We are grateful for the following community partners for their participation in this event: Delegate Roem's Office, Manassas Park Governing Body, Manassas Park City Schools, American Legion Post 10, All Saints Church, and Manassas Park Public Safety personnel.

A reminder to our residents: This event is open to the public. It is an outdoor event and seating is limited. Please plan for weather accordingly. The event will also be livestream to Facebook.

STAFF RECOMMENDATION: That the Governing Body approves the attached Resolution to commemorate the 20th anniversary of September 11 and to continue recognizing this day as a Day of Heroes in the City of Manassas Park.

CITY MANAGER APPROVAL: **Required:___x___ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:____x__**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1. *Resolution*

RESOLUTION 21-1000-
CITY OF MANASSAS PARK, VIRGINIA

MOTION: Councilmember SECOND: Councilmember
Date of Meeting September 7 2021

WHEREAS, the morning of September 11, 2001 was a normal quiet day in America, with people at work, at home and children at school; and

WHEREAS, Al Qaeda terrorists took control of four civilian airliners and proceeded to fly these planes into the World Trade Center towers in New York City, into the Pentagon in Arlington County and were attempting to fly the fourth airliner into one of the major government buildings in Washington, D.C.; and

WHEREAS, the attacks cost the lives of nearly three thousand people in New York City, forty-five on Flight 93 that crashed in Pennsylvania; and close to two hundred at the Pentagon; and

WHEREAS, through the brave actions of firefighters, paramedics, and police officers, and the military members and civilians in the buildings that were attacked, the lives of countless thousands of other Americans were saved; and

WHEREAS, there are numerous stories of heroes who risked their lives in bringing others to safety from the towering infernos of the World Trade Center and the burning embers of the Pentagon and those who gave their lives so that others might live; and

WHEREAS, the cowardly attack on the United States of America was unprovoked and caused great loss of innocent civilian and military lives; and

WHEREAS, the attack upon the United States by Al Qaeda terrorists on September 11, 2001 has served to remind all Americans of the great blessings of Freedom and Liberty that we enjoy as Americans; and

WHEREAS, it is the desire of the Governing Body of the City of Manassas Park to remember the tragedy and to honor those who lost their lives on September 11, 2001 and to honor those whose selfless commitment to serving others saved the lives of countless others on that day; and

WHEREAS, in the ensuing wars in Afghanistan and Iraq, the lives of many more in the military and other governmental agencies were lost, including the life of John Spann of Manassas Park who lost his life during the battle to free the people of Afghanistan from the Taliban and Al Qaeda;

NOW BE IT RESOLVED by the Governing Body of the City of Manassas Park, Virginia that:

The City of Manassas Park shall never forget those who lost their lives on September 11, 2001 in New York City, in Virginia and in Pennsylvania in an unprovoked attack on this country from Al Qaeda terrorists;

The City of Manassas Park shall never forget the valor of those who risked their lives that day and ensuing days to protect and serve others;

The City of Manassas Park shall never forget the loss of one of our residents, John Spann, in service to his country;

The City of Manassas Park shall never forget the living relatives of those who lost their lives on September 11, 2001 and in the ensuing wars;

The City of Manassas Park shall never forget those who serve in positions that protect our freedoms, our liberties and our lives including the United States military, and the thousands of police officers, firefighters and paramedics that serve communities like ours across this land.

BE IT FURTHER RESOLVED THAT:

On this 20th anniversary year, September 11 now and every year will be known as Day of Heroes in the City of Manassas Park, Virginia.

Approved September 7, 2021

_____
Jeanette Rishell, Mayor

_____
Lana A. Conner, City Clerk

AYES:
NAYS: None
ABSENT: None
ABSTAIN: None

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Fire and Rescue Department AGENDA ITEM 9B

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Ladder Truck Purchase Request

BACKGROUND: In 2003, the City of Manassas Park Fire and Rescue Department received a FEMA Assistance to Firefighters Grant (AFG) to purchase a new ladder truck. This grant was for $500,000 with City funds of $125,000 with added proffer funds of $125,000 from the Park Place Senior apartments during construction for the upgrade to a tower ladder aerial versus straight stick ladder. In 2004, the new tower ladder was delivered, and specialized training began to operate the new tower ladder. The need for a ladder truck within our city was a growing need as the city was starting to develop with large single-family homes, townhomes, a new 4 story senior citizen apartment complex, and new schools (Cougar). Over the years the city has continued to grow in property size as well as its overall population. The FTE count within the Fire and Rescue was not addressed. Zero added FTE positions over the last 11 years to go along with a 35% city overall population growth. A decision was recommended by the former City Manager in 2015 to sell what was a city owned asset currently to be valued at $1,000,000. It was sold in 2015 for a mere $330,000 to Norway, Maine Fire Department with all its specialized equipment as a package deal. At the time of selling this tower ladder, the city was well developed with large housing complexes, condominiums, Park Center, several large new schools, a new recreational center, and a 3 story police station. The need for this piece of specialized equipment was most definitely in place then and continues to be there today.

Currently, to replace the tower ladder we sold with a new one, the city is looking at spending 1.5M – 1.9M of taxpayer funding for the apparatus alone without addressing the cost for additional FTEs for staffing or the cost of regaining the specialized equipment. To accomplish this serious community need, we need to look at ways of finding a cheaper option until the city is all the way back financially and our new downtown development is helping to ease the tax base on its citizens. In speaking with the Fire Chief from Manassas City, I learned they are looking to sell their reserve tower ladder to make room for their new tower ladder designed for their old town district.

My staff has completed some research on the used tower ladder from Manassas. We have spoken with Finley Fire, which is the fire apparatus company that services not only Manassas City fire apparatus but our apparatus as well. Mr. Petrie stated “Early on the unit had issues with minor things such as door handles, compartment doors out of adjustment, and other accessory items. No drive train, suspension, or ladder issues. It’s a solid unit now, seeing how much they spent on it getting it right”. He went on to state “I see at least 8 – 10 good solid years of service delivery left in this unit, before you look to replace it”. By the end of this ladder trucks service to the city, I believe the city would be financially sound enough to replace it with a new model. This truck has received yearly services, annual aerial ladder testing, and ground ladder testing. I was able to recently review the service records for this tower ladder with Deputy Chief from Manassas City.

Currently out of all the independent cities within the Commonwealth of Virginia the City of Manassas Park is the only independent city not providing ladder truck services to its residents and businesses. The addition of a ladder truck within our community would provide us a resource tool to help ensure our mission of providing the upmost life safety and property saving conservation measures to this community. It also provides a solid chance of lowering the ISO rating.

This could be big for new businesses looking to move into our city, as we continue with our growth and development of the newest city in Northern Virginia. We currently continue to rely on Manassas City, Prince William County or Fairfax County to fill these needs for our city.

I truly believe the words that are displayed on every piece of city owned fire and EMS apparatus, Our City, Our Citizens, and most importantly Our Responsibility.

I do feel this would be a great opportunity for the city to purchase a ladder truck for a low price, while upgrading the service delivery to our community. I cannot see the city spending over a million dollars on a single piece of equipment until after we have that solid financial stability in place. For this reasoning, I truly believe purchasing this vehicle, that we know very well at a low price is showing fiscal responsibility for our taxpayers.

As the Fire Chief, I propose we purchase the tower ladder truck from City of Manassas for a cost of $294,900 with an allowance of $100,000 for required equipment using ARPA funding with no financial impact on the taxpayers or city budget. In researching the ARPA guidelines, I know this purchase would be allowed due to our staffing matrix of having a cross trained staff in both Fire and Emergency Medical Technicians. This truck would be carrying medical equipment to respond to many different types of medical calls as requested. Total Cost $394,900.

FINANCIAL IMPACT: **Total: $394,000**	Budgeted:	YES__ NO X_____
	Amount Budgeted:	$0
	Amount Spent:	$0
	Amount Requested:	$(394K)
	Budget Line Item:	ARPA Funding

STAFF RECOMMENDATION: That the Governing Body authorizes the City Manager to negotiate and sign the approved sale documents for the purchase of the 2014 Rosenbauer Ladder Truck from the City of Manassas for a price not to exceed $294,900 pending final review by City Attorney.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1. Fire Department Ladder Truck Presentation
2. 2013 Rosenbauer Listing Cover Sheet
3. 2013 Manassas Rosenbauer Original Pricing
4. 2013 Rosenbauer Ladder Current Certification

Fire & Rescue Department
Ladder Truck Proposal





Our City, Our Citizens,
Our Responsibility

Ladder Truck History

- *Purchased our original Ladder Truck in 2004 with funding from FEMA Grant, Proffer funding Park Place Sr. Apartments, and City funds ($750k).*
- *Staffing plan was laid out in 2004 with expectations of increasing staffing gradually until staffing goal was reached. Plan was abandoned after the 2009-10 recession.*
- *Ladder Truck helped lower the Insurance Services Offices (ISO) rating in 2009. (Received zero points in the 2017 ISO inspections).*
- *Ladder Truck played a key role in multiple calls within the city (Moseby Ridge Townhomes, Jessica Dr., Euclid Ave) and IHOP next door.*
- *Sold the unit in 2015 for $330K with equipment included.*

John Kelly stated the building (10' x 20' and 10.5' tall) material would be stone aggregate finish that is a wood stick structure with earth tones.
Item d: Nextel will abide by applicable state law.

MOTION: Councilmember Wren moved to approve lease and authorize Mayor to sign subject to final approval of City Attorney.
SECOND: Councilmember Privett
VOTE ROLL CALL: Yes: Wren, Privett, Brendel, Bunner, Correll, Slater

13h. Resolution 02-1000-919: Community Services Board (CSB):

MOTION: Councilmember Slater moved to approve contract approving the State Performance Contract for FY03 with noted correction: Manassas Park Governing Body instead of City Council.
SECOND: Councilmember Wren
Councilmember Slater asked for statistics from Community Services Board on the number of our citizens being served. The Board has always been a vital link in our service delivery. The City Manager will invite CSB to attend a September meeting to give a presentation on Board activities.
VOTE ROLL CALL: Yes: Slater, Wren, Brendel, Bunner, Correll, Privett

13i. Fire Engine-Authorization to Bid:

Captain Rick Grove gave Governing Body a copy of specifications for General City Requirements for one custom built Quint pumper/aerial combination. Funding will come from Emergency Preparedness Grant $500,000 and Lease-Purchase $200,000 in Capital Improvement Program. The City Manager stated this will enable the city to service larger structures in the city as well as give city better capability for next ten or fifteen years.

MOTION: Councilmember Wren moved to authorize the fire department to solicit bids toward the purchase of a Quint fire truck and place approval of grant at next meeting for Governing Body consideration.
SECOND: Councilmember Correll
The City received notice yesterday of the approval of the grant. There are requirements that city must do and City Manager will bring that Grant to Governing Body in September for approval. The actual cost of this piece of equipment is more than the $500,000 grant. Whatever is not covered by the grant, city will look at lease-purchase and the vendors have been asked to prepare proposals to do that. When the actual amount has been gotten, staff will ask for an appropriation of funds.
Councilmember Privett stated she was not in favor of the Quint until she did research on this piece of equipment. She visited other municipalities who have this equipment. She gave Captain Grove the information she has obtained on this piece of equipment. She thanked him for doing his homework.
Captain Grove stated they started on March 31st with six different demo units that came to station and conducted a presentation with final vendor presentation on August 14th. Fire department personnel have participated in apparatus evaluation.

New Truck Purchase Plan

- *Currently the City of Manassas has a reserved ladder truck for sale for $294,900. The truck has been advertised national through a used fire truck vendor Brindlee Mountain Fire Apparatus. This is the same vendor that sold our ladder truck for us in 2015.*
- *Purchase the reserved ladder truck from Manassas for $294,900. Using ARPA Funding.*



Manassas Ladder Truck Specifications

- *Rosenbauer Commander Chassis*
- *248”WB / 46’11” Overall Length*
- *Cummins ISX 500HP*
- *EVSA 4000 Allison Transmission*
- *Seating for 8 Personnel*
- *Safety Vision Backup Camera*
- *Chassis & Aerial Vogel Lube System*
- *10kW Harrison Generator*
- *Electric cord reels*
- *Amkus Ulitmate Rescue Tool System*
- *Platform Breathing Air System*



Ladder Truck Comparison

Old 2004 Ladder Truck



Proposed New 2013 Ladder



Difference Between Ladder Trucks

Rear Mount Aerial



Mid-Mount Aerial



Difference Between Manassas Ladder Trucks

Rear Mount Aerial

- *Gross Weight: 72,000*
- *Height: 11’ 8”*
- *Width: 9’ 2” / 19’ 2” With Outriggers Extended*
- *Length: 46’ 11”*
- *Ladder Length: 102’*
- *Bucket / Tower Weight Capacity 1,000 pounds*

Mid-Mount Aerial

- *Gross Weight: 80,800*
- *Height: 10’ 10”*
- *Width: 9’ 6”*
- *Length: 47’ 9”*
- *Ladder Length: 102’*
- *Bucket / Tower Weight Capacity 1,000 pounds*

Difference Between A Fire Engine and Fire Truck

Fire Engine



Fire Truck (Tower)



What does a Ladder Truck Do

Emergency Roles

- *Fire: Residential, Commercial, Industrial*
- *Rescue: Search for trapped victims, safely remove from windows, balcony's, rooftop, water towers, light towers, cell towers, and elevator rescues*
- *Fire ventilation: Open a ventilation path for the heat and toxic gases to escape to allow firefighters to extinguish the fire as well improve the air quality for any trapped victims for a better survivability rate.*
- *Inside Gas Leaks / Fire Alarm Activations*
- *Extrication: Remove trapped victims for different types of entanglements (auto or industrial related).*
- *High and Low Angle Rescue, Trench Rescue, Water Rescue*
- *Support EMS on multiple different call types.*

Specialized Equipment

- *Ground Ladders Multiple different lengths*
- *Extrication Equipment*
- *Rope and Rigging Equipment*
- *Stokes Basket for High, Low and Water Rescues*
- *Ventilation Fans*
- *Thermal Imaging Camera's for search and rescue*
- *Prying tools*
- *Chain Saws, Concrete Saws, Ventilation Saws*
- *The main ladder extends 102 feet in the air and is used for reaching the 6th & 7th floors in a high-rise building, along with providing a water tower for firefighting.*
- *Elevator keys and rescue tools*
- *EMS life saving equipment*

What does a Fire Engine Do

Roles

- *Fire: Residential, Commercial, Industrial*
- *Inside Gas Leaks / Fire Alarm Activations*
- *Outside Grass and Woodland Fires*
- *Auto Accidents*
- *Extrication: Assist the Ladder Truck and Rescue*
- *Public Service Incidents*
- *Respond on EMS calls with crossed trained personnel.*

Specialized Equipment

- *Carries multiple lengths of fire hose*
- *Water Tank with 500 / 750 gallons of water*
- *Water Pump with a pump capacity of 1500/2000 gpms*
- *FOAM class A or B*
- *Hand tools*
- *Trained Personnel to go into the building and extinguish the fire*
- *Various type of EMS emergency life saving equipment*

Northern VA Fire and Rescue Operations Response Matrix

UNIT	SINGLE FAMILY	TOWNHOUSE	STRIP SHOPPING / COMMERCIAL	APARTMENT	HIGH RISE	MID RISE
1ST E	Side A, Supply lines, Initial attack line, Command decision	Side A, Supply lines, Initial attack line, Command decision	Side A, Supply lines, Initial attack line, Command decision	Side A, Supply lines, Initial attack line, Command decision	Abandon apparatus, Entire crew inside, Check FACP, Identify floor, Identify attack stairwell	Side A, Determine to use Mid Rise or High Rise Guidelines, Check FCAP, Identify fire floor, Fire attack, Command Statement
2ND E	Water supply for first Engine, Backup line/line above	Water supply for first Engine, Backup line/line above	Water supply for first Engine, Backup line, FDC if on Side A	Water supply for first Engine, Second attack line or backup	Supply FDC, Check FACP for changes, Meet with first Engine for attack	Water supply, Second Line or back up line on fire floor
3RD E	Position for second water supply, Check for extension, Exposure line	Position for Side C coverage and second water supply, Check Side C, Check for extension, Exposure line	Position on Side C, Hoseline operation and support Rescue & Truck, FDC if on Side C. Exposure line	Position for Side C coverage & second water supply, Check for extension, Exposure line	Water supply to secondary FDC if present, Hose line to floor above first Engine	Side C, Side C report, Hose line to the floor above. FDC if present
4TH E	RIT Assure 360° size up is conducted and give a report to command	RIT Assure 360° size up is conducted and give a report to command	RIT Assure 360° size up is conducted (if possible) and give a report to command	RIT Assure 360° size up is conducted and give a report to command	RIT one floor below	RIT Assure 360° size up is conducted and give a report to command
5TH E	Water supply for 3rd Engine. Other Duties as assigned	Water supply for 3rd Engine Other Duties as assigned	Water supply for 3rd Engine on Side C. Other Duties as assigned	Water supply for 3rd Engine. Other Duties as assigned	Lobby control, Control elevators	Water supply for Side C, or Secondary water.
1ST T	Side A, Force entry, Search, Vent Ladders, Vent & utilities if after Rescue	Side A, Force entry, Search, Vent Ladders, Vent & utilities if after Rescue	Side A, Force entry, Search, Vent Ladders, Vent & utilities if after Rescue	Side A, Force entry, Search, Vent Ladders, Vent & utilities if after Rescue	Side A, Force entry, Driver to stay with unit, Crew with first Engine	Side A, Force entry, Locate fire w/ first Engine, Ladders, Vent & utilities if after Rescue
2ND T	Assure Side C is covered, IC's determination	Side C coverage	Side C, Roof access, Vertical vent	Side C coverage	Position for use at fire floor, Crew to floor with third Engine	Position opposite of first truck, proceed to floor above fire
1ST R	Position out of way, vent, force entry & search Ladders, vent & utilities if after Truck	Position out of way, vent, force entry & search Ladders, vent & utilities if after Truck	Position on Side C Primary responsible for gaining access to involved occupancy and immediate exposure	Position out of way, vent, force entry & search Ladders, vent & utilities if after Truck	Entire crew to the fire floor with the first Engine, Forcible entry,	Position out of the way, vent, force entry & search, vent & utilities, Evacuation of occupants, extension
1ST EMS	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab
2ND EMS	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab	Position for rapid egress Aid Station/Rehab
1ST BC	Assume command	Assume command	Assume command	Assume command	Assume command	Assume command
2ND BC	Command Post Assistant Safety Officer or other duties	Command Post Assistant Safety Officer or other duties	Command Post Assistant Safety Officer or other duties	Command Post Assistant Safety Officer or other duties	Fire floor Division Supervisor	Command Post Assistant Safety Officer or other duties

Truck Training Requirements

- *The Fire and Rescue Department goes above and beyond to provide a high level of Fire and EMS service delivery. This can be contributed to the number of training hours each team member is required to obtain.*
- *Training topics are specific to the roles and responsibilities of what piece of apparatus they may be assigned to. Engine company operations and truck company operations differ in the required training. Both serve different roles on the fire ground.*
- *Driver training for aerial operations is recommended under NFPA 1002.*
- *Driver Aerial Operator 40 hours*
- *Heavy Technical Rescue Module I 8 hours & Heavy Technical Module II 16 hours*
- *Rope I & II 64 hours*
- *Vehicle Extrication I & II 40 hours*
- *Departmental Release Policy*
- *Re-certification for all these training classes are performed on a regular basis*

NOVA Truck Operations Manuals

The following books are the baseline for what the Northern Virginia Region uses for the crew staffing a ladder truck:

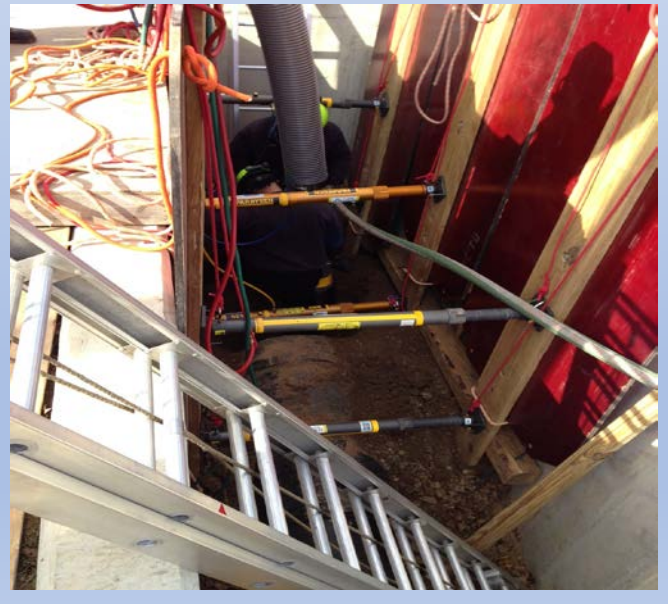
- *Truck Company Book 1 – a 70-page document that reviews truck company operations on the scene of incidents and the many types of construction that will be presented.*
- *Truck Company Book 2 – a 56-page document that review forcible entry into any type of structure and how to complete it safely.*
- *Truck Company Book 3 – a 26-page document that reviews how to utilize both ground and aerial ladders on the scene of an incident.*
- *Truck Company Book 4 – a 34-page document that reviews search and rescue techniques on the scene of a fire ground.*
- *Truck Company Book 5 – a 38-page document that reviews ventilation techniques to make operations more visible and to help to increase the survivability of personnel inside of a structure.*
- *High Rise Building Fires – a 72-page document that breaks down how to operate on the scene of an emergency inside of a high-rise building.*
- *Mid-Rise Building Fires - a 66-page document that breaks down how to operate on the scene of an emergency inside of a mid-rise building*





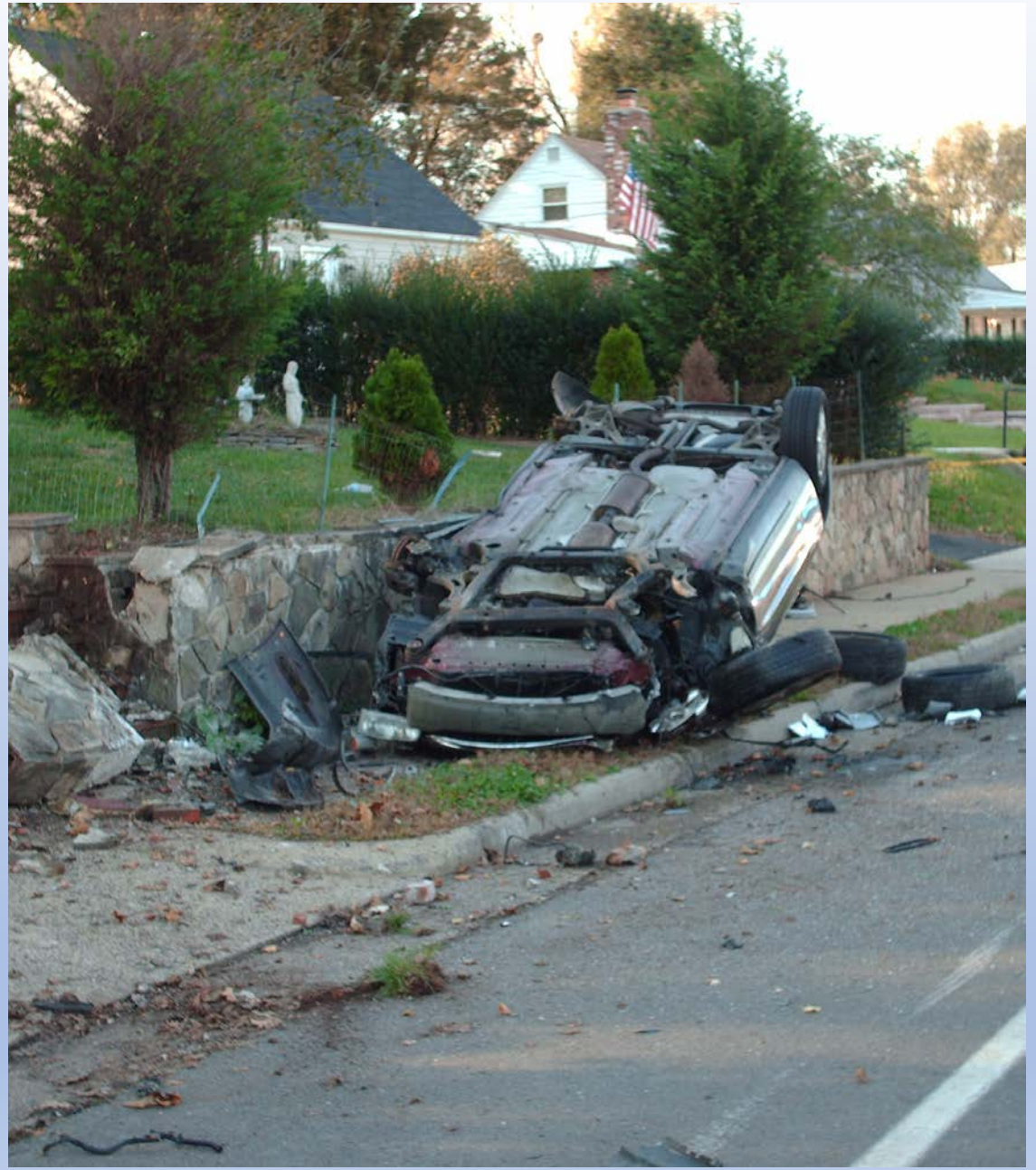




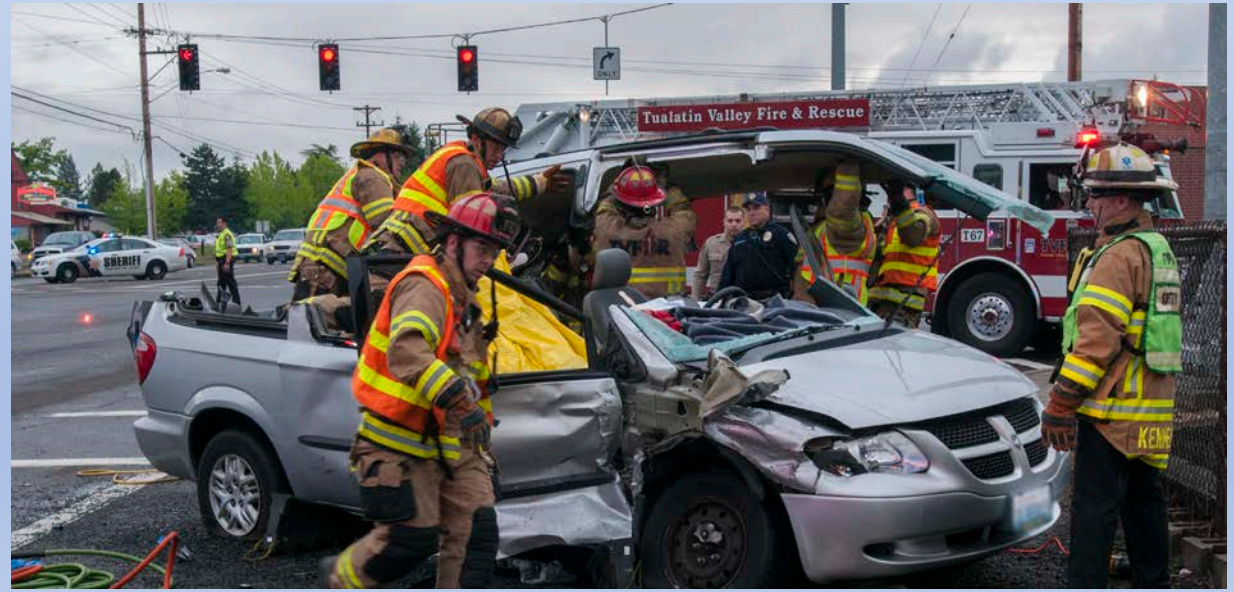






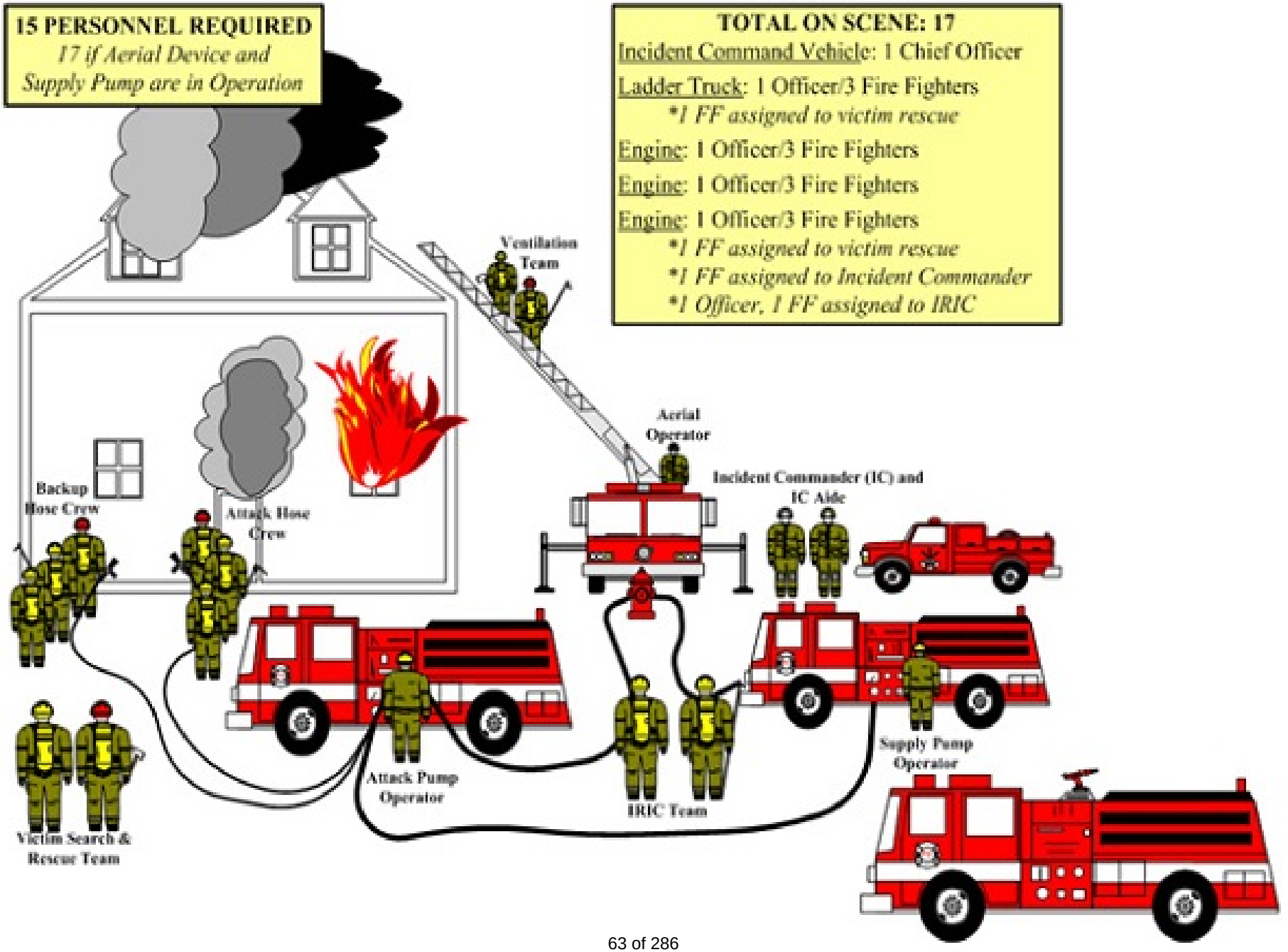



SPEED LIMIT 25
QUINT
509


Tualatin Valley Fire & Rescue
SHERIFF

Recommended Staffing Levels

- *NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.*
- *This standard specifies requirements for effective and efficient organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments to protect citizens and the occupational safety and health of fire department employees.*
- *Proper staffing does influence the effectiveness of the firefighting force during emergency situations.*
- *https://www.youtube.com/watch?v=LBB2etMr0HQ*


15 PERSONNEL REQUIRED
17 if Aerial Device and
Supply Pump are in Operation
TOTAL ON SCENE: 17
Incident Command Vehicle: 1 Chief Officer
Ladder Truck: 1 Officer/3 Fire Fighters
*1 FF assigned to victim rescue
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
Engine: 1 Officer/3 Fire Fighters
*1 FF assigned to victim rescue
*1 FF assigned to Incident Commander
*1 Officer, 1 FF assigned to IRIC
Ventilation Team
Aerial Operator
Incident Commander (IC) and IC Aide
Backup Hose Crew
Attack Hose Crew
Attack Pump Operator
IRIC Team
Supply Pump Operator
Victim Search & Rescue Team

Fire and Rescue Staffing Levels Comparison

Area Fire Department Staffing Levels

- *Fairfax City- **63** operational staffing FTEs with a population of an estimated 24,019 operating out of 2 fire stations (staffing 2 Engines, Ladder Truck, 2 Medic units, and 1 Battalion Chief).*
- *Manassas City- **62** operational staffing FTEs with an estimated population of 41,174 operating out of 2 fire stations (staffing 2 Engines, Ladder Truck, 2 Medic units, and 1 Battalion Chief).*
- *City of Winchester- **65** operational staffing FTEs with a population of 28,078 operating out of 3 fire stations (3 Engines, Ladder Truck, 3 Medic units, and 1 Battalion Chief).*
- *City of Fredericksburg- **56** operational staffing FTEs with a population of 25,691 operating out of 2 fire stations (2 Engines, Ladder Truck, 2 Medic units, and 1 Battalion Chief).*

Manassas Park Fire Depart. Staffing Levels

- *Manassas Park- **24** approved FTEs in operations. Currently operating at 26 with 2 over hires to assist with turnover.*
- *Operations consist of staffing for 1 Engine, 1 Medic and 1 Battalion Response capabilities operating out of a single fire station.*

Manassas Park is the only Virginia City that does not have a Ladder Truck (not counting Falls church who contracts with Arlington)

How do we get to the Proper Staffing Levels

- *Current staffing levels are at minimal daily for the Engine, Medic and Battalion Response Matrix.*
- *We have 24 approved operational positions.*
- *Staffing consist of 8 personnel per shift, this needs to increase to 12 personnel per shift.*
- *We need to look at how to add 12 – 15 additional positions over the next several years.*
- *No new added positions since 2010 with a city growth rate of 35% over the last 10 years.*
- ***We can continue applying for the FEMA SAFER grants for these required positions, plus look at ways through the budgeting process and explore how part-time employees would help reach these required appropriate staffing levels.***
- *The Fire & Rescue Department understands that the city faces many different financial needs and request. We know this will take time to fix the staffing issues and will do whatever we can to support the response of this unit until the staffing goals are accomplished.*


509
MANASSAS PARK 9




MANASSAS PARK 9


MANASSAS PARK 9
WILSON WY

Ladder Truck Summary

- *We need to start addressing excellent ladder truck service delivery for our citizens. Receiving automatic aid for PWC or Manassas City is not the same as customer service our staff provides to our citizens and business owners.*

- *A residential fire doubles in intensity every 10-30 seconds and can reach temperatures in excess of 1,000 degrees Fahrenheit. Before entering a burning building, firefighters need to create ventilation paths by breaking windows or punching holes in the roof. It's one of the first things firefighters do when they get to the scene of a building fire, and if the building is more than 1 story, they need a ladder to do it.*
- *There are reasons why having an aerial ladder truck as part of your fleet is important, the most obvious being speedy rescues. If you're trapped on the second story of a burning building, you certainly want to see an aerial ladder truck pulling up to the scene. But there are less obvious reasons, too. At least they're less obvious to those of us who aren't firefighters.*
- ***The Size of Your Fire Department**: A big misconception in the fire service, when it comes to the fireground, is that the size of the fire department changes what needs to be done. That's not true. The size of the department changes what can be done in a certain time period (based on staffing, equipment and resources), but it takes the same skills to put a fire out in a small or large department.*
- *Can you put a price tag on saving one single life?*
- *Being Fiscally Responsible by purchasing a known used ladder truck for $294,900 and understanding that it will take 12-24 months for adequate training and personnel to be in place before it goes into service. Having an understanding the city cannot purchase a 1M dollar truck with its need to address staffing as well.*

2013 Rosenbauer Commander 101' Platform

REDUCED PRICE!

$294,900





18 +

Download Images

Print Listing

Email Listing

Add to Favorites

Truck Type	Used Aerials, Ladder Trucks and Quints;Towers and Platforms
Manufacturer	Rosenbauer
Year Built	2013
Mileage	46,801
Location	USA - Northeast
Stock #	13299
Price	$294,900

APPARATUS CONTRACT CHANGE ORDER

C.W. Williams
Fire Equipment Specialists

DATE: 1/9/2013

SO# 7349 / 16133

CUSTOMER: *City of Manassas*

Previous Contract Total: **$1,268,946.00**

CODE	QTY	DESCRIPTION	PART NUMBER	PRICE	UNIT	TOTAL
C	1	Changes to Aerial Device per Attached		20733.00		20733.00
C	1	Changes to Pumper Device per attached		9247.00		9247.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00

TOTAL CHANGES: **$29,980.00**

NEW CONTRACT TOTAL: $1,298,926.00

Authorized Signatures:

CUSTOMER DATE

DEALER DATE

Distribution: Contract File
Sales Contract File
Customer

revised Mar. 2004

MISTRAS Services Division
Asset Protection Solutions

ACCREDITED
CERTIFICATE #4096.01
ISO 17020:2012

CERTIFICATION OF INSPECTION
AERIAL LIFT DEVICE

Certification Number: **BL1416-40921902**

Owner:	**City of Manassas Fire and Rescue Department**
Address:	**9322 Centreville Rd., Manassas, VA 20108**
Type of Unit:	**Rosenbauer**
Year:	**2013**
Serial Number:	**7349**
Owner's ID Number:	**Tower 501**
Boom Type:	**101' 3-sec PLTF**

I certify that on, **April 7, 2021** the above described device was inspected and tested in reference to NFPA 1911 to include the 5 year Non-Destructive Testing.

Complete test results are recorded in the Mistras Group Inc. Aerial Lift Device inspection report number **BL1416-40921902.**

The effectiveness of such certification shall in no event exceed one-year from the above date.

Inspector: **Brian Wharton** Digitally signed by Brian Wharton Date: 2021.04.19 15:51:24 -04'00'

Company Official: *James E. Glatts*

1480 James Parkway | Heath, OH 43056 | Phone: (800) 333-8629 | Fax: (740) 788-9189

580T-FORM-001 Rev. 3

Job Number: BL1416-40921902 Inspection Date: 4/7/2021

Fire Department: City of Manassas Fire and Rescue Department
Address: 9322 Centreville Rd., Manassas, VA 20108

Persons Contacted: Lieutenant Jamie Jewett
Chief:
Operator: Brian Wharton

Manufacturer: Rosenbauer
Year of Manufacture: 2013
Chassis:
Manufacturer: Rosenbauer
Chassis S/N: 54F3DF604DWM10477
Aerial S/N: 7349
Engine:
Manufacturer: Detroit Diesel
Model Number: Series 60
GVW:
Front: 10342
Rear: 27215
Rear Tandem:
Weather Conditions:
Temperature: 57 Degrees
Wind: 7 MPH

Model Number: 101' 3-sec PLTF

Unit:
Number: Tower 501 (FS18)
Mileage: 56074
Hour Meter Reading: Eng: 6527 Aerial: 297
Transmission:
Manufacturer: Allison
Model Number: 4000 EVS
Platform:
Type: 101' 3-sec PLTF
Material: Steel

Inspector: Brian Wharton Digitally signed by Brian Wharton Date: 2021.04.19 15:49:45 -04'00'

			Accept	See Notes	N/A
1.0	**Service Records**				
	1.1	The telescopic platform's service records shall be checked for any reports that may indicate defective conditions.	☒	☐	☐
2.0	**Rotation Bearing Mounting Bolts**				
	2.1	Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	2.2	Using a properly calibrated torque wrench, verify that the bolt torque on all accessible bolts meets the apparatus manufacturer's specifications.	☒	☐	☐
NDT	2.3	Inspect all accessible bolts for internal flaws.	☐	☐	☒
3.0	**Torque Box Mounting To Frame**				
	3.1	If the torque box is bolted to the frame, inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	3.2	Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specification, if the torque box is bolted to the frame.	☒	☐	☐
	3.3	If the torque box is welded to the frame, visually inspect all accessible attaching welds for fractures.	☒	☐	☐
NDT	3.4	If the torque box is bolted to the frame, inspect all bolts for internal flaws. If the torque box is welded to the frame, inspect all accessible attaching welds.	☐	☐	☒
4.0	**Tractor-Drawn Components Mounted to Frame**				
	4.1	If tractor-drawn components are bolted to the frame, the mounting of the tractor-drawn components to the frame shall be inspected as follows:			
		4.1.1 Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
		4.1.2 Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specifications.	☒	☐	☐
NDT		4.1.3 Inspect all bolts for internal flaws.	☐	☐	☒
	4.2	If tractor-drawn components are welded to the frame, the mounting of the tractor-drawn components to the frame shall be inspected as follows:			
		4.2.1 Visually inspect all accessible attaching welds for fractures.	☒	☐	☐
NDT		4.2.2 Inspect all accessible attaching welds.	☐	☐	☒
5.0	**Suspension System.**				
	5.1	If the suspension system components are bolted to the frame, the mounting of the suspension system components to the frame shall be inspected as follows:			
		5.1.1 Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
		5.1.2 Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specifications.	☒	☐	☐
		5.1.3 Inspect all bolts for internal flaws.	☒	☐	☐

			Accept	See Notes	N/A
	5.2	If the suspension system components are welded to the frame the mounting of the suspension system components to the frame shall be inspected as follows:			
		5.2.1 Visually inspect all accessible attaching welds for fractures	☒	☐	☐
		5.2.2 Inspect all accessible attaching welds.	☒	☐	☐
6.0	**Rotation Gear And Bearing**				
	6.1	Inspect the rotation gear for missing or damaged teeth, pinion-to-gear alignment, proper lubrication and backlash.	☒	☐	☐
	6.2	Record the inner-bearing race to outer bearing race clearance, if accessible, in accordance with the bearing manufacturer's procedures, and compare the clearance to the bearing manufacturer's specifications.	☒	☐	☐
7.0	**Rotation Gear Reduction Box Mounting**				
	7.1	If the reduction box 'is bolted to the turntable inspect all bolts for the proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	7.2	If the reduction is bolted to the turntable, Using a calibrated torque wrench, verify that the torque on all bolts meets the apparatus manufacturer's specification.	☒	☐	☐
	7.3	Visually inspect all accessible weldments for defects and welds for fractures.	☒	☐	☐
NDT	7.4	If the reduction box is bolted to the turntable, inspect all accessible bolts for internal flaws.	☐	☐	☒
NDT	7.5	If the reduction box is welded to the turntable, inspect all accessible reduction box attaching welds.	☐	☐	☒
8.0	**Turntable Structural Components**				
	8.1	Visually inspect all accessible turntable structural weldments for defects and welds for fractures.	☒	☐	☐
NDT	8.2	Inspect all accessible turntable structural component welds.	☐	☐	☒
9.0	**Rotation Hydraulic Swivel**				
	9.1	Inspect the swivel for external hydraulic fluid leakage.	☒	☐	☐
	9.2	If applicable, check for indications of moisture in the electronic chamber by visually inspecting the desiccant moisture indicators.			
10.0	**Hydraulic Lines and Hoses in Turntable**				
	10.1	Inspect all hydraulic lines and hoses for kinks, cuts and abrasions, and hydraulic fluid leakage at connectors and fittings.	☐	☐	☐
11.0	**Elevation, Extension and Rotation**				
	11.1	Inspect the manual valve on the elevation, extension and rotation locks for external hydraulic fluid leakage.	☒	☐	☐
	11.2	Test the manual valve elevation lock for proper operation by engaging the lock and then attempting to raise and lower the ladder with the main hydraulic system operating. No detectable movement shall occur as determined by visual inspection.	☒	☐	☐
	11.3	Test the manual valve extension lock for proper operation by engaging the lock and then attempting to extend or retract the ladder with the main hydraulic system operating. No detectable movement shall occur as determined by visual inspection.	☒	☐	☐

		Accept	See Notes	N/A
	11.4 Test the manual valve rotation lock for proper operation by engaging the lock and attempting to rotate the turntable clockwise and counterclockwise with the main hydraulic system. The movement shall not exceed the manufacturer's specifications.	☒	☐	☐
12.0	**Signs**			
	12.1 Ensure that all signs are in place and legible.	☒	☐	☐
13.0	**Power Takeoff (PTO)**			
	13.1 Inspect the power takeoff for external hydraulic fluid leakage, proper operation (engagement and disengagement) and warning light inside the cab.	☒	☐	☐
14.0	**Hydraulic Pump**			
	14.1 Inspect the hydraulic pump for external hydraulic fluid leakage.	☒	☐	☐
15.0	**Collector Rings**			
	15.1 Inspect the collector rings for foreign material buildup on rings, if accessible.	☐	☐	☒
	15.2 If accessible, inspect the collector ring terminals for damage.	☐	☐	☒
	15.3 Conduct tests to ensure the proper operation of the collector rings by rotating the aerial device while electric-powered devices are in operation.	☐	☐	☒
16.0	**Elevation Cylinder Anchor Ears and Plates**			
	16.1 Visually inspect the elevation cylinder anchor ears and plates for defects and attaching welds for fractures.	☒	☐	☐
NDT	16.2 Inspect the elevation cylinder anchor ears and plate attaching welds.	☐	☐	☒
17.0	**Elevation Cylinder Pins**			
	17.1 Inspect the cylinder pins for alignment, proper installation, lubrication, operation and retention.	☒	☐	☐
NDT	17.1 Inspect cylinder pins for internal flaws.	☐	☐	☒
18.0	**Elevation Cylinders**			
	18.1 Inspect the cylinder rods for pitting, scoring and other defects.	☒	☐	☐
	18.2 Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
	18.3 With the hydraulic oil at ambient temperature, subject the cylinders to a drift test by placing the aerial device at a 60 degree elevation, full extension, marking the cylinder position, closing manually operated locking valves, and allowing the device to stand for one (1) hour with the engine off. The results of such a test shall not exceed the manufacturer's specifications for allowable cylinder drift.	☒	☐	☐
19.0	**Holding Valves on Elevation Cylinders**			
	19.1 Inspect the holding valves for external hydraulic fluid leakage.	☒	☐	☐

		Accept	See Notes	N/A
20.0	**Operating Controls**			
	20.1 Inspect the operating controls for missing or damaged control handles, proper identification and hydraulic fluid leakage.	☒	☐	☐
	20.2 Verify that the controls operate smoothly, return to neutral position when released and do not bind during operation.	☒	☐	☐
	20.3 If interlocks have been provided or are required to prevent unintentional operation of the aerial device, verify that the interlocks or locking devices are operating properly.	☒	☐	☐
21.0	**Load Limit Indicators**			
	21.1 Inspect the load limit indicators for proper operation and legibility.	☒	☐	☐
22.0	**Emergency Hand Crank Controls**			
	22.1 Inspect the hand crank control for proper operation.	☐	☐	☒
23.0	**Auxiliary Hydraulic Power**			
	23.1 Inspect the auxiliary hydraulic power for proper operation.	☒	☐	☐
24.0	**Turntable Alignment Indicator**			
	24.1 Verify the presence of a turntable alignment indicator.	☒	☐	☐
25.0	**Throttle Control**			
	25.1 Verify that the throttle control is operable and record the operating RPM using a tachometer or a revolution counter (if so equipped) and a stopwatch.	☒	☐	☐
26.0	**Communications System**			
	26.1 Inspect the communication system for proper installation and proper operation.	☒	☐	☐
27.0	**Relief Hydraulic Pressure**			
	27.1 Verify that the main pump relief hydraulic pressure does not exceed the manufacturer's specifications.	☒	☐	☐
28.0	**Unit Main Frame**			
	28.1 Visually inspect the main frame for any cracks, bends, dents, twists or other weldment defects and any welds for fractures.	☒	☐	☐
NDT	28.2 Inspect all accessible main frame welds.	☐	☐	☒
29.0	**Transmission/Aerial Device Interlocks**			
	29.1 If interlocks are provided that prevent operation of the aerial device until the chassis spring brakes have been set and the transmission is properly disengaged, verify that the interlocks are operating properly.	☒	☐	☐
30.0	**Engine Speed Interlocks**			
	30.1 If interlocks are provided that allow operation of the engine speed control only after the spring brakes have been set and the transmission is properly positioned, verify that the interlocks are operating properly.	☒	☐	☐

			Accept	See Notes	N/A
31.0	**Breathing Air Systems**				
	31.1	Verify that the breathing air system is properly installed including the integrity of the air cylinder mounting, the regulator and the air lines from the air cylinder(s) to the top of the aerial device.	☒	☐	☐
	31.2	Verify that all the component parts of the system are present and in serviceable condition.	☒	☐	☐
	31.3	Visually inspect the air cylinder mounting brackets for defects and weld for fractures.	☒	☐	☐
NDT	31.4	Inspect all accessible welds on air cylinder mounting brackets.	☐	☐	☒
	31.5	Check that the air pressure regulator is set at the apparatus manufacturer's recommended pressure.	☒	☐	☐
32.0	**Stabilizer Structural Components**				
	32.1	Visually inspect all stabilizer components for defects and weld for fractures.	☒	☐	☐
NDT	32.2	Inspect all stabilizer structural component welds.	☐	☐	☒
33.0	**Stabilizer Pads**				
	33.1	Verify that the stabilizer pads are present, of proper construction and in serviceable condition.	☒	☐	☐
34.0	**Stabilizer Mounting to Frame or Torque Box**				
	34.1	Visually inspect the stabilizer to frame or torque box attachment for defects such as weld cracks, dents and bends.	☒	☐	☐
NDT	34.2	If welded, inspect the stabilizer to frame or torque box mounting welds.	☐	☐	☒
	34.3	If bolted, inspect all bolts for proper fastener grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	34.4	Verify that the torque on all bolts meets the apparatus manufacturer's specification using a properly calibrated torque wrench.	☒	☐	☐
NDT	34.5	Inspect all bolts for internal flaws.	☐	☐	☒
35.0	**Hydraulic Lines And Hoses In Stabilizer System**				
	35.1	Inspect the hydraulic hose lines for kinks, cuts and abrasions and leakage at connector and fittings.	☒	☐	☐
36.0	**Stabilizer Interlock and Warning Device**				
	36.1	Verify that the interlock system is operating properly.	☒	☐	☐
37.0	**Stabilizer Extension Cylinder Pins and Hinge Pins**				
	37.1	Inspect all stabilizer cylinder pins and hinge pins for proper installation, lubrication, operation and retention.	☒	☐	☐
NDT	37.2	Inspect all stabilizer pins and hinge pins for internal flaws.	☐	☐	☒

		Accept	See Notes	N/A
38.0	**Stabilizer Extension Cylinder**			
38.1	Inspect the stabilizer extension cylinder rods for pitting and scoring and other defects.	☒	☐	☐
38.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
38.3	With the hydraulic oil at ambient temperature, and with the stabilizer's cylinders properly set, measurements shall be taken to determine the amount of drift present in one (1) hour with the engine off. The results shall not exceed the manufacturer's specifications for allowable stabilizer cylinder drift.	☒	☐	☐
39.0	**Holding Valves On Extension Cylinders**			
39.1	Inspect the holding valves for external leakage.	☒	☐	☐
40.0	**Operating Controls**			
40.1	Verify that the controls operate smoothly, return to the neutral position (if designed to do so) when released, do not bind during operations and are free of hydraulic fluid leakage.	☒	☐	☐
40.2	If interlocks have been provided or are required to prevent unintentional operation of the aerial device, verify that the interlocks or locking devices are operating properly.	☒	☐	☐
41.0	**Diverter Valve**			
41.1	Inspect the diverter valve for external hydraulic fluid leakage.	☒	☐	☐
42.0	**Positive Stops And Alignment**			
42.1	Inspect the mechanical stabilizers for proper operation of the positive stops to prevent over extension	☒	☐	☐
43.0	**Stabilizer Deployment**			
43.1	If the stabilizer system is hydraulically operated, verify that the system can be deployed within the 90 seconds.	☒	☐	☐
44.0	**Manual Spring Locks**			
44.1	Inspect the condition and operation of stabilizer manual spring locks for stowed power.	☒	☐	☐
45.0	**Tractor Spring Lockout Device**			
45.1	Inspect the spring lockout device for any discontinuities and for proper operation.	☒	☐	☐
46.0	**Aerial Ladder Weldments**			
46.1	Visually inspect all accessible aerial ladder weldments for defects and welds for fractures.	☒	☐	☐
46.2	Inspect all accessible welds on the ladder.	☒	☐	☐
47.0	**Aerial Ladder Fasteners**			
47.1	All aerial ladder structural fasteners and fastened connections shall be visually inspected for cracked fasteners and material cracks around the fasteners.	☒	☐	☐

			Accept	See Notes	N/A
48.0	**Ladder Section Alignment**				
	48.1	Measurements shall be taken to determine the amount of ladder section twist or bow in the aerial ladder. Results shall not exceed manufacturer's specification for allowable ladder section twist, bow or side play.	☒	☐	☐
49.0	**Hydraulic, Pneumatic and Electrical Lines In Ladder Sections**				
	49.1	Inspect all lines for proper mounting, wear, cracking, kinks and abrasions. Frame designated by the aerial device manufacturer.	☒	☐	☐
50.0	**Modifications or Unauthorized Repairs**				
	50.1	Inspect the aerial ladder for modifications or repairs unauthorized by the manufacturer.	☒	☐	☐
51.0	**Top Rails**				
	51.1	Inspect the top rails for straightness or any signs of misalignment.	☒	☐	☐
NDT	51.2	Hardness reading shall be taken intervals of 28" (710mm) or less along the entire length of both top rails of aluminum ladders. Results of this test shall be compared with the manufacturer's specifications for the hardness of the material used for construction of the top rail.	☐	☐	☒
52.0	**Base Rails**				
	52.1	Inspect the base rail for straightness and any signs of wear, ironing, dents and corrosion.	☒	☐	☐
	52.2	Inspect the bottom of all hollow I-beam base rails to determine the thickness of the rail. Results shall be not less than the manufacturer's minimum specifications.	☒	☐	☐
	52.3	Hardness reading shall be taken intervals of 28" (710mm) or less along the entire length of both base rails of aluminum ladders. Results of this test shall be compared with the manufacturer's specifications for the hardness of the material used for construction of the base rail.	☒	☐	☐
53.0	**Rungs**				
	53.1	Inspect all rungs of the aerial ladder for straightness, damaged or loose rung covers and rung cap castings, and signs of cracks or missing rivets, if applicable.	☒	☐	☐
54.0	**Rollers**				
	54.1	Inspect all rollers for proper lubrications, operation and any signs of wear.	☒	☐	☐
55.0	**Guides, Wear Strips, Pads And Slide Blocks**				
	55.1	Visually inspect the guides for cracked welds; lose rivets alignment and any irregularities. Inspect wear strips, pads and slide blocks for wear, gouging and proper mounting.	☒	☐	☐
56.0	**Extension Sheaves**				
	56.1	Inspect all sheaves for signs of wear, free movement during operation, proper retainers and lubrication.	☒	☐	☐
	56.2	Visually inspect all extension sheave mounting brackets for defects and welds for fractures.	☒	☐	☐
	56.3	Inspect all welds of extension sheave mounting brackets.	☒	☐	☐

		Accept	See Notes	N/A
57.0	**Extension Cables**			
57.1	Inspect extension/retraction cables to assure proper tension in accordance with manufacturers recommendations.	☒	☐	☐
58.0	**Extension/Retraction Motor**			
58.1	Inspect the extension/retraction motor for signs of external hydraulic fluid leakage and, where applicable, brake wear, and brake alignment with the shaft.	☒	☐	☐
59.0	**Cable Separation Guide**			
59.1	During operation of the aerial ladder, visually inspect the cable separation guide for free travel and any signs of misalignment.	☒	☐	☐
60.0	**Winch Holding Capacity**			
60.1	Inspect the winch for holding capacity by fully elevating the aerial ladder and extending it 10 feet (3 m). Winch slippage shall be measured for a five-minute period. Slippage shall not exceed manufacturer's specification.	☒	☐	☐
61.0	**Brake Holding Capacity**			
61.1	Inspect the brake holding capacity of the extension motor by fully elevating the aerial ladder and extending it 10 feet (3m). Brake slippage shall be measured for a five-minute period. Slippage shall not exceed manufacturer's specification.	☒	☐	☐
62.0	**Extension And Elevation Indicators**			
62.1	Inspect the elevation and extension indicators for legibility, clarity and accuracy.	☒	☐	☐
63.0	**Ladder Cradle**			
63.1	Inspect the aerial ladder cradle for wear and proper alignment.	☒	☐	☐
64.0	**Ladder Bed Lock**			
64.1	Inspect the ladder bed lock mechanism and hydraulic lines for proper mounting, signs of wear and hydraulic fluid leakage at fittings.	☒	☐	☐
65.0	**Stop Mechanism**			
65.1	Inspect stop mechanisms to ensure that they prevent over extension or over retraction of the aerial ladder.	☒	☐	☐
66.0	**Maximum Extension Warning Device**			
66.1	During operation of the aerial ladder, verify the proper operation of the audible device to warn of the approach to maximum extension.	☒	☐	☐
67.0	**Ladder Illumination**			
67.1	Inspect the operation of the lights that are used to illuminate the aerial device.	☒	☐	☐
68.0	**Extension Cylinder Anchor Ears and Plates**			
68.1	Visually inspect the extension cylinder anchor ears and plates for defects and the attaching welds for fractures.	☒	☐	☐
68.2	Inspect the attaching welds of the extension cylinder anchor ears and plates.	☒	☐	☐

			Accept	See Notes	N/A
69.0	**Extension Cylinder Pins**				
	69.1	Inspect the cylinder pins for proper installation and retention.	☒	☐	☐
	69.2	Inspect the cylinder pins for internal flaws.	☒	☐	☐
70.0	**Extension Cylinder(s)**				
	70.1	Inspect the cylinder rods for pitting, scoring and other defects.	☒	☐	☐
	70.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
	70.3	With the hydraulic oil at ambient temperature, subject the cylinder(s) to drift by placing the aerial device at a 60 degree elevation, full extension, marking the cylinder piston or the second section in relation to the base section, and allowing the ladder to stand for one hour with the engine off. The results shall not exceed the manufacturer's specifications for allowable cylinder drift.	☒	☐	☐
71.0	**Holding Valves on Extension Cylinder**				
	71.1	Inspect the holding valves for external and internal hydraulic fluid leakage.	☒	☐	☐
72.0	**Platform Mounting Brackets**				
	72.1	Visually inspect all platform mounting brackets for defects such as weld cracks, dents or bends.	☒	☐	☐
NDT	72.2	Inspect all welds in the platform mounting brackets.	☐	☐	☒
NDT	72.3	Inspect all bolts and pins structurally involved with the platform mounting to the ladder or boom for internal flaws.	☐	☐	☒
73.0	**Platform**				
	73.1	Visually inspect platform for defects, such as weld cracks, dents, or bends.	☒	☐	☐
NDT	73.2	Inspect all welds on platforms.	☐	☐	☒
74.0	**Hydraulic, Pneumatic, and Electrical Lines in Platform**				
	74.1	Inspect all lines for proper mounting, wear, cracking, kinks, and abrasions.	☒	☐	☐
75.0	**Auxiliary Winch Mounting**				
	75.1	Inspect all mounting bolts for proper grade and installation as specified by the apparatus manufacturer.	☐	☐	☒
	75.2	Using a calibrated torque wrench, verify that the torque on all winch mounting-bolts meets the apparatus manufacturer's specifications.	☐	☐	☒
	75.3	If welded, visually inspect the winch mounting for weld fractures.	☐	☐	☒
NDT	75.4	Inspect the mounting bolts for internal flaws.	☐	☐	☒
NDT	75.5	If brackets are welded, inspect all welds on mounting brackets.	☐	☐	☒
76.0	**Winch Control**				
	76.1	Inspect controls for proper identification as to function and operation.	☐	☐	☒
	76.2	Verify smooth operations of the winch controls.	☐	☐	☒
77.0	**Platform Load Capacity Identification**				
	77.1	Verify that the proper platform capacity identification plate exists and is legible.	☒	☐	☐

			Accept	See Notes	N/A
78.0	**Platform Gate Latches And Hinge Points**				
	78.1	Inspect the platform gate latches for proper alignment and the latch and hinges for smooth operation.	☒	☐	☐
79.0	**Platform Hinge Pins**				
	79.1	Inspect platform hinge pins for proper installation, lubrication, and any irregularities.	☒	☐	☐
NDT	79.2	Inspect the platform's hinge pins for internal flaws.	☐	☐	☒
80.0	**Platform Controls**				
	81.1	Inspect the platform operating controls for identification of functions, posted operating instructions, and warnings.	☒	☐	☐
	81.2	Verify that the controls operate smoothly, return to neutral when released, and do not bind during operation.	☒	☐	☐
	81.3	Verify that the turntable or lower controls will over-ride the platform controls.	☒	☐	☐
82.0	**Unauthorized Modifications And Added Weight**				
	82.1	Verify that no unauthorized modifications or extra equipment have been added to the platform without subtracting the weight of such from the platform net operation capacity.	☒	☐	☐
83.0	**Platform Monitor And Nozzle**				
	83.1	Inspect the complete operation of the platform monitor and nozzle.	☒	☐	☐
	83.2	Inspect the monitor's mounting brackets for any defects and welds for fractures.	☒	☐	☐
84.0	**Platform Leveling Cylinders**				
	84.1	Inspect the cylinder rod(s) for pitting, scoring, and other defects.	☒	☐	☐
	84.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external hydraulic fluid leakage.	☒	☐	☐
	84.3	Visually inspect the leveling system for proper installation.	☒	☐	☐
	84.4	Visually inspect the mounting of the leveling system for defects and welds for fractures.	☒	☐	☐
	84.5	Inspect all welds for mounting of the leveling system.	☒	☐	☐
	84.6	Inspect all leveling cylinder pins for any internal flaws.	☒	☐	☐
	84.2	Inspect the cylinder pins for internal flaws.	☒	☐	☐
85.0	**Operational Tests From Lower Controls**				
	85.1	With engine speed set to allow maximum speed as permitted by the manufacturer, the elevating platform shall be operated in all positions, as ground controls. The operation of the elevating platform shall include, but not be limited to , movement of the platform basket from ground to maximum elevation as well as revolving the platform basket 360 degrees to the left and to the right while the unit is at its maximum horizontal reach.	☒	☐	☐
	85.2	The boom should operate without any improper or unusual motion or sound.	☒	☐	☐
	85.3	All safety devices shall operate properly.	☒	☐	☐

		Accept	See Notes	N/A
85.4	All controls shall operate smoothly, return to the neutral position when released, and not bind during operation.	☒	☐	☐
85.5	If equipped with a spirit level, check the level for accuracy and legibility.	☒	☐	☐
85.6	For telescoping elevation platforms, rollers, slides, and sheave wheels shall demonstrate proper alignment, function, and free operation.	☒	☐	☐
85.7	A complete cycle of elevating platform operation shall be carried out after starting the engine, setting the stabilizers, and transmitting power to the platform booms or sections.	☒	☐	☐
85.8	Operating the machine from the lower control station, the elevating platform shall be raised out of the bed, extended to full specified height, and rotated through a 90-degree turn. This shall be completed smoothly and without undue vibration within the manufacturer's recommended time.	☒	☐	☐
85.9	The elevating platform shall be retracted, and the turntable rotation completed through 360 degrees. The elevating platform shall be lowered to its bed and a thorough inspection made of all moving parts. Special attention shall be given to the platform leveling system.	☒	☐	☐
85.10	The test shall, demonstrate successful operation of all elevating platform controls.	☒	☐	☐
86.0	**Operational Tests From Platform Controls**			
86.1	With engine speed set to allow maximum speed as permitted by the manufacturer, the elevating platform shall be operated in all positions, as allowed by the manufacturer, with only one operator in the platform basket operating from the platform control station. The operation of the elevating platform shall include, but not be limited to, moving the platform from ground to maximum elevation, as well as rotating the platform a minimum of 30 degrees and returning to the starting point in the opposite direction while the aerial device is at its maximum horizontal extension.	☒	☐	☐
86.2	All safety devices shall operate properly.	☒	☐	☐
86.3	The platform basket deactivation control, from the ground or lower controls shall be demonstrated to operate properly.	☒	☐	☐
86.4	The platform basket shall level properly as the booms are moved through all allowable positions.	☒	☐	☐
86.5	The mechanical override on a hydraulically leveled elevation platform basket shall operate properly during emergency lowering of the boom without hydraulic power.	☒	☐	☐
87.0	**Load Test**			
87.1	With the unit located on a hard level surface and allowing sufficient room for unrestricted boom movements, a stability and structural test shall be performed. This shall determine the elevating platform's ability to perform properly while carrying rated capacity loads in the platform basket.	☒	☐	☐
87.2	The unit shall be properly stabilized according to the manufacturer's recommendation.	☒	☐	☐

		Accept	See Notes	N/A
87.3	The platform basket shall be placed near the ground and loaded to the manufacturer's rated payload capacity. Care shall be exercised to assure that the weight of equipment added to the platform basket after delivery is subtracted from the weight of the test load being added. The platform basket load shall be properly secured.	☒	☐	☐
87.4	This unit shall be operated from the lower controls through all allowable phases of operation. The manufacturer's operational limits shall not be exceeded.	☒	☐	☐
87.5	The stabilizers shall show no evidence of any instability. If instability is observed, testing shall cease and the apparatus shall be repositioned or the manufacturer notified.	☒	☐	☐
87.6	All boom movements shall exhibit no abnormal noise, vibration, or deflection.	☒	☐	☐
87.7	The platform basket shall level properly as the booms are moved through all allowable positions.	☒	☐	☐
87.8	At the conclusion of the load test, weld joints at stabilizer structure, stabilizers, frame, main frame, frame reinforcements, turntable, cylinder anchors, boom joints, leveling system, platform basket, and pivot pin bosses shall be inspected and shall show no signs of deterioration.	☒	☐	☐
88.0	**Waterway System Test**			
	NOTE: The following examination and test shall apply only to permanently piped aerial platform pipes.			
88.1	The waterway system shall be inspected for proper operation of all components. It shall be free of rust, corrosion, other defects, or blockage.	☒	☐	☐
88.2	The waterway attaching brackets shall be inspected for loose bolts, weld fractures or other defects.	☒	☐	☐
88.3	Inspect all attaching welds.	☒	☐	☐
88.4	Pressure Test (Turntable Swivel) The aerial platform shall be positioned between 0 and 10 degrees elevation and fully retracted. The water system shall be filled with water and the valve at the discharge end closed. If there is not a valve at the discharge end, a valve shall be attached for the purpose of this test. NOTE: For safety reasons, all air must be removed from the system. The pressure on the system shall be raised to the water system manufacturer's maximum rated working pressure and maintained for the duration of the test. The aerial platform shall be raised to full elevation and rotated 360 degrees. The water system, including the turntable swivel, shall be checked for leaks. Care shall be taken not to overheat the water pump.	☒	☐	☐

		Accept	See Notes	N/A
88.5	Pressure Test (Waterway Seals) The aerial platform shall be positioned between 0 and 10 degrees elevation and extended to its maximum permissible limit. The water system shall be filled with water and the valve at the discharge end closed. If there is not a valve at the discharge end, a valve shall be attached for the purpose of this test. NOTE: For safety reasons, all air must be removed from the system. The pressure on the system shall be raised to the water system manufacturer's maximum rated working pressure and maintained for the duration of the test. The entire length of the water system shall be checked for leaks. Care shall be taken to not overheat the water pump. The water system shall operate properly and with an absence of leaks during these tests.	☒	☐	☐
88.6	Pressure Gauge If the waterway system is equipped with a water pressure gauge(s), each water pressure gauge shall be checked for accuracy. Pressure gauges shall be checked at least 3 points, including 100 psi, 150 psi, and 200 psi. Any gauge that reads off by more than 10 psi shall be repaired or replaced.	☒	☐	☐
88.7	Relief Valve If the waterway system is equipped with a relief valve, this relief valve shall be checked to verify that it is operational at the waterway manufacturer's recommended pressure setting.	☒	☐	☐

Data Records

1. Rotation Bearing Mounting Bolts: Bolt Grade: 8 Size: 1" Torque: 500 Ft. lbs.
2. Torque Box Mounting to Frame: Bolt Grade: 8 Size: 3/4" Torque: 250 Ft. lbs.
3. Rotation Gear and Bearing: Backlash: 0.150 Bearing Race Clearance: .022
4. Pinion to Bullgear Horizontal Alignment: Acceptable
5. Rotation Gear Reduction Box: Bolt Grade: 8 Size: 3/4" Torque: 250 Ft. lbs.
6. Elevation Cylinders Drift: Left: 0" Right: 0"
7. Relief Hydraulic Pressure: 2950 PSI Down: 800 PSI Retract: 2950 PSI Extension: 2950 PSI
8. Breathing Air Pressure Regulator Setting: NA PSI Air Bottle(s): NA PSI
9. Stabilizer Mounting Bolts: Bolt Grade: 8 Size: 3/4" Torque: 250 Ft. lbs.
10. Stabilizer Cylinders Drift: LF: 0" RF: 0" LM:NA" RM: NA" LR: 0" RR: 0"
11. Ladder Section Twist: Base: 0.1 2nd: 0.1 3rd: 0.1 4th: NA 5th:NA Total: 0.1
12. Ultrasonics Test: All Pins: Accept: ☒ See Notes: ☐ N/A: ☐ All Bolts: Accept ☒ See Notes ☐ N/A ☐
13. Welds Inspected - NDT: Stabilizers: NA Turntable: NA Aerial Sections: NA
14. Top Rail Hardness Min/Max: Base NA/NA 2nd NA/NA 3rd NA/NA 4th NA/NA 5th NA/NA
15. Base Rail Hardness Min/Max: Base NA/NA 2nd NA/NA 3rd NA/NA 4th NA/NA 5th NA/NA
16. Extension Winch Drift: NA Extension Winch Motor Brake Drift: NA
17. Extension Cylinder Drift: Left: 1/8" Right: 0"
18. NFPA Time Test: 83 Seconds
19. Waterway Relief Valve Settings: 235 PSI
20. Base Rail Thickness Readings: Min: Base .215 " 2nd .205 " 3rd .198 " 4th NA " 5th NA "
    Max: Base .240 " 2nd .212 " 3rd .205 " 4th NA " 5th NA "
21. Platform Rated Capacity: 1000 Lbs.
22. High Speed: 1250 RPM
23.

Up	48	Sec. 3050	PSI	CC	43	Sec. 3050	PSI
Out	51	Sec. 3050	PSI	C	45	Sec. 3050	PSI
In	47	Sec. 3050	PSI	Down	49	Sec. 3050	PSI

NDT Equipment

Magnetic Particle		
Code/Specification ASTM E709	Procedure 100-MT-002 REV8	Acceptance Criteria AWSD1.1

Material & Thickness: Steel	**Medium**	**Technique**
Magnetizing	☐ Visible ☐ Dry	☐ AC ☐ DC
Manufacturer: Parker	Color: Yellow	☐ Yoke [Spacing: 2-6]
Model: DY700	Type: 2	☐ Continuous ☐ Residual
Serial No: 10880	Batch 18F053	White Light Source: Flashlight
Cal. Due Date: 10/20/2020	Pre/Post Clean Method: SKC-S	Other Equipment:

Liquid Penetrant		
Code/Specification ASTM E165	Procedure 100-PT-004 REV8	Acceptance Criteria AWS D1.2

	Manufacturer	**Type**	**Batch Number(s)**	**Application Method**	**Process Time (minutes)**
Cleaner:	Magnaflux	SKC-S	01-5750-77	Spray	Pre-clean Dry Time: 10
Penetrant:	Magnaflux	SKL-SP2	01-5155-77	Spray	Penetrant Dwell Time: 10
Developer:	Magnaflux	SKD-S2	01-5352-77	Spray	Developer Time: 10
					Post Clean Method: Wiped

Developer Form: ☐ a. Dry Powder ☐ b. Water Soluble ☐ c. Water Suspended ☐ d. Nonaqueous Wet

Ultrasonic		
Code/Specification ASTM E797	Procedure 100-UT-003 REV 10	Acceptance Criteria No Cracks-Elongated Material

Instrument			**Setup Data**			
Model	Serial No.	Cal. Due Date	Cal. Standard:		Serial No.	
Danatronics	05065163	1/28/2021	Scan Equipment:	☐ Automatic	☐ Manual	
Transducer			Couplant:	Sonotest	Batch No.	
Frequency	Size	Serial No.	Cable Type:	Coaxial		
5	7/16	911202	Cable Length:	24		

Visual			
Code/Specification AWS D1.1 / AWS D1.2	NDT Procedure 100-VT-004 Rev 4 / 100-VT-005 Rev 5		Acceptance Criteria No Cracks-Elongated Material
Material Steel / Aluminum	Weld Process Various	Temp. Gun Serial No. 180721643 / 6/5/20201	Temperature
Technique ☒ Direct Visual ☐ Remote Visual	Surface Condition As Welded / Smooth	Visual Aids ☐ Yes ☐ No	Supplemental Lighting ☐ Yes ☐ No
Access within 24" & 30° ☐ Yes ☐ No	1/32" Line/Simulated Imperfections Used ☐ Yes ☐ No	Dimensional Aids ☐ Yes ☐ No	Light Meter Serial No. 181000898

½" Torque Wrench S/N & Cal. Due Date	¾" Torque Wrench S/N & Cal. Due Date	Dial Indicator S/N & Cal. Due Date
DUB15532 6/3/2021	DTK77595 6/3/2021	960414 6/8/2021

Technician Name & Level	Customer (if applicable):	Reviewed By (if applicable):
Brain Wharton		

Inspection Notes: Page #1

Item	Category	Comment

Categories:

R = **Required Items:** Items that do not meet Mistras specifications, manufacturer's specifications and applicable NFPA standards are items which Mistras mandates be repaired or replaced before issuance of an Inspection certificate.
The location of these items may be found by the general description below. Weld discontinuities, if any, are marked with felt pen at their specific location by our inspectors. Left and right, as listed, are viewed standing on the turntable looking up at the ladder.
The ladder sections are numbered from the bottom up, base assembly being 1st section, 2nd section, 3rd Section and 4th section. Rungs, vertical and diagonal support members (truss-members) on each section are numbered starting at the base of each ladder section with number one and increasing in number to the top of each ladder section.
Left and right on the vehicle chassis are viewed as left being the driver's side, and the right being the Officer's side.
Mistras will allow a maximum of sixty (60) calendar days from the date of this report for items listed under this category to be repaired or replaced. If this cannot be completed within this 60-day time frame, it is necessary that you notify our office prior to the lapse of this period at 1-800-333-8629.

C = **Recommended Items:** These are items, which we recommend be repaired, replaced or installed, or preventive maintenance procedures initiated and implemented.

I = **Informational Items:** These are items which we have found to be in noncompliance with today's standards, or items which should be checked periodically, or items listed solely for your general information.

Inspection Notes: Page #2

Item	Category	Comment

Categories:

R = **Required Items:** Items that do not meet Mistras specifications, manufacturer's specifications and applicable NFPA standards are items which Mistras mandates be repaired or replaced before issuance of an Inspection certificate.
The location of these items may be found by the general description below. Weld discontinuities, if any, are marked with felt pen at their specific location by our inspectors. Left and right, as listed, are viewed standing on the turntable looking up at the ladder.
The ladder sections are numbered from the bottom up, base assembly being 1st section, 2nd section, 3rd Section and 4th section. Rungs, vertical and diagonal support members (truss-members) on each section are numbered starting at the base of each ladder section with number one and increasing in number to the top of each ladder section.
Left and right on the vehicle chassis are viewed as left being the driver's side, and the right being the Officer's side.
Mistras will allow a maximum of sixty (60) calendar days from the date of this report for items listed under this category to be repaired or replaced. If this cannot be completed within this 60-day time frame, it is necessary that you notify our office prior to the lapse of this period at 1-800-333-8629.

C = **Recommended Items:** These are items, which we recommend be repaired, replaced or installed, or preventive maintenance procedures initiated and implemented.

I = **Informational Items:** These are items which we have found to be in noncompliance with today's standards, or items which should be checked periodically, or items listed solely for your general information.

1480 James Parkway, Heath, OH 43056
(800) 333-8629 Fax (740) 788-9189

Customer: City of Manassas Fire and Rescue Department
Mfg., Year: 2013
Serial #: 7349
Person Contacted: Lieutenant Jamie Jewett
Inspector: Brian Wharton

Address: 9322 Centreville Rd., Manassas, VA 20108

Job Number: BL1416-40921902
Unit Type: 101' 3-sec PLTF
Inspection Date: 4/7/2021

Dear Mr. Kelker:

This is to certify that all items listed under "REQUIRED ITEMS" on your inspection report have been completed.

These items have been completed in accordance with the manufacturer's recommendations and the best business practices available to our department.

Signed: _____

Title: _____

IMPORTANT NOTES

1. *Enclose with the above letter, copies of all work records and invoices regarding the repair, which was conducted on the apparatus in accordance with our report.*
2. *This letter and associated documents may be sent by fax or mailed to the address located at the bottom of this page, or by email at certifyapparatus@mistrasgroup.com.*
3. *Mistras Group-Services Division will allow a maximum of sixty (60) calendar days from the date of the report for the required repairs to be made. If repairs cannot be completed within this time frame, please notify Mistras Group-Services Division at 1-800-333-8629 prior to the lapse of this period.*
4. *A Certificate of Inspection will be issued upon receipt of this signed letter and supporting documents that the corrections required by this report have been completed.*

If you have any questions, or require any additional information, please do not hesitate to contact me.

James Kelker
Operations Manager
Mistras Group-Services Division
Transportation Department

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Department of Social Services **AGENDA ITEM 9C**

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: CSA Administrator

BACKGROUND: A Part-time CSA Administrator position was approved for funding in the FY 22 Budget. The position was originally advertised on May 21st, 2021. The applicant pool has remained low and unqualified and thus the City has not been able to recruit a part-time position. Staff believes that advertising a full-time position to manage our CSA program for 20 hours per week and Family Services (e.g. Foster Care Children, CPS, etc.) for the remaining 20 hours per week would improve our chances of recruiting a candidate. Since foster care support is an authorized use of American Rescue Plan funds, Staff recommends that the Governing Body authorize the City Manager to utilize the budgeted $30K + ARPA funds to enable the hiring of a full-time position.

FINANCIAL IMPACT: Total: $0 of City funds- use of ARPA funding/	Budgeted:	YES____ NO___x____
	Amount Budgeted:	$30k
	Amount Spent:	$0
	Amount Requested:	$18k in additional salary (ARPA) + Benefits
	Budget Line Item:	State Line 855/858 Local 100-53100-1301

STAFF RECOMMENDATION: That the Governing Body authorize the conversion of the CSA Part Time Administrator position to a full time position instead utilizing ARPA funds to cover the additional costs.

CITY MANAGER APPROVAL: **Required:___x___ Not Required:_____**	_____ Laszlo Palko _____ *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:____x__**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

n/a

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Department of Community Development AGENDA ITEM 9D

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Manassas Drive Sinkhole at Railroad Drive- Ratification of Contracts, Update, and further Authorizations

BACKGROUND: Late on July 1, 2021, City staff were notified of a sinkhole in the public right of way (but not in the paved portion of Manassas Drive) just west of Manassas Drive and north of Railroad Drive. A 54-inch corrugated metal pipe (CMP) conveying drainage under Manassas Drive had suffered at least a partial failure (collapse). On the morning of July 2, City staff contacted Bowman Consulting Group, LTD (Bowman), the City's on-call engineer, and Shirley Construction, who had performed the culvert replacement on Mosby Drive last summer to advise City staff on securing the roadway and to develop a plan to repair the sinkhole.

The southbound turn lane onto Railroad Drive was closed to traffic as a safety precaution. City staff also inspected the culvert from the downstream side; the line was full of sediment and large rocks, making the inspection difficult. Only a portion of the pipe was visible. Manassas Drive had been widened, with the turn lane added as a part of the development of The Elms on the west side of Manassas Drive; the existing culvert was extended to accommodate this roadway widening. The inspection suggested that the immediate failure occurred at the connection of the extended pipe to the existing pipe. At this point, there had been no evidence that the bottom of the pipe had deteriorated, and staff proceeded under the assumption that the pipe could have a point repair made, and then line the whole pipe with Cure-In-Place-Pipe (CIPP). The City has used this process to rehabilitate multiple sanitary sewers.

The strategy adopted at that time was to make the point repair, replace the collapsed section of CMP with new 54-inch CMP, connect the new 54-inch CMP to the original CMP under Manassas Drive, rehabilitate the entire 54-inch CMP with CIPP, and make other repairs as appropriate (the downstream outfall is damaged and needs to be repaired, the upstream headwall needs to be replaced, and the site will need to be stabilized). **At the Governing Body's direction, the City Manager signed a Time and Materials Agreement with Shirley Construction**; while final costs will be a function of time and materials, a preliminary estimate of $260,261, using gross assumptions was made by staff for this work; separate costs include bypass pumping ($5,232 per month), and boring under Manassas Drive to route water around the culvert ($11,849). **This contract** (see Attachment 1) **needs to be ratified by the Governing Body. The City Manager also secured emergency approval from the Governing Body to engage with Bowman to provide emergency engineering and PM services**. Bowman has provided a change order for engineering services (design, construction management, and third-party inspections) for the remainder of the project (see Attachment 2). **That proposal, for $62,351.28 is attached, along with Task Order No. 3 for that work, and thus requires Governing Body ratification as well**.

Once Shirley located the collapsed pipe, a sound section of pipe was not immediately visible, and further excavation into Manassas Drive was necessary. This necessitated closure of one of the through lanes on Manassas Drive for safety reasons. A relatively sound section of pipe has been located, and work on connecting the new pipe to the existing pipe will proceed. While it has become clear that the bottom of the pipe is badly corroded, and probably gone, the CIPP process can still be effectively used even with such badly deteriorated pipe. The City has received one proposal from

AM Liner to clean the pipe once the repair has been made, and install a CIPP to rehabilitate the entire culvert. That proposal is in the amount of $194,410.00; staff are waiting for proposals from two other firms to rehabilitate this culvert. One of these companies will also offer CIPP, the other will offer a spin-cast concrete rehabilitation (a spray-on concrete produce). Staff will review all proposals and make a recommendation to the City Manager. Once the recommendation has been made, it is vital that an agreement be finalized with the contractor as quickly as possible, and that a Notice to Proceed be issued, since there is a lead time on ordering materials and mobilizing to the site. **City Staff is requesting authority to quickly move on a final contract solution for CIPP as soon as all proposals are received.**

The City Manager is also requesting a 20% contingency on all of these items due to the uncertainty surrounding this project. In total please see below summary table:

Manassas Drive Sinkhole Project		
Governing Body Action Requested	**Item**	**Estimated Costs**
Ratification	Shirley Construction Repair and Stabilization Work	$ 277,342.00
Ratification	Bowman Engineering/PM Work	$ 62,351.28
Authorization to City Manager	Future Proposal to Cure in Place Pipe	$ 194,410.00
N/A	**Subtotal Estimated Cost**	**$ 534,103.28**
Authorization to City Manager	**20% Contingency**	**$ 106,820.66**
	Total	**$ 640,923.94**

To pay for the $640K project, the City Manager is recommending use of ARPA funds as this is a storm water culvert project. The other option if the Governing Body does not want to utilize ARPA funds, is to utilize a combination of Storm Water RRUM Budget (see below Financial Impact Table) and Storm Water Fund Balance ($1.4M Reserves) to make up the gap.

FINANCIAL IMPACT: **Total: $640,923.94**	Budgeted:	YES____ NO___X____
	Amount Budgeted:	$397,562.50
	Amount Encumbered:	$65,618.32
	Amount Requested:	$640,923.94
	Budget Line Item:	502-94100-0259-00-00-00 Stormwater Repair, Replace, Upgrade and Maintenance

STAFF RECOMMENDATION:

1. That the Governing Body ratifies the authority provided to the City Manager to date to take necessary actions to address the sinkhole on Manassas Drive at Railroad Drive including:
    a. Signing the agreement with Shirley Construction to conduct the upstream repair of the 54-inch CMP at an estimated cost of $277,342.
    b. Signing Task Order No. 3 with Bowman for engineering services related to the emergency work on Manassas Drive at an estimated cost of $62,351.28, subject to review by the City Attorney.

2. That the Governing Body authorize the City Manager to negotiate and sign an agreement with a rehabilitation company for rehabilitation of the culvert at an estimated cost of $194,410.00, subject to review by the City Attorney, in order to ensure that the work can be accomplished as expeditiously as possible.

3. That the Governing Body provide the City Manager with a 20% contingency approval for the entire project equal to $106,820.66.

4. That the Governing Body direct the City Manager to use: Select One- (**1. American Rescue Plan Act Funds**/ or **2. Storm Water Enterprise Funds**) to pay for the Manassas Drive Sinkhole and Culvert Repair project.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	_____ Laszlo Palko _____ *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1) *Agreement with Shirley Construction*
2) *Task Order No. 3 for Bowman*
3) *Attachment A to T.O. 3: Proposal from Bowman*

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into this 20TH day of August, 2021, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the "City"), and SHIRLEY CONTRACTING COMPANY, LLC, a Virginia limited liability company, its successors and assigns (collectively, the "Contractor").

WITNESSETH:

WHEREAS, the City desires to repair a failed culvert adjacent to the southbound right-turn lane of Manassas Drive onto Railroad Drive, in the work area generally shown on Exhibit A attached hereto and incorporated herein by reference, which has created a sinkhole and severely damaged the roadway embankment, which, in turn, threatens a gas main, an electric line, a communication line, and Manassas Drive (the "Project"), which repair requires specialized skills, equipment and supportive functions that the City does not possess; and

WHEREAS, the rapid failure of the culvert and roadway embankment has created an emergency situation, requiring the prompt performance of the Project, including stabilization of the site, repair of the culvert, and the backfilling sinkhole and repair the road embankment; and

WHEREAS, pursuant to the emergency procurement procedures of Section 2.2-4303F of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*), the City solicited bids for the Project (the "Solicitation"); and

WHEREAS, in response to the Solicitation, the Contractor has submitted a bid for the Project (the "Bid"), which Bid is attached to this Agreement as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has determined that the Contractor's Bid is responsive to the Solicitation and meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient equipment, skills and the necessary capabilities, including technical and professional expertise, where required, to construct the Project in accordance with the terms and conditions set forth in this Agreement, and therefore desires to contract with the Contractor for the construction of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

A. The Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Bid, as specifically set out in the contract specifications (the "Scope of Work"). The work performed will be bound by the specifications according to this Agreement as described and listed in the following documents, all of which are incorporated herein by this reference and which comprise the "Contract Documents":

1) Drawings of Work Area (Exhibit A)
2) Bid (Exhibit B)
3) Manassas Park Public Facilities Manual
4) Project Specifications (VDOT 2016 Road & Bridge Specifications and Standards)
5) Addenda (if any)
6) Insurance Certificates

B. Where a conflict exists between this Agreement and any of the Contract Documents, this Agreement shall control. Where a conflict exists between or among any provisions of any of the Contract Documents, the provision most favorable to the City shall control. Notwithstanding the foregoing sentence, where a conflict exists between a material provision of the Bid (*i.e.*, a provision that constitutes a material part of the Contractor's offer) and any other provision of any of the other Contract Documents, the material provision of the Bid shall control. To the extent that this Agreement conflicts in any way with a proposed form agreement that may have been submitted as part of the bid specifications, this Agreement shall control.

C. If any of the work contemplated by this Agreement (the "Work") performed by the Contractor in any phase of the Project does not meet City standards as outlined in the Contract Documents, then the Contractor shall immediately repair or correct the Work at no additional cost to the City.

2. COMMENCEMENT/COMPLETION OF WORK.

A. The Contractor shall promptly commence and diligently pursue the Work as required by the Contract Documents. Execution of this Agreement constitutes the Notice to Proceed from the City.

B. Completion of the Project will occur upon final inspection and acceptance of the Work by the City.

3. CONTRACT AMOUNT.

A. The City shall pay the Contractor the unit rate amounts set forth in the Bid (the "Contract Amount") for all Work performed pursuant to this Agreement. The Contract unit rates include payment for all materials expended to complete the Project and insurance required by this Agreement, and all charges, fees, materials, expenses and assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed in the Scope of Work, which shall be paid at cost plus in accordance with the Bid.

B. As set out in Subsection A above, the Contract Amount includes the price of all normally applicable fees. The City may, at its discretion, arrange for the waiver of certain fees and expenses. The City is responsible for obtaining all required permits to complete the Work in accordance with this Agreement.

4. TERMS OF PAYMENT.

A. The City shall pay for services provided according to this Agreement in accordance with the Bid, and only upon the Contractor's request on forms approved by and submitted to the Engineer (as defined in Section 18 below). The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the Work performed at that point to the total Work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents, provided notice of such withholding is provided to the Contractor in writing.

B. RETAINAGE.

1) The City may, in its sole discretion, retain two percent (2%) of the value of the Work to be done and materials and/or equipment to be supplied as part security for the fulfillment of this Agreement by the Contractor. As Work nears completion, and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the Work remaining. The City reserves the right to retain all amounts previously withheld or due until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest-bearing account and the interest shall also be payable to the Contractor upon final payment.

2) The City may withhold a reasonable amount of the payment sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials for the Project, plus ten percent (10%) of such indebtedness as the City's cost of administering such claims, until the Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option, if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

C. FINAL PAYMENT.

1) The Contractor shall, within ten (10) days of a submittal of request for final payment, deliver an affidavit showing satisfactory evidence that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid in full and that no claims from subcontractors, laborers, and/or materialmen who supplied services or materials to the Project remain unresolved. No final payment shall be made by the City until such affidavit has been received from the Contractor. The Contractor shall submit lien waivers for each pay release.

2) Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with

respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Engineer.

5. HOURS AND DAYS OF WORK.

All Work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday. The City may further increase or reduce the hours or days of Work for special events or as other circumstances may reasonably warrant. When Work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

6. ADDITIONAL WORK/CHANGE ORDERS.

A. The City may enlarge or reduce the Work to be performed by the Contractor by written notification to the Contractor, including changes to the plans and specifications. The City shall pay the Contractor for any additional Work so requested, and shall reduce the Contract Amount for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the Work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification of this Agreement is agreed to in a document signed on behalf of both parties.

B. The value of any Work covered by a change order or of any claim for increase or decrease in the Contract Amount shall be determined by one or more of the following methods in order of precedence listed below:

1) An agreed lump sum; or in the event the parties cannot agree then

2) The unit rate for the Work bid by the Contractor, if applicable; or in the event there was no such rate bid then

3) The actual cost for (1) labor, (2) materials, (3) supplies, (4) equipment, (5) direct overhead, and (6) other services necessary and approved by the City to complete the Work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional twenty percent (20%) of the actual cost of the Work, not including direct overhead, to cover the cost of general overhead and profit. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, and invoices, to validate the Contractor's calculations.

7. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All Work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the Work resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as additional work pursuant to Section 6 above or deleted from the Scope of Work.

C. The City shall make provision for access to the Project site and adjacent properties as necessary for performing the Work.

8. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The Contractor shall at all reasonable times during said 6-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during said 6-year period.

9. PROHIBITED INTEREST.

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

10. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of the Work.

B. In the performance of the Work, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the Work; provided, however, that the results of the Work must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

11. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

12. STANDARDS OF WORKMANSHIP.

The Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where specifications exist, they shall provide the benchmark for determination of acceptability.

13. INSPECTION AND TESTING.

A. All materials and equipment used in the construction of the Project shall be subject to inspection by the Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any Work to be specifically inspected, tested or approved by someone other than the Engineer, the Contractor shall give the Engineer timely notice of readiness. Inspections, tests or approvals by the City or other appropriate authorities will not relieve the Contractor from obligations to perform the Work in accordance with the requirements of the Contract Documents and/or provisions. The Engineer and other designated persons will at all times have access to the Work. All Work shall ultimately be inspected for final acceptance by the Engineer within a reasonable time upon receipt of notice from the Contractor that the Work is complete and ready for final inspection.

B. During construction, the Work will be inspected and observed by the Engineer or his designated representative. All Work that is deficient or does not meet the requirements and standards of the Contract Documents shall be removed and replaced with proper material at the Contractor's expense.

14. WARRANTY.

The Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the Engineer. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project.

15. SITE MANAGEMENT.

A. PARKING. Construction vehicle parking shall be restricted to the construction site so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas, and anticipated temporary parking (e.g. delivery vehicles, large equipment parking, and overnight parking) requires prior review and approval by the Director of Community Development and Public Works.

B. TRASH MANAGEMENT AND RECYCLING. The Contractor shall obtain and maintain at the construction site one or more containers of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such containers shall be maintained in a closed position at all times when not being filled until transferred to a landfill. The container(s) may be placed in setback areas, provided that the placement of the container(s) does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. The Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container(s). The Contractor shall take measures to ensure

that no debris, litter or trash in the container(s) exits the container(s) while in transit to a landfill or dump. The Contractor shall service the container(s) as frequently as needed to prevent trash from overflowing. Recycling of appropriate materials will be coordinated with the Engineer and shall in compliance with the City's recycling program.

C. TOILET FACILITIES. The Contractor shall ensure that the Project site has one or more permanent toilets, or one or more approved temporary toilet facilities, positioned in locations approved by the Director of Community Development and Public Works, at the rate of one toilet per fifteen on-site employees (*e.g.*, one toilet for 1-15 employees, two toilets for 16-30 employees, etc.).

D. NOISE. Construction activity shall not exceed the noise standards as specified in Chapter 15 of the Manassas Park City Code.

E. GRADING AND EXCAVATION. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted and reported to the Engineer.

16. SAFETY AND PROTECTION OF THE WORK.

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in order to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices. The Contractor shall provide reasonable protection to prevent damage, injury or loss to employees working on the Project and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

B. The Contractor shall erect and maintain, as required by the existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

C. The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The Contractor shall remove from the site all cuttings, debris, equipment and unused material.

17. UTILITIES.

A. The City reserves all rights and privileges over the Project site and City streets; nothing in this Agreement shall be deemed to be a waiver or forfeiture by the City of any such rights and privileges and the City may enter upon any City street or the Project site for any purpose, including the repair of culverts, storm and sanitary sewer systems, and water system and any and all other necessary City work.

B. The right is reserved to the owners of public utilities and franchises to enter upon the Project site or adjacent street(s) for the purpose of making repairs or changes to their facilities and structures that may become necessary by the Work.

C. The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities in conjunction with its performance of the Work and in working with utility owners about locating, moving, repairing, and modifying utilities. The cost of any utility relocation, support, and/or restoration required for the Project shall be the responsibility of the City. All utility locations shown on City plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and the Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Work.

18. ENGINEER.

The Engineer for the Project is Engineering Services Manager Allan Rowley or such other person designated by the Director of Community Development and Public Works to the Contractor orally or in writing. The Engineer's can be reached by phone at (703) 335-8840, by email at a.rowley@manassasparkva.gov, and by fax at (703) 368-6038.

19. ASSIGNMENTS/SUBCONTRACTING.

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.

B. Any rights, work or services assigned or delegated hereunder shall be subject to each provision of this Agreement and procurement procedures where applicable as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines.

C. Unless a subcontractor is named in the Contractor's Bid, no part of this Agreement shall be subcontracted by the Contractor without prior written approval by the City through its Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its

subcontractors and of persons either directly or indirectly employed by its subcontractors to the same extent as it is for the acts and omissions of persons directly employed by the Contractor.

20. PAYMENT TO SUBCONTRACTORS; MATERIELMEN; LABORERS.

If the City reasonably believes that the Contractor has failed to pay subcontractors, materialmen, or laborers for Work within a reasonable time of when payment is due, then the City may, after having notified the Contractor, pay the Contractor's unpaid bills and reduce the payment otherwise due to the Contractor by the same amount. If this action is taken by the City to ensure payment of the Contractor's subcontractors, materialmen, or laborers for Work, the City shall charge the Contractor ten percent (10%) of the amount owed as a fee for administering such claims.

21. INSURANCE.

A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:

1) COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

2) AUTOMOBILE LIABILITY. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

3) PROFESSIONAL LIABILITY. Professional Liability (Errors and Omissions) insurance written on a Claims Made basis with limits no less than five million dollars ($5,000,000).

4) WORKERS COMPENSATION. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

B. The City shall be named as an additional insured on all insurance policies with respect to work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22. HOLD HARMLESS; INDEMNIFICATION.

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

23. CONTRACTOR CERTIFICATIONS.

A. The Contractor certifies that:

1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.

2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.

B. The City may void this Agreement if the Contractor fails to comply with the requirements of this Section.

24. DISPUTES.

A. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall deliver to the City a written and signed appeal addressed to the Engineer.

B. In connection with any appeal proceeding conducted pursuant to this section, the Contractor will be afforded an opportunity to be heard by a hearing officer designated by the Governing Body (the "Hearing Officer") and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision. The decision of the Hearing Officer shall be final and conclusive, but shall not be arbitrary or unreasonable.

25. DEFAULT, REMEDY AND TERMINATION.

A. The City may terminate this Agreement upon the occurrence of one or more of the following events:

1) If the Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;

2) If the Contractor substantially fails to perform any part of this Agreement;

3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

4) If the Contractor shall (i) become insolvent in a bankruptcy sense; (ii) be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (viii) voluntarily suspend substantially all of its business operations; (ix) be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) take action for the purpose of any of the foregoing,

B. Termination shall be effected by serving a notice of termination on the Contractor and its surety setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

C. After serving ten (10) days' written notice on the Contractor of its intention to terminate the services of the Contractor, and if within ten (10) days after serving such notice the violation is not corrected to the City's reasonable satisfaction, the City then may take over the Work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the Work.

D. The Contractor shall be entitled to a hearing before the Hearing Officer upon the issue of termination if it submits a written request to the Engineer therefor within seven (7) days

of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the Hearing Officer.

E. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

F. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

26. TREATMENT OF ASSETS.

A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.

B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever (collectively, "Works"), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.

C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

27. PRIVACY; SECURITY

A. The Contractor, its directors, officers, managers, employees, agents, assignees, delegatees, and subcontractors (collectively, the "Recipients") might acquire access to and/or come into possession of certain personal, confidential, and/or proprietary information of the City, its officers, employees, agents, contractors, and/or customers in various forms, formats, medias and data compilation of any kind (the "Confidential Information"), such Confidential Information including but not limited to the following:

1) personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information, of certain individuals and citizens of the United States of America and other countries;

2) information that describes the design, function, operation, or access control features of any City building, utility, or property, and any security system used to control access to any City building, utility, or property;

3) information concerning security or safety plans for City buildings or property;

4) information regarding the City's proprietary ideas for proposed products or services, and any design, utility, patents, processes, technology and other descriptive information relating thereto;

5) the fact that the City is considering a number of strategic alternatives relating to its ideas, inventions, business or assets;

6) information and materials relating to plans for research and development, other product ideas, other service ideas, techniques, marketing and selling, business plans, and licenses and contracts to which the City is a party or is currently in negotiations;

7) information and materials relating to technical data, developments, inventions, processes, methods, business methods and models, formulas, technology, designs, drawings, engineering, and hardware configuration information (whether regarding its proposed products or services or otherwise);

8) information and materials relating to the City's proprietary technology (including the proposed products or services), software, hardware, equipment and systems, now owned or hereafter acquired and further developed, and related intellectual property, patents, software, products, processes and technology;

9) trade secrets; and

10) any other information that derives or may derive economic value, either directly or indirectly, from being confidential and/or proprietary to the City.

B. The Contractor shall ensure that at all times that the Recipients keep all Confidential Information confidential and hold all Confidential Information in trust and confidence, and shall not disclose any of the Confidential Information to any other person or third party, except as expressly permitted herein or by applicable law.

C. The Contractor shall ensure and be responsible for the following:

1) Each Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination and/or publication of the Confidential Information as the Recipient uses to protect its own confidential and/or proprietary information of a like nature. The Confidential Information shall be used by the Recipients only as necessary to perform this Agreement, and the Recipients

shall not modify, reverse engineer, disassemble, alter, create other works from or confusingly or substantially similar to, or otherwise use the Confidential Information for their or any third party's profit or benefit.

2) Each Recipient agrees to share the Confidential Information only with a limited number of the Recipient's directors, officers, employees, financing sources, legal counselors, consultants, and agents who need to know such information in connection with the performance of this Agreement (collectively, the "Representatives"). The Recipient shall not disclose any of the Confidential Information to the Recipient's affiliates until the City has given its approval in writing, which approval may be withheld by the City in its sole discretion. If the City gives it written approval, the Recipient shall ensure that all individuals who are given access to the Confidential Information (a) are provided a copy of this Agreement and specifically informed of the confidential nature of the Confidential Information, and (b) agree to be bound by and will conduct their work in accordance with the terms of this Agreement. Regardless, the Recipient shall be responsible for any breach of this Agreement by any and all of those who gain access to any of the Confidential Information via or on behalf of the Recipient.

3) Upon termination of this Agreement or earlier upon demand by the City, all of the Confidential Information, including copies, written notes, photographs, and memoranda thereof or relating thereto – whether or not produced or provided by the City – shall be destroyed or returned to the City Manager at the address specified in Section 22 below, unless otherwise authorized in writing by the City. Destruction of such documents shall be certified by an officer of the Recipient. The Recipient shall waive, and cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy

4) Notwithstanding the foregoing, in the event that a Recipient is required by law or regulation to disclose any of the Confidential Information, the Recipient shall: (a) provide the City with prompt notice of such requirement prior to the disclosure; (b) give the City all available information, reasonable assistance and necessary authority to enable the City to take the measures that the City, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (c) cooperate fully with the City in contesting such disclosure and/or in obtaining a protective order; and (d) limit what is disclosed to the maximum extent possible under law or regulation.

D. A Recipient's obligation hereunder to hold the Confidential Information confidential does not apply to any of the Confidential Information that the Recipient shows (a) was or is published or otherwise made available to the general public through no act or failure to act on the part of the Recipient; or (b) was known to the Recipient at the time of the Recipient acquired access to or came into possession of the Confidential Information.

28. COMPLIANCE WITH LAWS.

A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

29. NONDISCRIMINATION.

A. During the performance of this Agreement:

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 nondiscrimination 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.

B. The Contractor will include the provisions of the foregoing Paragraphs 1), 2) and 3) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

30. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement:

1) The Contractor will provide a drug-free workplace for the Contractor's employees.

2) The Contractor will 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) The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

B. The Contractor will include the provisions of the foregoing Paragraphs 1), 2) and 3) in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

31. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

32. THIRD PARTY RIGHTS.

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

33. NOTICE.

Notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail, certified U.S. mail or via fax or email to the City Manager, with a copy to the Engineer (see Section 18 above), at One Park Center Court, Manassas Park, Virginia 20111, (703) 335-0053, or l.palko@manassasparkva.gov, as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile, (iii) the following day if sent using overnight mail, or (iv) three days after postmark if sent using certified U.S. mail.

34. ATTORNEYS' FEES AND COSTS.

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

35. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia.

36. SEVERABILITY; WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances, such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

37. AMBIGUITY; MEANING OF "CITY".

A. Although this Agreement has been drafted by the City, the Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.

B. The term "City", as used in this Agreement, shall mean the person, board, commission, committee, or other subunit of the City having the legal obligation or right to act on behalf of the City, as the context may require.

38. ENTIRE AGREEMENT.

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

39. MISCELLANEOUS.

Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: _____
Laszlo Palko, City Manager

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to wit:

The foregoing instrument was acknowledged before me this 20th day of August, 2021, by Laszlo Palko, City Manager of the City of Manassas Park, Virginia.

Lana A. Conner
Notary Public

My Commission Expires: 6-30-24

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney

LANA A CONNER
NOTARY PUBLIC • REG. # 164186
Commonwealth of Virginia
My Commission Expires 06/30/2024

CONTRACTOR:

SHIRLEY CONTRACTING COMPANY, LLC,
a Virginia limited liability company

Address: 8435 Backlick Road
Lorton, Virginia 22079

Fax No.: 703-550-7897

Email: gsmith@shirleycontracting.com

Tax ID#: 90-0191543

By: _____
Name: Gregory S. Smith
Title: President

STATE/COMMONWEALTH OF Virginia
CITY/COUNTY OF Fairfax, to wit:

The foregoing instrument was acknowledged before me this 20th day of August, 2021, by Gregory S. Smith as President of Shirley Contracting Company, LLC, a Virginia limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires: 11/30/2024

Jessica Beatriz Lopez
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7710366
Com. Exp. Nov. 30, 2024

EXHIBIT A

DRAWINGS OF WORK AREA

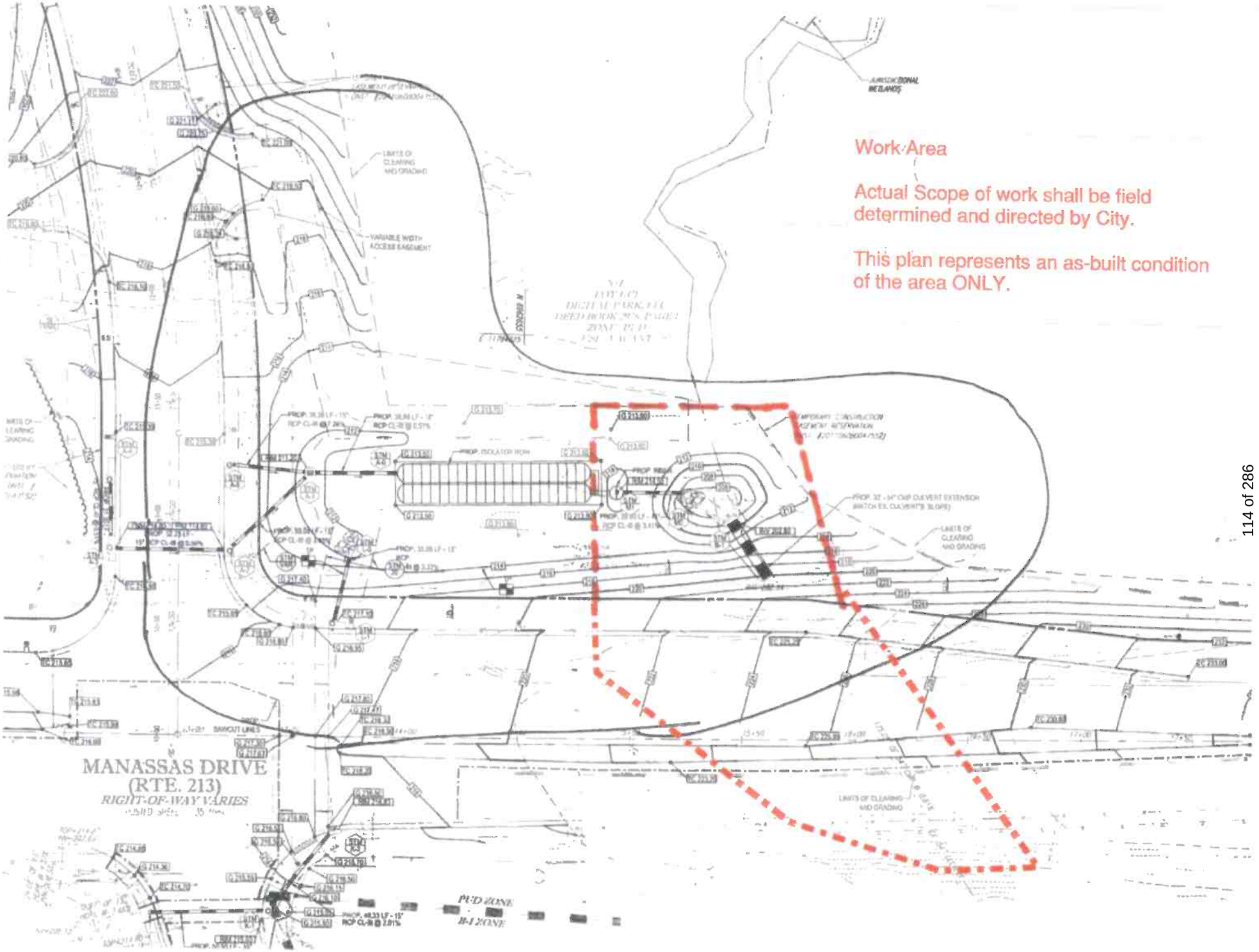

Work Area
Actual Scope of work shall be field determined and directed by City.
This plan represents an as-built condition of the area ONLY.
MANASSAS DRIVE
(RTE. 213)
RIGHT-OF-WAY VARIES
PUD ZONE
B-1 ZONE

EXHIBIT B

THE BID

SHIRLEY
CONTRACTING COMPANY, LLC

August 18, 2021 Revised August 19, 2021 (markups in red)

Allan J. Rowley, PE
Engineering Services Manager
Department of Public Works, City of Manassas Park
331 Manassas Drive
Manassas Park, VA 20111

Re: Manassas Drive Culvert Repair

Subject: Manassas Drive Culvert Failure T&M Rates

Dear Mr. Allan Rowley,

Shirley Contracting Company, LLC (SCC) is pleased to provide the below proposal for providing labor, equipment, and materials on a Time & Materials (T&M) basis for the City of Manassas Park (the City).

Based on the field meeting at Manassas Drive and Railroad Drive on August 16th, 2021, the City of Manassas Park has requested SCC's assistance with an apparent culvert failure. Due to the unknown scope of work and conditions at this time, a proposal for T&M rates is being provided for the City's consideration

SCC intends to mobilize a 6-man utility crew for the excavation, pipe repair and backfill. This crew will likely include one foreman, one excavator operator, one loader operator, two pipe layers, and one laborer. Equipment with the crew would include an excavator, loader, and trench roller to begin, with other equipment expected to be needed as the work progresses. Additional rates have been provided should these be needed based on the scope of work encountered.

Rates/Fees:

Mobilization/Demobilization Fee: **$15,000.00 Lump Sum**
Administration/Management Fee: **$3,000.00/Work-Day**

The Administration/Management fee includes part time support from a Senior Project Manager, Senior Superintendent, Assistant Project Manager, and Project Engineer for the coordination and execution of the work. This also includes miscellaneous safety supplies and oversight by a Shirley Safety Manager.

Straight Time Labor Rates:

- Foreman - **$87.69/MH**
- Excavator Operator - **$64.69/MH**
- Dozer Operator - **$59.46/MH**
- Loader Operator - **$50.03/MH**
- Roller Operator – **$43.82/MH**
- Pipe Layer - **$52.33/MH**
- Laborer - **$43.82/MH**

These labor rates include all associated burden and apply to the first 8 hours of each shift. Overtime rates to be charged at 1.5 times the regular rate after 8 hours on Monday-Friday, and at

8435 Backlick Road Lorton, Virginia 22079-1498 Phone (703) 550-8100 FAX (703) 550-7897

any time on Saturday, Sunday, or for night shifts between the hours of 6:00 pm and 5:00 am. There is a minimum 8 hours per day to be paid, no partial days shall apply.

Equipment Rates:

- 335 Excavator or Equivalent - **$208.26/HR**
- 963 Track Loader or Equivalent - **$139.25/HR**
- L70 Loader or equivalent - **$59.37/HR**
- 650 Dozer or equivalent - **$96.05/HR**
- 84" Roller - **$88.65/HR**
- Track Skidsteer - **$56.41/HR**
- Broom Tractor - **$32.70/HR**
- Street Sweeper Vacuum Truck - **$81.97/HR**
- Trench Roller - **$38.21/HR**
- Trench Box 8' x 24' - **$9.15/HR**

The equipment Blue Book rates have been provided with this proposal. These equipment rates include all fuel and maintenance and an 8-hour minimum shall apply. Any hours worked over 8 hours will be applied at the same regular rate. Any equipment associated with the crew but not utilized for this emergency work shall be billed at 50% of the rates above while idle. This will be determined, and notification provided to the City upon mobilization to the site.

Rental Equipment Rates:

- 10,000 LB Hoe Ram - **$349.60/HR and $1,250 Move Charge (Move in+Move out = $2,500)**
- Dump Truck - **$100.00/HR**

Rental equipment rates include the operator and all fuel and maintenance. An 8-hour minimum shall apply.

Material and Subcontractor Rates:

Any material cost, material disposal costs (concrete, asphalt, unsuitable/excess material), or subcontractor cost required to complete the work shall be charged at the actual cost plus 15% markup.

The following items are excluded from this work order and if necessary, may be priced accordingly under separate cover:

- Inspection of the work.
- Survey/Layout/As-Builts.
- Warranty.
- Design.
- Utility relocations, support or special protection of utilities, and repairs to utilities.
- A Hydro-excavating Vac Truck is to be provided by the City for SCCs use as needed.
- Shoring Equipment or Support of Excavation (other than standard trench boxes).
- Any additional labor, equipment, or rental equipment needed to complete the work that is not provided in this proposal. Additional rates will be provided should it be needed.
- Any asphalt or curb repairs/replacements from damages caused by the work.
- Installation, maintenance, and removal of any erosion and sediment controls.

- Any maintenance of traffic required to complete the work shall be provided by the City, including traffic barrier installation, adjustments, and removal. The right lane on Manassas Drive shall remain closed until the work is complete.
- Pedestrian access around the project area shall be provided by the City, as needed.
- Any Wage Rates or Certified Payrolls shall not apply to this work
- Buy American Certifications
- Bond
- ~~Retainage of 5% shall not apply to this work.~~

- Any special Railroad permits or insurances, if required, due to the proximity to the active railroad on Manassas Dri

All repair work completed under this change order shall be at the sole direction of the City and their Engineer. Shirley shall not be responsible in any way for the viability, functionality, design, warranty, or long-term acceptability of the constructed repair.

SCC reserves the rights to re-evaluate the proposal and make any necessary adjustments should additional direction and specifications be provided.

Should you have any questions or require any additional information, please contact the undersigned at 571-208-4806.

Sincerely,
SHIRLEY CONTRACTING COMPANY, LLC

Eric Preisendanz
Senior Project Manager

Enclosure
- Equipment Blue Book Rates
- Approval for Pump Rental and Bored Conduit Installation

Acceptance of Proposal: By signing this proposal you are agreeing to the terms and rates listed above

City of Manassas Park Authorized Representative: _____

Date: _____

CLARK CONSTRUCTION

Eric Preisendanz <eric.preisendanz@shirleycontracting.com>

RE: [External] FW:

1 message

Allan Rowley <a.rowley@manassasparkva.gov> Tue, Aug 17, 2021 at 3:29 PM
To: Eric Preisendanz <eric.preisendanz@shirleycontracting.com>
Cc: Michael Gallaher <michael.gallaher@shirleycontracting.com>, Michael Trabucco <michael.trabucco@shirleycontracting.com>, John Richardson <john.richardson@shirleycontracting.com>, Chris Simmons <c.simmons@manassasparkva.gov>

Eric,

Please proceed with the boring and the pumps.

Thanks,

Allan

Allan J. Rowley, P.E.

Engineering Services Manager

City of Manassas Park

(703) 335-8840; 1340 (internal)

Cell: (703) 928-3021

a.rowley@manassasparkva.gov

From: Eric Preisendanz <eric.preisendanz@shirleycontracting.com>
Sent: Tuesday, August 17, 2021 3:23 PM
To: Allan Rowley <a.rowley@manassasparkva.gov>
Cc: Michael Gallaher <michael.gallaher@shirleycontracting.com>; Michael Trabucco <michael.trabucco@shirleycontracting.com>; John Richardson <john.richardson@shirleycontracting.com>
Subject: Re: [External] FW:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Allan,

The total cost of the bored conduit (two 4" conduits) for drainage across Manassas Drive is **$11,849.00.**

Exclusions:

- This is assuming there are no obstructions or hard rock along the length of the bore, in which case additional cost may be incurred. Based on our visual observations, the rock does not appear to be anything that their bore machine will have trouble with.

- Any settlement or heaving repairs from the bored pipe installation

- Removal or abandoning the pipe after completion

- Maintenance of traffic to be provided by the City.

This can potentially be started tomorrow if we have approval this afternoon. Please let me know how you would like to proceed.

Thanks,

Eric C Preisendanz | Senior Project Manager

SHIRLEY CONTRACTING COMPANY, LLC

10221 Nokesville Road | Manassas, VA | 20110

m. 571.208.4806

www.shirleycontracting.com

On Tue, Aug 17, 2021 at 12:45 PM Allan Rowley <a.rowley@manassasparkva.gov> wrote:

Eric,

Thanks for the update.

Thanks,

Allan

Allan J. Rowley, P.E.

Engineering Services Manager

City of Manassas Park

(703) 335-8840; 1340 (internal)

Cell: (703) 928-3021

a.rowley@manassasparkva.gov

From: Eric Preisendanz <eric.preisendanz@shirleycontracting.com>
Sent: Tuesday, August 17, 2021 12:33 PM
To: Allan Rowley <a.rowley@manassasparkva.gov>
Cc: Michael Trabucco <michael.trabucco@shirleycontracting.com>; Michael Gallaher <michael.gallaher@shirleycontracting.com>
Subject: Re: [External] FW:

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Allan,

The cost for the two 4" pumps with suction and discharge hose is **$5,232 per month**. This includes the City setting up and maintaining the pumps including fuel, which is what Chris suggested. These pumps should be onsite later this afternoon

I am still waiting on the bored pipe cost and will provide that to you ASAP. Also working on our labor and equipment rates and mobilization plan.

Thanks,

Eric C Preisendanz | Senior Project Manager

SHIRLEY CONTRACTING COMPANY, LLC

10221 Nokesville Road | Manassas, VA | 20110

m. 571.208.4806

www.shirleycontracting.com

On Tue, Aug 17, 2021 at 9:34 AM Allan Rowley <a.rowley@manassasparkva.gov> wrote:

> Eric,
>
> Here is a dropbox link to the site plans; I am going out to the field to confirm that the storm sewer crosses Railroad Drive. Even though the pipe flows south to north, couldn't we thread the pipe through the storm sewer and pump from north to south? I will get authorization on the pump shortly.
>
> https://www.dropbox.com/t/5LR1mP0zxyx4vLbL
>
> Thanks,
>
> Allan
>
> Allan J. Rowley, P.E.
>
> Engineering Services Manager

City of Manassas Park

(703) 335-8840; 1340 (internal)

Cell: (703) 928-3021

a.rowley@manassasparkva.gov

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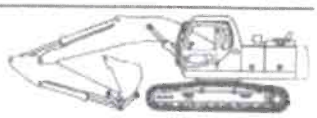
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Caterpillar 335F L CR
Crawler Mounted Hydraulic Excavators

Size Class:
40.1 - 50.0 MTons
Weight:
N/A



Configuration for 335F L CR

Bucket Capacity	2.2 cu yd	Horsepower	199.8 hp
Operating Weight	84604.6 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $22,845.00	USD $6,395.00	USD $1,600.00	USD $240.00	USD $82.87	USD $212.67
Adjustments						
Region (Virginia: 96.7%)	(USD $753.89)	(USD $211.04)	(USD $52.80)	(USD $7.92)		
Model Year (2018: 99.9%)	(USD $22.09)	(USD $6.18)	(USD $1.55)	(USD $0.23)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $22,069.02**	**USD $6,177.78**	**USD $1,545.65**	**USD $231.85**	**USD $82.87**	**USD $208.26**

Non-Active Use Rates

	Hourly
Standby Rate	USD $62.70
Idling Rate	USD $139.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $8,681.10/mo
Overhaul (ownership)	51%	USD $11,650.95/mo
CFC (ownership)	3%	USD $685.35/mo
Indirect (ownership)	8%	USD $1,827.60/mo
Fuel (operating) @ USD 3.27	17%	USD $14.21/hr

Revised Date: 3rd quarter 2021

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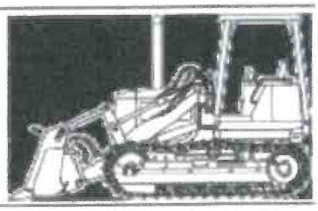
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Caterpillar 963C (disc. 2007)
Standard Crawler Loaders

Size Class:
130 - 189 HP
Weight:
43547 lbs



Configuration for 963C (disc. 2007)

Bucket Capacity	3.2 cu yd	Operator Protection	ROPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $13,685.00	USD $3,825.00	USD $955.00	USD $145.00	USD $65.36	USD $143.00
Adjustments						
Region (Virginia: 96.3%)	(USD $505.61)	(USD $141.52)	(USD $35.33)	(USD $5.36)		
Model Year (2006: 98.83%)	(USD $154.16)	(USD $43.15)	(USD $10.77)	(USD $1.64)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,005.24**	**USD $3,640.32**	**USD $908.89**	**USD $138.00**	**USD $65.36**	**USD $139.25**

Non-Active Use Rates

	Hourly
Standby Rate	USD $36.95
Idling Rate	USD $86.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $4,236.15/mo
Overhaul (ownership)	60%	USD $8,199.00/mo
CFC (ownership)	2%	USD $273.30/mo
Indirect (ownership)	7%	USD $956.55/mo
Fuel (operating) @ USD 3.27	19%	USD $12.29/hr

Revised Date: 3rd quarter 2021

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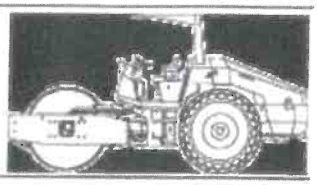
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Caterpillar CP-563E (disc. 2008)
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
24710 lbs



Configuration for CP-563E (disc. 2008)

Drum Type	**Padfoot**	Drum Width	**84.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,730.00	USD $1,885.00	USD $470.00	USD $71.00	USD $53.30	USD $91.54
Adjustments						
Region (Virginia: 96.2%)	(USD $255.74)	(USD $71.63)	(USD $17.86)	(USD $2.70)		
Model Year (2006: 96.09%)	(USD $253.02)	(USD $70.87)	(USD $17.67)	(USD $2.67)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,221.24**	**USD $1,742.50**	**USD $434.47**	**USD $65.63**	**USD $53.30**	**USD $88.65**

Non-Active Use Rates

	Hourly
Standby Rate	USD $17.67
Idling Rate	USD $46.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $3,634.20/mo
Overhaul (ownership)	29%	USD $1,951.70/mo
CFC (ownership)	3%	USD $201.90/mo
Indirect (ownership)	14%	USD $942.20/mo
Fuel (operating) @ USD 3.27	22%	USD $11.55/hr

Revised Date: 3rd quarter 2021

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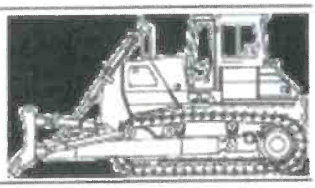
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Deere 650K LGP
Lgp Crawler Dozers

Size Class:
85 - 104 HP
Weight:
N/A



Configuration for 650K LGP

Dozer Type	PAT	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $10,300.00	USD $2,885.00	USD $720.00	USD $110.00	USD $40.38	USD $98.90
Adjustments						
Region (Virginia: 95.8%)	(USD $432.60)	(USD $121.17)	(USD $30.24)	(USD $4.62)		
Model Year (2014: 99.3%)	(USD $69.07)	(USD $19.35)	(USD $4.83)	(USD $0.74)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,798.33**	**USD $2,744.48**	**USD $684.93**	**USD $104.64**	**USD $40.38**	**USD $96.05**

Non-Active Use Rates

	Hourly
Standby Rate	USD $27.84
Idling Rate	USD $63.65

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $3,193.00/mo
Overhaul (ownership)	58%	USD $5,974.00/mo
CFC (ownership)	2%	USD $206.00/mo
Indirect (ownership)	9%	USD $927.00/mo
Fuel (operating) @ USD 3.27	20%	USD $7.98/hr

Revised Date: 3rd quarter 2021

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Rental Rate Blue Book®

July 12, 2021

Average AVERAGE ALL
Dual Engine Pavement Sweepers

Size Class:
All
Weight:
N/A

Configuration for AVERAGE ALL

Carrier Horsepower	163.7 hp	Hopper Capacity	5.1 t
Horsepower	73.5 hp	Power Mode	Diesel
Water System Capacity	235.0 gal		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,800.00	USD $2,185.00	USD $545.00	USD $82.00	USD $38.94	USD $83.26
Adjustments						
Region (Virginia: 97.1%)	(USD $226.20)	(USD $63.37)	(USD $15.81)	(USD $2.38)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	**USD $7,573.80**	**USD $2,121.64**	**USD $529.20**	**USD $79.62**	**USD $38.94**	**USD $81.97**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.52
Idling Rate	USD $51.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $1,950.00/mo
Overhaul (ownership)	66%	USD $5,148.00/mo
CFC (ownership)	1%	USD $78.00/mo
Indirect (ownership)	8%	USD $624.00/mo
Fuel (operating) @ USD 3.27	23%	USD $8.89/hr

Revised Date: 3rd quarter 2021

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Rental Rate Blue Book®

July 12, 2021

Volvo L70F (disc. 2012)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
29020 lbs



Configuration for L70F (disc. 2012)

Operator Protection	EROPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $5,705.00	USD $1,600.00	USD $400.00	USD $60.00	USD $28.22	USD $60.63
Adjustments						
Region (Virginia: 96.2%)	(USD $216.79)	(USD $60.80)	(USD $15.20)	(USD $2.28)		
Model Year (2011: 99.89%)	(USD $5.83)	(USD $1.64)	(USD $0.41)	(USD $0.06)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,482.38**	**USD $1,537.56**	**USD $384.39**	**USD $57.66**	USD $28.22	**USD $59.37**

Non-Active Use Rates	Hourly
Standby Rate	USD $15.57
Idling Rate	USD $39.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $2,681.35/mo
Overhaul (ownership)	38%	USD $2,167.90/mo
CFC (ownership)	3%	USD $171.15/mo
Indirect (ownership)	12%	USD $684.60/mo
Fuel (operating) @ USD 3.27	28%	USD $7.86/hr

Revised Date: 3rd quarter 2021

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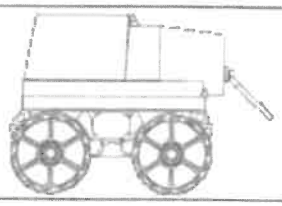
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Average AVERAGE 26 - 34 INCHES
Trench Compactors

Size Class:
26 - 34 Inch
Weight:
N/A



Configuration for AVERAGE 26 - 34 INCHES

Drum Width	30.1 in	Number Of Drums	4.0
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,560.00	USD $1,275.00	USD $320.00	USD $48.00	USD $13.83	USD $39.74
Adjustments						
Region (Virginia: 94.1%)	(USD $269.04)	(USD $75.22)	(USD $18.88)	(USD $2.83)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,290.96**	**USD $1,199.78**	**USD $301.12**	**USD $45.17**	**USD $13.83**	**USD $38.21**

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.19
Idling Rate	USD $26.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $1,504.80/mo
Overhaul (ownership)	56%	USD $2,553.60/mo
CFC (ownership)	2%	USD $91.20/mo
Indirect (ownership)	9%	USD $410.40/mo
Fuel (operating) @ USD 3.27	17%	USD $2.32/hr

Revised Date: 3rd quarter 2021

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Rental Rate Blue Book®

July 12, 2021

Miscellaneous ALL
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A



Configuration for ALL

Horsepower	65.0	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,320.00	USD $650.00	USD $165.00	USD $25.00	USD $19.94	USD $33.12
Adjustments						
Region (Virginia: 96.9%)	(USD $71.92)	(USD $20.15)	(USD $5.11)	(USD $0.77)		
Model Year (2019: 99.9%)	(USD $2.25)	(USD $0.63)	(USD $0.16)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,245.83**	**USD $629.22**	**USD $159.73**	**USD $24.20**	**USD $19.94**	**USD $32.70**

Non-Active Use Rates

	Hourly
Standby Rate	USD $6.38
Idling Rate	USD $20.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD $812.00/mo
Overhaul (ownership)	56%	USD $1,299.20/mo
CFC (ownership)	1%	USD $23.20/mo
Indirect (ownership)	8%	USD $185.60/mo
Fuel (operating) @ USD 3.27	39%	USD $7.86/hr

Revised Date: 3rd quarter 2021

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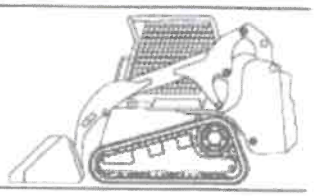
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 12, 2021

Caterpillar 289D (disc. 2019)
Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A



Configuration for 289D (disc. 2019)

Operator Protection **ROPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,210.00	USD $1,740.00	USD $435.00	USD $65.00	USD $22.61	USD $57.89
Adjustments						
Region (Virginia: 95.8%)	(USD $260.82)	(USD $73.08)	(USD $18.27)	(USD $2.73)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,949.18**	**USD $1,666.92**	**USD $416.73**	**USD $62.27**	**USD $22.61**	**USD $56.41**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.90
Idling Rate	USD $42.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $2,297.70/mo
Overhaul (ownership)	51%	USD $3,167.10/mo
CFC (ownership)	2%	USD $124.20/mo
Indirect (ownership)	10%	USD $621.00/mo
Fuel (operating) @ USD 3.27	39%	USD $8.83/hr

Revised Date: 3rd quarter 2021

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TASK ORDER NO. 3

BETWEEN
BOWMAN CONSULTING GROUP, LTD.
AND
CITY OF MANASSAS PARK

This TASK ORDER NO. 3 is issued pursuant to the Engineering Services Agreement by and between the City of Manassas Park ("CITY") and BOWMAN CONSULTING GROUP, LTD. ("BOWMAN") dated December 8, 2014 (the "Agreement").

A. SCOPE OF SERVICES

In accordance with the Agreement, BOWMAN shall perform the following services listed in Attachment A to this TASK ORDER NO. 3:

- Attachment A: BOWMAN CONSULTING GROUP, LTD. proposal dated August 19, 2021.

BOWMAN shall confirm the scope, schedule, and anticipated compensation for such services in writing prior to starting the work. Both email and fax are acceptable for purposes of obtaining written confirmation.

B. CITY'S RESPONSIBILITIES

CITY's responsibilities on this project include:

- CITY shall assign appropriate staff to the project and provide necessary documentation, and coordination.
- CITY shall provide timely review of submitted products/deliverables, and requests for further information (one-week turnaround or as otherwise agreed upon).
- CITY shall timely notify BOWMAN when the terms of Attachments have been satisfied, or of any decision by CITY that would cause BOWMAN to cease work on the project, or that would otherwise increase the scope of the work defined in Attachment A.

C. COMPENSATION

1. CITY shall pay BOWMAN according to the rate schedule set forth in Attachment A.
2. CITY shall pay BOWMAN as complete compensation for services provided under this TASK ORDER NO. 3, as shown in Attachment A. The fee quoted in the proposal for the

estimated quantities is $62,351.28. The final fee shall in no case exceed Sixty-two thousand three hundred fifty-one dollars and twenty-eight cents ($62,341.28).

D. SCHEDULE

BOWMAN shall complete the work in accordance with the deadlines established between CITY and BOWMAN for each activity, and all work outlined in Attachment A shall be completed by December 31, 2021. This TASK ORDER NO. 3 will expire December 31, 2021, unless extended by the CITY by a subsequent amendment.

The parties do mutually agree to all mutual covenants and agreements contained within this TASK ORDER NO. 3.

CITY OF MANASSAS PARK

BY: _____

TITLE: _____

DATE: _____

BOWMAN CONSULTING GROUP, LTD.

BY: _____

TITLE: _____

DATE: _____

Bowman

CHANGE ORDER

Date: August 19, 2021

Bowman Consulting Group, Ltd. 13461 Sunrise Valley Drive, Suite 500 Herndon, VA 20171 Phone: 703-464-1000	Mr. Allan J. Rowley, PE Engineering Services Manager Department of Public Works City of Manassas Park 331 Manassas Drive Manassas Park, Virginia
Project Name: Manassas Dr Culvert - Assessment Concept **Bowman Project #:** 008291-01-034 **Task #:** EX001-EX006	**Client Project #:** **Change Order #:** 0001

SCOPE OF EMERGENCY SERVICES

Task EX001 – Design/Build Contractor Coordination:

Once a Contractor is selected, coordination efforts to expedite immediate stabilization of the collapse, ESC design (including pump around), reconstruction of the failed culvert, reconnection of utilities and reestablish vehicular connectivity will require a degree of engineering design and consultation. This task will account for communication, coordination, and design as needed. BCG will continue to work with the City to expedite design and construction efforts. This includes daily monitoring of the collapse/sink hole and regular meetings until such time the City deems them no longer necessary.

FEE: Hourly Rates (NTE $15,000.00)

Task EX002 – Geotechnical Design and Recommendations:

Based upon design and construction needs, it may be necessary to consult with the Geotechnical Engineer of Record regarding slope stability, pavement cores, concrete cradles, mud matts, and other geotechnical considerations to inform and complete construction and design efforts.

FEE: Cost + 10% (NTE $5,000.00)

Task EX003 - Construction Phasing and Access Plan (if requested):

Once a Contractor is selected, a formal Construction Phasing plan can be developed at the request of the City, for public presentation and/or submission to VDOT. If requested, BCG will prepare a temporary access plan to provide additional or improved vehicular access throughout the duration of Manassas Drive reconstruction. (Excludes: VDOT permitting services. Bond estimation services will be provided under Task EX001 if required)

FEE: Unit Rate of $2,000.00 per phase

Task EX004 - Construction Management and Oversight:

BCG will provide daily oversight and construction management services throughout the duration of the project. In this role, BCG will oversee the efforts of a 3rd party inspector (contracted separately) and manage the implementation of the Manassas Drive Culvert Replacement project. BCG will have a daily presence on-site for an average of 4-6 hours per day. This task assumes an uninterrupted construction duration of four (4) weeks. Additionally, BCG will provide ESC inspection services and daily reports including all 3rd party inspection documentation and schedule updates. BCG will provide a punch-list at the conclusion of the project and ensure all deficiencies are sufficiently addressed. If desired, BCG can review and provide consultation of all construction invoices.

NOTE: This task will replace the Construction Management task currently approved by the City. Materials Testing and Special Inspections will be provided by Others (Task EX006).

FEE: Hourly Rates (NTE $15,000.00)

Task EX005 – Post-Construction Site As-built

BCG will mobilize and perform an as-built of the post-construction condition. This effort assumes partial replacement of the collapse culvert from the collapse to the upstream headwall. As-built will include topography around the immediately vicinity of the upstream headwall. The sealed as-built will be presented to both the City and VDOT for review, comment, and record.

FEE: Lump Sum of $3,500.00

Task EX006 – 3rd Party Inspection and Testing

CES will provide 3rd party inspection and testing as required by VDOT. Fee is based on 40 hours per week straight time for a total duration of four (4) weeks. Fee below assumes Regular Time (No Overtime) and includes truck, mileage, computer, and phone. Task scope includes all backfill testing using our nuclear density testing equipment and concrete cylinder strength/compression tests.

Regular Rate for up to 40 hours per week: $81.65 per hour
OT Rate for any hours over 40 hours in each week: $97.60 per hour
PM Rate for Inspection Oversight: $113.30 per hour
Estimated 20 Nuclear Gauge Density Tests
Estimated 40 Concrete Cylinder Concrete Tests

FEE: Budget Estimate of $21,851.28 – NTE

**Note: Bowman to bill based upon hours spent by Inspector plus 10%. Any remaining funds at the close of the project will be unused. Should the construction duration exceed four (4) weeks additional funds may be required.*

The individual signing this Change Order form states that he or she has the authority to sign on behalf of the Client. Execution of this Change Order by an authorized representative of the Client constitutes authorization to proceed.

Bowman Consulting Group, Ltd.

By: _____

Name Brad Glatfelter, PE

Title Principal

City of Manassas Park

By: _____

Name _____

Title _____

Date _____

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Community Development AGENDA ITEM 9E

MEETING DATE: September 7, 2021

SUBJECT/TOPIC: Rosebud and Golf Court Cul-De-Sac Islands

BACKGROUND: Community Development staff was made aware by Fire and Rescue of existing issues surrounding islands located in the cul-de-sacs of Rosebud and Golf Courts (Images 1 and 2 on page 2). It was demonstrated that fire apparatus have difficulty maneuvering around these cul-de-sacs (see Attachment A). The existing islands would have a negative impact to emergency response times while attempting to maintain efficient and effective response time in these areas. As also depicted in Attachment A, vehicles do park within the existing cul-de-sac, further compounding the issue.

Additionally, the City Fire Marshal indicated the cul-de-sacs were not constructed to Fire Code Standards. Specifically, Sections 503.2.1 Dimensions and 503.2.5 Dead ends are not adhered to in the as-built condition of both islands (see attachment B).

Historically, the Blooms Crossing Homeowners Association has maintained the landscaping and upkeep of the islands. They have since abandoned the maintenance. The City has yet to commence landscaping and maintenance improvements to date and this will become a new and ongoing expense due to the fact the City owns the public roads and right-of-way. This new ongoing expense will include staff resources, equipment, and materials.

On Saturday, August 28, 2021, a resident of the City and member of the Blooms Crossing HOA emailed Mr. Allen Rowley, City Engineer with a complaint pertaining to the island in the cul-de-sac of Golf Court. The email indicated the island was overgrown and she requested action be taken to address the situation (see Attachment C).

Please see page two for photos.



Image 1: Golf Court Cul-De-Sac Island



Image 2: Rosebud Court Cul-De-Sac Island

City Staff would like to know from the Governing Body if there would be interest in evaluating the removal of these islands to eliminate the ongoing maintenance burden and more importantly improve Fire Department access.

STAFF RECOMMENDATION: Staff recommends the Governing Body direct the City Manager to devote staff resources to further investigate the removal of the islands to include a cost analysis of removal (labor and equipment) versus the ongoing cost of maintenance, explore code compliance, and conduct outreach to the respective Homeowners Associations to inform their residents of the existing issue for citizen feedback.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1) *Photos of Existing Conditions*
2) *Virginia Statewide Fire Protection Code Requirements (see highlighted)*
3) *Citizen Complaint Dated August 28, 2021*

ATTACHMENT A
Golf and Rosebud Court Island Photos

by Steve Hall

Golf Court Island Photos






Ford





Rosebud Court Island Photos






RAM
UTD-1010


MANASSAS PARK
509
URA-9656


MANASSAS PARK
MANASSAS PARK
FIRE RESCUE
509


MANASSAS PARK
FIRE RESCUE
9
ENGINE


MANASSAS PARK

ATTACHMENT B

Definitions:
FIRE APPARATUS ACCESS ROAD. *A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as* fire lane*, public street, private street, parking lot lane and access roadway.*

FIRE LANE. *A road or other passageway developed to allow the passage of fire apparatus. A fire lane is not necessarily intended for vehicular traffic other than fire apparatus.*

VSFPC:

503.1 Where required. *Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.*
Exceptions:
1. Fire apparatus access roads shall be permitted to be provided and maintained in accordance with written policy that establishes fire apparatus access road requirements and such requirements shall be identified to the owner or his agent prior to the building official's approval of the building permit.
2. On construction and demolition sites, fire apparatus access roads shall be permitted to be provided and maintained in accordance with Section 3310.1.

503.1.1 Buildings and facilities. *Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.*
Exceptions:
1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
1.1. The building is equipped throughout with an approved automatic sprinkler system in accordance with the applicable NFPA13, NFPA 13R, or NFPA13D standard.
1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades, or other similar conditions, and an approved alternative means of fire protection is provided.

1.3. There are not more than two Group R-3 or Group U occupancies.
2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

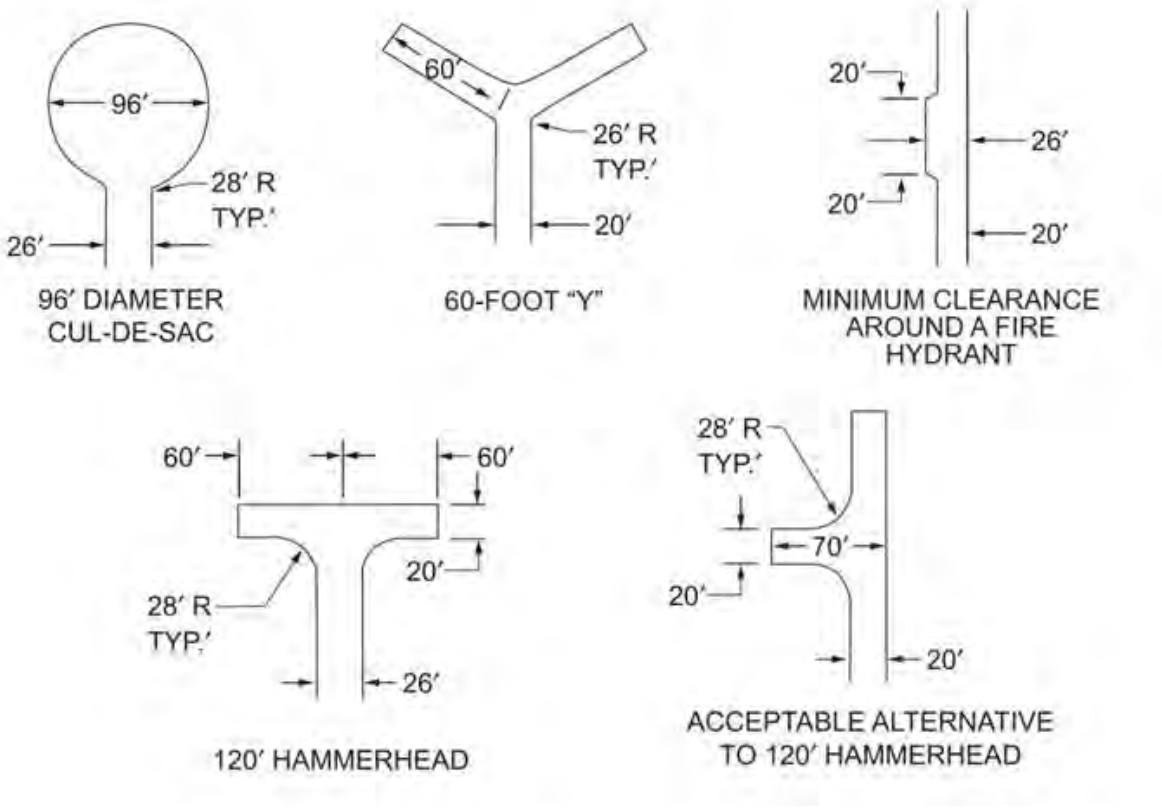
503.2 Specifications. *Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.*

503.2.1 Dimensions. *Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).*
Exception: *Fire apparatus access roads exclusively serving single family dwelling or townhouse developments that are fully sprinklered, as provided for in Sections R313.1 or R313.2 of the International Residential Code, shall have an unobstructed width of not less than 18 feet (5486 mm), exclusive of shoulders.*

503.2.2 Authority. *The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.*

503.2.4 Turning radius. *The required turning radius of a fire apparatus access road shall be determined by the fire code official.*

503.2.5 Dead ends. *Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.*



503.3 Marking. *Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.*

503.4 Obstruction of fire apparatus access roads. *Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.*

503.4.1. Traffic calming devices. *Traffic calming devices shall be prohibited unless approved by the fire code official.*

503.7 Fire lanes for existing buildings. *The fire code official is authorized to designate public and private fire lanes as deemed necessary for the efficient and effective operation of fire apparatus. Fire lanes shall comply with Sections 503.2 through 503.6.*

From:	Allan Rowley
To:	Steven Hall
Subject:	Fwd: Golf Ct Cul De Sac Island
Date:	Monday, August 30, 2021 3:36:46 PM

Get Outlook for iOS

From: Nelly Valentin <nvalentin01@gmail.com>
Sent: Saturday, August 28, 2021 12:19:13 PM
To: Allan Rowley <a.rowley@manassasparkva.gov>
Subject: Golf Ct Cul De Sac Island

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Allan,

Your information was shared to me by our Blooms Crossing HOA contact. There is an island median on Golf Ct that is now over grown. Can you please have the city come by to clear it up ASAP?

Many thanks,

Nelly Valentin

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Police Department **AGENDA ITEM 9f**

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: City Facility Security Upgrades - New City Hall, Police, Fire, and Community Center.

BACKGROUND

The City is currently in the process of building a New City Hall facility requiring the installation of a state of the art Security Control and Camera Systems. The planned system provided by Safeware through BRCI will include material and installation support for all City facilities, providing a true enterprise class Video Management System.

BRCI International has over 20 years' experience in the design and installation of comprehensive security solutions to government agencies worldwide. BRCI is a turnkey systems integrator, providing design, installation, and integration of public security and safety systems, including:

- Access Control
- Intrusion Detection
- Surveillance Systems
- Command and Control Centers
- Asset Tracking
- Fire and Life Safety Systems

City staff, including the City Manager's Office, Police, Fire, and Parks & Recreations Departments conducted a complete review of the proposed system. It was determined that the system identified within the proposal meets the overall security needs of all facilities, effectively safeguarding lives, material assets, and enhancing overall safety within our community.

If approved by the Governing Body, the initial purchase and installation of the security system will be implemented immediately to coincide with the new City Hall construction schedule, with all other City facilities being upgrade simultaneously.

BRCI has quoted this project under Safeware OMNIA Partners Homeland Security & Public Safety Contract number #4400008468 ***(Fairfax County)***. Omnia Partners is government purchasing cooperative group that offers reduced cost for goods and services through competitively solicited contracts awarded by lead public agencies. Purchasing these services through the Fairfax County Contract provides the City with a cost-effective method for completing and accomplishing the goals of this project.

BRCI understands the scope of the project that includes providing all labor, materials, equipment, tools, transportation, and other services necessary for a turn-key Electronic Security System.

The City Manager has identified phased in funding for the project as part of the planned FY-22 through FY-24 budgeting process. Funding requirement for each City facility and entire project is identified below:

- City Hall Facility: $315,724
- Police Department: $365,450
- Community Center: $134,307
- Fire Department: $ 77,169

Total: $892,650

The purchasing and install of the Safeware Security System for the goal of upgrading Security at all City facilities (see recommendation #1 below) provides the following:

- ✓ IT-enabled Access Control System (ACS) that complies with Federal Identity, and Credential and Access Management (FICAM).
- ✓ Internet Protocol Video Surveillance System (IPVSS).
- ✓ Remote Camera Coverage.
- ✓ Controlling access to City facilities and parking areas.
- ✓ Allow new City Hall building to proceed within scheduled completion dates.
- ✓ Improves overall security, safety practices and day-to-day operations.

In order to purchase these items now to lock in current lower pricing, yet spread the financial impact across the three CIP proposed Fiscal Years, the City Manager is requesting approval to enter into a 3 year financing agreement paying an estimated interest cost of $22K. This would bring the total up to $914K. If we do not do this, pricing will increase by 30% or greater resulting in an increased cost of over $250K instead of the $22K paid in interest (see recommendation #2 below).

Please note that the pricing has increased since we included this project in the CIP. Years 1 and 3 of the CIP are now under the actual price (budget shortfall) while year 2 is over the actual price (budget surplus). Thus, an Amendment to the FY 22 Budget and future CIP dollar amounts will be needed (see recommendation #5 below). The total project cost over 3 years has increase by $165K from a budget forecast of $750K to a now quoted price of $915K (including interest).

In addition to the above, the Police Department is requesting consideration for use of ARPA funds for a second phase of the City security upgrade plan which would include adding sixteen (16), SeSys, 4/5G, PTZ, cameras through Safeware/BRCI. These cameras would operate on the backbone of the City's upgraded security system and would be placed along critical intersections (28/Manassas Drive), infrastructure, large special events (July 4th), and high crime areas to improve security (see recommendation #3 below).

Finally, in order for the security cameras to have internet connection back to the Police station, they will need SIM Cards. These FirstNet, AT&T, static IP, SIM cards will to support the 4/5G, PTZ cameras included in the security project and provide communication back to the system allowing for remote viewing and data storage (see recommendation #4 below). They have an ongoing annual expenditure of $16,530.

Please note that this $16,530, is not currently in our budget. An Amendment to the FY22 Budget and future budgets will be needed (see recommendation #6 below) to the "Telecom-Wireless" line item in the IT Budget.

FINANCIAL IMPACT: **$304,919.15 in FY 22** **Not to exceed $914,757.45 over three years** **(City Hall, Police, Fire, and Community Center Projects)**	Budgeted:	YES___X___ NO_____
	Amount Budgeted:	$304,919.15
	Amount Spent:	$200,000
	Amount Requested:	$304,919.15
	Budget Line Item:	CIP: 302-94100-3172-74-00-00 Security System Replacements and Upgrades (e.g. card readers, cameras etc.)

FINANCIAL IMPACT: **$16,530 per year for SIM Cards**	Budgeted:	YES_____ NO___X____
	Amount Budgeted:	$90,000
	Amount Spent:	$8,610.43
	Amount Requested:	$16530
	Budget Line Item:	100-12500-5232-00-00-00 Telecomm - Wireless

STAFF RECOMMENDATION:

1. That the Governing Body approve and authorize the City Manager to sign an agreement with BRCI (Safeware) for the purchase and installation of a Citywide Surveillance and Security Upgrade System for the new City Hall, the Police Station, the Fire Station, and the Community Center, at a cost not to exceed $892,650, as presented, subject to final City Attorney review.

2. That the Governing Body authorize the City Manager to approve and sign a lease-purchase agreement to finance the Citywide Surveillance and Security Upgrade System at an interest rate not to exceed 3%, as presented, subject to final City Attorney review.

3. That the Governing Body authorize the City Manager to approve and sign the necessary contractual documents to purchase sixteen (16) additional 4/5G, PTZ, remote storage cameras for critical intersections and high crime areas using ARPA funds, at a cost not to exceed $222,722, as presented, subject to final City Attorney review.

4. That the Governing Body authorize the City Manager to approve and sign an agreement with FirstNet (AT&T) for thirty-three (33), static IP, SIM cards for the 4/5G, PTZ remote storage cameras, at a cost not to exceed $16,530, as presented, subject to final City Attorney review.

5. That the Governing Body direct the City Manager to increase the CIP Budget Amount in FY 22 from $200,000.00 to $304,919.15 as part of an FY 22 Budget Amendment.

6. That the Governing Body direct the City Manager to increase the Budget Amount in FY22 (GL-100-12500-5232-00-00-00 / Telecom-Wireless), from $90,000 to $106,530 as part of an FY22 Budget Amendment.

CITY MANAGER APPROVAL:	Laszlo Palko *Laszlo A. Palko*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1. City Security Project Presentation
2. Agreement with BRCI for the purchase and installation of Citywide Surveillance and Security Upgrade System for the new City Hall, the Police Station, the Fire Station, and the Community Center
3. BRCI, quote#864, (16) 4/5G, PTZ Cameras.
4. FirstNet, AT&T, quote, (33) static IP, SIM cards. Annual fee.

City Facility Security Upgrades
(New City Hall, Police, Fire, and Community Center)

Presented by
Justice Paxson - BRCI
Trevor Reinhart –MPPD

Reminder CIP Slide: Facilities –
Security System Replacement and Upgrade.





Project Description: Upgrade security to our public facilities- replace the out of date and failing card readers and security cameras, install panic buttons and PA systems, gate access improvement, and link all systems to Police.

Project Cost: $750K ($200K in FY 22)

Timeline: FY22 (City Hall), FY 23 (Police), and FY 24 (Fire Station and Community Center)

Justification: The new City Hall will require a card reader system. The Community Center and new City Hall need a better security system (as we have in schools) to protect our residents in mass shooting events. Fire Station does not have card readers at all. Cameras are needed in cases of theft and break in and event security. Alarm system for Treasurer Safe. PD gates need replacement and remote access.

Comprehensive Plan Justification: One of the primary concerns of city government is citizen and employee safety from crime and modern mass shooting events.

Legacy vs Enterprise Systems

Legacy System:

- ✓ System is at end-of-life; requiring costly maintenance.
- ✓ Video is an antiquated, analog technology, with low quality images.
- ✓ DVR (recording) is failing.
- ✓ No remote-viewing capabilities.
- ✓ Poor camera coverage (dead spots)
- ✓ Vulnerable to bypassing and “spoofing” techniques.

Enterprise System:

- ✓ IT-enabled Access Control System (ACS) that complies with Federal Identity, and Credential and Access Management (FICAM).
- ✓ Internet Protocol Video Surveillance System (IPVSS).
- ✓ Onboard video analytics.
- ✓ Remote Camera Coverage.
- ✓ Controlling access to City facilities and parking areas.
- ✓ Allow new City Hall building to proceed within scheduled completion dates.
- ✓ Improves overall security, safety practices and day-to-day operations.

City Hall – New Construction

City Hall Security Project: $315,724

Project consists of the following:

- 41 access control, card readers
- 32 Digital IP, HD, intelligent cameras
- 8 Digital IP, HD, intelligent PTZ camera, with 4/5G data connection
- IP intercom system, throughout building
- Duress / Security Alarm, reporting directly to Police Department
- 32 TB server, data storage

Police Department

Police Department Security Project: $365,450

Project consists of the following:

- 54 access control, card readers
- 45 Digital IP, HD, intelligent cameras
- 9 Digital IP, HD, intelligent PTZ camera, with 4/5G data connection
- 48 TB server, data storage
- 3 intercoms (front door, 2 access gates)
- Access control gate in secured area to rear of building.

Fire Department

Fire Department Security Project: $77,169

Project consists of the following:

- 10 access control, card readers
- 11 Digital IP, HD, intelligent cameras
- 1 intercom system, front door
- 16 TB server, data storage

Community Center

Community Center Security Project: $134,307

Project consists of the following:

- 13 access control, card readers
- 17 Digital IP, HD, intelligent cameras
- IP intercom system, throughout building
- Duress / Security Alarm, reporting directly to Police Department
- 16 TB server, data storage

Citywide Security Purchase Agreement

City Hall	$315,724
Police Department	$365,450
Fire Department	$134,307
Community Center	$ 77,169
TOTAL	**$892,650**

Draft Project Schedule

- **Material/Equipment Order & Delivery: 30 Days**
- **City Hall: 120 Days**
- **Police Department: 113 Days**
- **Fire Department: 75 Days**
- **Community Center: 97 Days**

Note: The project time-line can be expedited based on needs/desires.

City Security Project Lease Purchase Agreement

Lease Purchase Agreement with SAFEWARE/BRCI: Interest rate of 2.79%. This allows the City to install/update critical security components throughout four (4) main public facilities.

Payment 1: $304,919.15 (FY22)

Payment 2: $304,919.15 (FY23)

Payment 3: $304,919.15 (FY24)

Total: $914,757.45

Total Interest: $22,107.45

Please Note:
October 1, 2021 there will be a significant price increase due to COVID related manufacturing costs. The increase is expected to be 30% or greater.

Current CIP vs. Modified

- FY 22 Budgeted: $200K
- FY 22 Required: $305K

- FY 23 Budgeted: $400K
- FY 23 Required: $305K

- FY 24 Budgeted: $150K
- FY 24 Required: $305K

- Total Budgeted: $750K
- Total Required: $915K
- Variance: $165K

Reminder: City Earmark Request for funding to support this project is under Appropriations Consideration in the U.S. Senate. Should know by November if it is approved. If approved, the entire project would be funded between FY 22-FY 23 with at least a 50% match by the Federal Government.

(16) 4/5G, PTZ Cameras
Critical Intersections / High Crime Areas

Intersection Cameras Hardware/Software				
16	(SE-TCAM-4GC-PTZIR-34	Weatherproof, motorized ONVIF S / G dome PTZ camera with built-in IR LEDs (up to 200m) for day and night use • Up to 40x optical zoom • Image sensor: 3MP (2065 x 1533), 1/2.8" Progressive CMOS • Motor-controlled Varifocal lens (F1.6: 4.3 to 170 mm, viewing angle HxV: 62 ° -2° x 49 ° -1 °) with "One Push" autofocus and P-Iris with automatic adaptation to changing light situations • Automatic changeover from color to B / W image (mechanical IR cut filter) • WI-FI, Ethernet & GPS capable • Integrated 4G router - Cradlepoint IBR600 (WI-FI/4G) Router/Modem (Verizon or AT&T - customer must specify with order) • 16GB built in recording (upgradeable – see below) • Mains powered charger • Excludes SIM card • Excludes SeSys Connect Service	$ 6,658.06	$ 106,528.96
16	SE-TCAM-EBKT	Easy Fit Bracket	$ 61.60	$ 985.60
16	SE-Connect Service	Private Connection ANNUAL charge for non Fixed IP Sims (Verizon supply Sims and a special rate for Police	$ 377.16	$ 6,034.56
16	SE-110/5	Line voltage PSU in weather proof case	$ 433.73	$ 6,939.68
16	31965002	Increase storage 256GB	$ 111.89	$ 1,790.24
16	BRC ACC7	Avigilon License	$ 207.44	$ 3,319.04
				$ -
Services				
1		*Installation and consumables*	$ 97,123.43	$ 97,123.43

Total Hardware	125,598.08
Total Services	97,123.43
Travel	0.00
Total Hardware and Services	**222,721.61**

$222,721.61



Please Note:
October 1, 2021 there will be a significant price increase due to COVID related manufacturing costs. The increase is expected to be 30% or greater.

4/5G, FirstNet (AT&T) Static IP, SIM Cards

FIRSTNET™
Built with AT&T

Date	Customer	Account Team		
8/31/2021	Don Spady	Edgar Perdomo Esteban	Client Solution Executive	240-463-2819
	Director of IT	Celia Carmo	FirstNet Principal Consultant	703-223-3883
Quote valid for 30 days	City of Manassas Park	Vanessa Moncada	Account Executive	240-377-7503
	703.335.0027			
	Don.Spady@manassasparkva.gov			

QTY:	Mobility Voice and or Data Plan*	Included Minutes/Data	Monthly Cost	Total Monthly Cost	Total Annual Cost
	Description:			Standard	Standard
33	FirstNet Unlimited Data for Data Only Devices	Unlimited	$36.99	$1,220.67	$14,648.04
33	FirstNet APN Static IP	Unlimited	$3.00	$99.00	$1,188.00
33	Federal Regulatory Charge**	-	$1.75	$57.75	$693.00

	Monthly Cost	Annual Cost
Baseline Cost pre-tax and fees:	**$1,377.42**	**$16,529.04**

***All pricing based on Fairfax County Government Contract #4400006674**
****Federal Regulatory Charge is an estimate**

Plan Includes:

- Unlimited domestic data
- Waived Activation and Upgrade Fees
- 20% Service discount on qualifying monthly charges
- Priority/Preemption on the Network
- Domestic data roaming included
- Upgrade available after completing 12 months of service
- 40% Accessory discount on qualifying accessory purchases
- Dedicated Customer Service Line

SIM Cards are needed to operate the 4/5G, PTZ, Cameras.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2021, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the "City"), and BRC INTERNATIONAL CORPORATION, a Virginia corporation, its successors and assigns (collectively, the "Contractor").

WITNESSETH:

WHEREAS, the City desires to contract for the installation of security cameras, access controls and other security systems for its new City Hall and its Fire Station, Police Station, and Community Center (the "Project"); and

WHEREAS, Safeware, Inc. of Lanham, Maryland ("Safeware") has entered into Contract Number 4400008468 with Fairfax County, Virginia for the provision of Public Safety and Emergency Preparedness Equipment and Related Services (the "Fairfax Contract") pursuant to request for proposal RFP 2000002547 issued by Fairfax County on behalf of itself and other government agencies as the lead agency (the "Fairfax RFP"), which Fairfax Contract and Fairfax RFP are incorporated herein by this reference; and

WHEREAS, the Contractor, as a fully authorized and approved Safeware partner, submitted a proposal for the Police Station portion of the Project dated March 4, 2021 (the "Proposal"), which Proposal is attached to this Agreement as Exhibit A and incorporated herein by this reference, and which offers to provide to the City the same prices and terms provided in the Fairfax Contract, as authorized by the Fairfax RFP and the cooperative procurement provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq*.); and

WHEREAS, the Contractor subsequently submitted quotes for the new City Hall, the Fire Station, and the Community Center portions of the Project (the "Supplemental Quotes"), which Supplemental Quotes are attached to this Agreement as Exhibit B and incorporated herein by this reference, and which Supplemental Quotes are also attached to and incorporated into the Proposal by this reference (the Proposal and the Supplemental Quotes are hereinafter collectively referred to as the "Consolidated Proposal"); and

WHEREAS, the Proposal and the Supplemental Quotes included classified diagrams showing the locations where the deliverables are to be installed, which classified diagrams are incorporated into this Agreement by this reference; and

WHEREAS, the City has determined that the Contractor's Consolidated Proposal meets the needs of the City and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the Consolidated Proposal , the Fairfax Contract, the Fairfax RFP, and the cooperative procurement provisions of the Virginia Public Procurement Act.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance of this Agreement, with the specific deliverables listed in the Consolidated Proposal (together, the "Scope of Services"). The work performed will be bound by the terms of this Agreement, including all exhibits. Where a conflict exists between this Agreement and any exhibit, this Agreement shall control.

2. TERM.

The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate upon completion, and signed acceptance by the City, of the final deliverable for the Project as set forth in the Consolidated Proposal .

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services included in the Scope of Services shall be made in accordance with the Consolidated Proposal .

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

C. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for payment. The City shall make payment to the Contractor within thirty (30) days following receipt thereof.

D. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City. The City shall pay the Contractor for such work as agreed in advance in writing.

E. The Contractor reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of two (2) years after the expiration of this Agreement. The Contractor shall at all reasonable times during any Term and said 2-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and said 2-year period.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of work contemplated by this Agreement.

B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

7. INSURANCE.

A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:

1) COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

2) AUTOMOBILE LIABILITY. Automobile Liability insurance with limits no less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

3) WORKERS COMPENSATION. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

B. The City shall be named as an additional insured on all insurance policies with respect to work performed by or on behalf of the Contractor, including any umbrella insurance

policy used to meet the required coverage listed above, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. The City shall receive thirty (30) days advance notice of cancellation of any required insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. HOLD HARMLESS; INDEMNIFICATION.

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. CONTRACTOR CERTIFICATIONS.

A. The Contractor certifies that:

1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.

2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.

B. The City may void this Agreement if the Contractor fails to comply with the requirements of this Section.

10. TREATMENT OF ASSETS.

A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.

B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever (collectively, "Works"), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.

C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

11. PRIVACY; SECURITY

A. The Contractor, its directors, officers, managers, employees, agents, assignees, delegatees, and subcontractors (collectively, the "Recipients") might acquire access to and/or come into possession of certain personal, confidential, and/or proprietary information of the City, its officers, employees, agents, contractors, and/or customers in various forms, formats, medias and data compilation of any kind (the "Confidential Information"), such Confidential Information including but not limited to the following:

1) personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information, of certain individuals and citizens of the United States of America and other countries;

2) information that describes the design, function, operation, or access control features of any City building, utility, or property, and any security system used to control access to any City building, utility, or property;

3) information concerning security or safety plans for City buildings or property;

4) information regarding the City's proprietary ideas for proposed products or services, and any design, utility, patents, processes, technology and other descriptive information relating thereto;

5) the fact that the City is considering a number of strategic alternatives relating to its ideas, inventions, business or assets;

6) information and materials relating to plans for research and development, other product ideas, other service ideas, techniques, marketing and selling, business plans, and licenses and contracts to which the City is a party or is currently in negotiations;

7) information and materials relating to technical data, developments, inventions, processes, methods, business methods and models, formulas, technology, designs, drawings, engineering, and hardware configuration information (whether regarding its proposed products or services or otherwise);

8) information and materials relating to the City's proprietary technology (including the proposed products or services), software, hardware, equipment and systems, now owned or hereafter acquired and further developed, and related intellectual property, patents, software, products, processes and technology;

9) trade secrets; and

10) any other information that derives or may derive economic value, either directly or indirectly, from being confidential and/or proprietary to the City.

B. The Contractor shall ensure that at all times that the Recipients keep all Confidential Information confidential and hold all Confidential Information in trust and confidence, and shall not disclose any of the Confidential Information to any other person or third party, except as expressly permitted herein or by applicable law.

C. The Contractor shall ensure and be responsible for the following:

1) Each Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination and/or publication of the Confidential Information as the Recipient uses to protect its own confidential and/or proprietary information of a like nature. The Confidential Information shall be used by the Recipients only as necessary to perform this Agreement, and the Recipients shall not modify, reverse engineer, disassemble, alter, create other works from or confusingly or substantially similar to, or otherwise use the Confidential Information for their or any third party's profit or benefit.

2) Each Recipient agrees to share the Confidential Information only with a limited number of the Recipient's directors, officers, employees, financing sources, legal counselors, consultants, and agents who need to know such information in connection with the performance of this Agreement (collectively, the "Representatives"). The Recipient shall not disclose any of the Confidential Information to the Recipient's affiliates until the City has given its approval in writing, which approval may be withheld by the City in its sole discretion. If the City gives it written approval, the Recipient shall ensure that all individuals who are given access to the Confidential Information (a) are provided a copy of this Agreement and specifically informed of the confidential nature of the Confidential Information, and (b) agree to be bound by and will conduct their work in accordance with the terms of this Agreement. Regardless, the Recipient shall be responsible for any breach of this Agreement by any and all of those who gain access to any of the Confidential Information via or on behalf of the Recipient.

3) Upon termination of this Agreement or earlier upon demand by the City, all of the Confidential Information, including copies, written notes, photographs, and memoranda thereof or relating thereto – whether or not produced or provided by the City – shall be destroyed or returned to the City Manager at the address specified in Section 22 below, unless otherwise authorized in writing by the City. Destruction of such documents shall be certified by an officer of the Recipient. The Recipient shall waive, and cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy

4) Notwithstanding the foregoing, in the event that a Recipient is required by law or regulation to disclose any of the Confidential Information, the Recipient shall: (a) provide the City with prompt notice of such requirement prior to the disclosure; (b) give the City all available information, reasonable assistance and necessary authority to enable the City to take the measures that the City, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (c) cooperate fully with the City in contesting such disclosure and/or in obtaining a protective order; and (d) limit what is disclosed to the maximum extent possible under law or regulation.

D. A Recipient's obligation hereunder to hold the Confidential Information confidential does not apply to any of the Confidential Information that the Recipient shows (a) was or is published or otherwise made available to the general public through no act or failure to act on the part of the Recipient; or (b) was known to the Recipient at the time of the Recipient acquired access to or came into possession of the Confidential Information.

12. <u>COMPLIANCE WITH LAWS</u>.

A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

13. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.

B. Any rights, work or services assigned or delegated hereunder and any subcontract or sub-subcontract shall be subject to procurement procedures where applicable as set forth in

local, state and/or federal statutes, ordinances, regulations and guidelines as well as each provision of this Agreement, which must be acknowledged and agreed to in writing by each such assignee, delegatee, subcontractor, and sub-subcontractor.

C. Any subcontract and sub-subcontract not listed in this Agreement must have express advance written approval by the City. Every approved subcontractor and sub-subcontractor must provide its federal tax identification number (*i.e.*, Social Security Number for an individual; Employer Identification Number for all others).

14. PAYMENT TO SUBCONTRACTORS.

A. Within seven (7) days following receipt of payments made pursuant to this Agreement, the Contractor shall take one of the following actions with regard to subcontractors:

1) Pay the subcontractor its proportionate share of the total payment received from the City for the work performed by the subcontractor; or

2) Notify the City Manager and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's proportionate share of the payment from the City and the reason(s) for nonpayment.

B. The Contractor shall pay interest to all subcontractors on all amounts owed by the Contractor to subcontractors that remains unpaid after seven (7) days following receipt by the Contractor of a payment made pursuant to this Agreement by the City. The interest required by this Subsection will accrue at the rate of one percent (1%) per month. The interest requirement set forth in this Subparagraph shall not be construed to be an obligation of the City and this Agreement shall not be amended or modified for the purpose of providing reimbursement for such interest charges.

C. The Contractor shall include in each of its subcontracts a requirement that each subcontractor include or otherwise be subject to the payment and interest requirements of this Section with respect to sub-subcontracts.

15. PROHIBITED INTEREST.

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

16. CHANGES.

Either party may request changes or additions to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement will be valid or binding upon either party unless such change or addition is in writing and is signed on behalf of both parties. Any such change or addition will be in the form of an amendment that will become part of this Agreement.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the services proposed by this Agreement resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as work outside the Scope of Services pursuant to Subsection 3D above or deleted from the Scope of Services.

C. The City shall make provision for access to the property and/or project and adjacent properties as necessary for performing the services contemplated herein.

18. TERMINATION; DEFAULT AND REMEDY.

A. If funds are not appropriated by the Governing Body for the purposes of this Agreement for any fiscal year (from and including July 1 through and including the following June 30) subsequent to the fiscal year in which this Agreement is entered into, then the City may terminate this Agreement by providing at least thirty (30) days' advance written notice to the Contractor.

B. In addition to any other reason provided in this Agreement, the City may terminate this Agreement, and any work or delivery required hereunder, from time to time either in whole or in part, for any of the following reasons.

1) If the Contractor or any subcontractor substantially violates any of the provisions of this Agreement;

2) If the Contractor substantially fails to perform any part of this Agreement;

3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or fails to provide services under this Agreement for a period of seventy-two (72) hours;

4) If the Contractor (i) becomes insolvent in a bankruptcy sense; (ii) is generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffers, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffers, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffers, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) becomes the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a

period of ninety (90) days; (viii) voluntarily suspends substantially all of its business operations; (ix) is merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) takes action for the purpose of any of the foregoing,

C. Termination shall be effected by providing a written notice of termination (a "Notice"), signed by the City Manager or the Chief of Police, to the Contractor, which will state the extent and effective date of termination. For a termination for cause, the Notice will also state the manner in which the Contractor is in default and the cure period, if any. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

D. The Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination. Upon receipt of a Notice, the Contractor shall:

1) Cease any further deliveries or work due under this Agreement, on the effective date and to the extent that is specified in the Notice.

2) Place no further orders with any subcontractors, except as may be necessary to perform that portion of this Agreement not subject to the termination.

3) Terminate all subcontracts except those made with respect to contract performance not subject to the termination.

4) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City's Finance Director.

5) Use its best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this section.

6) Account for any property in its possession belonging to the City and dispose of it in a manner as directed by the City.

E. After complying with the provisions of subsection D above, the Contractor shall, no later than six (6) months after the effective date of the termination, submit to the City Manager or the Chief of Police a termination claim.

F. If the Contractor fails to perform any part of this Agreement during an emergency declared by the City Manager or other authorized official, and such failure seriously threatens the health, safety or welfare of the City's citizens, the City Manager or his designee may, in his sole discretion, provide verbal notice to the Contractor of his intention to terminate the services of the Contractor and, if after serving such verbal notice the violation is not corrected to the City Manager's reasonable satisfaction by the deadline stated in such verbal notice, the City may then terminate this Agreement and take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor shall treat such verbal notice as a Notice and shall comply with the provisions of subsection D above. Any such verbal notice shall be followed by a written Notice memorializing the verbal notice, said written Notice to be provided

within a reasonable period of time, taking into consideration the nature and extent of the emergency.

G. The Contractor shall be liable to the City for all reasonable costs occasioned by the City in taking over the work and prosecuting it to completion following termination of this Agreement for cause. The Contractor shall make payment promptly upon demand by the City.

H. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

I. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19. DISPUTES; APPEALS.

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the Chief of Police. The decision of the Chief of Police shall be final and conclusive unless the Contractor submits to the City Manager a written and signed request for a hearing on the dispute no later than two (2) weeks following the date of such decision.

B. If the City terminates this Agreement or any work or delivery required hereunder pursuant to the provisions of subsection 18B or 18F above, the Contractor may submit to the City Manager a written and signed request for a hearing on the termination no later than two (2) weeks following its receipt of the Notice.

C. The City Manager shall hold a hearing on the dispute or termination within two (2) weeks following receipt of the request for a hearing from the Contractor. The Contractor will be afforded an opportunity to be heard by the City Manager and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision except as otherwise stated in a Notice. The decision of the City Manager will not be arbitrary or unreasonable and will be made within thirty (30) days following the hearing.

D. The Contractor shall not bring an action against the City, its officers, employees, or agents arising out of or relating to a dispute or termination before the decision has been issued by the City Manager. The City Manager's decision shall be final unless the Contractor brings an action against the City in a court of competent jurisdiction listed in Subsection 26B below.

20. NONDISCRIMINATION.

A. During the performance of this Agreement:

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 nondiscrimination clause, including the names of all contracting state agencies with which the Contractor has contracts of over $10,000.

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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation, however, shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.

3) If the Contractor employs more than five (5) employees, the Contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Virginia Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement:

1) The Contractor will provide a drug-free workplace for the Contractor's employees.

2) The Contractor will 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) The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

22. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

23. THIRD PARTY RIGHTS.

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24. NOTICE.

Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail, certified U.S. mail or via fax or email to the City Manager or the Chief of Police at One Park Center Court, Manassas Park, Virginia 20111, (703) 335-0053, or l.palko@manassasparkva.gov or m.lugo@manassasparkva.gov, respectively, as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile or email, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

25. ATTORNEYS' FEES AND COSTS.

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

26. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

27. SEVERABILITY; WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances,

such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

28. AMBIGUITY; MEANING OF "CITY".

E. The Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.

F. The term "City", as used in this Agreement, shall mean the person, board, commission, committee, or other sub-unit or official of the City having the legal obligation or right to act on behalf of the City, as the context may require.

29. MISCELLANEOUS.

A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

B. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.

D. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

BRC INTERNATIONAL CORPORATION,
a Virginia corporation

Address: 13873 Park Center Road, Suite 130
Herndon, VA 20171

Fax No.: (703)842-8499

Email: finance@brcicorp.com

Federal Tax ID No.: 27-4446548

Virginia SCC ID No.: 0731645-8

By: _____
Name: Mark Wenners
Title: President

ATTEST:

_____
Name: Justice Paxson
Title: VP Sales

THE CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: _____
Laszlo Palko, City Manager

ATTEST:

_____
Lana Conner, City Clerk

APPROVED AS TO FORM:

_____
Dean H. Crowhurst, City Attorney

EXHIBIT A

THE PROPOSAL

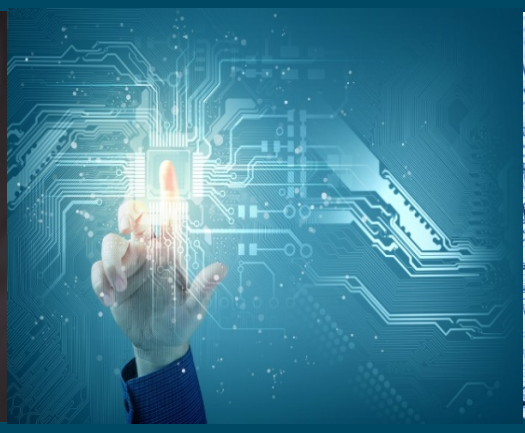
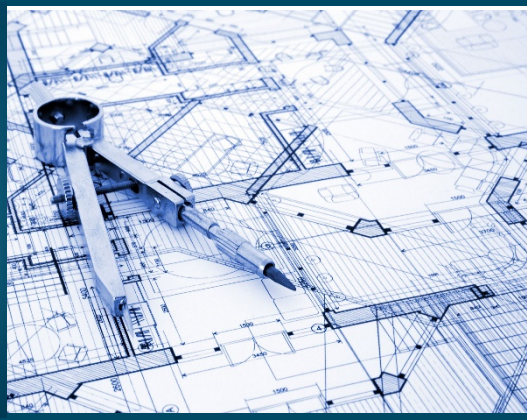
City of Manassas Park Police Department

City of Manassas Surveillance System Upgrade and Intersection Cameras

Volume I: Technical Proposal

Date: March 4 2021
Proposal #: 712

Submitted to:
Mario Lugo
Chief of Police
m.lugo@manassasparkva.gov
Phone: 703-335-0665

Submitted by:
BRC International
Justice Paxson
Principal
13873 Park Center Rd. Suite 130
https://brcicorp.com/
Herndon, VA 20170
Email: jpaxson@brcicorp.com
Cell:540-272-0685
Office: 703-259-3961

This proposal includes data that shall not be disclosed outside MPD and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, MPD shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the MPD right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal."

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1 Statement of Work 4
1.1 Overview 4
2 Pricing 10
Payment Milestones 10
General Terms and Conditions 10
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4 Attachment B 11

March 4th , 2021

Dear Chief Lugo,

BRC International (BRCI) is pleased to submit this proposal to provide materials and installation support for upgrading the City of Manassas Park Police headquarters building with a true enterprise class Video Management system. This also includes ten (10) pole mounted cameras at intersections locations throughout the district.

BRCI's pricing is valid for 60 days from date of submission. Our pricing is based on our visit to the site and the solicitation instructions provided by Chief Lugo.

Upon your review, should you have any questions regarding our proposal, please feel free to contact me directly.

Respectfully,

Justice Paxson
Principal
Office: (703) 259-3961
jpaxson@brcicorp.com

1 Executive Summary

BRC International (BRCI) has over 20 years of experience in the design and installation of large comprehensive security solutions to government agencies worldwide. Our systems are used to safeguard lives, materiel assets, and mission objectives. BRCI is a turnkey systems integrator, providing design, installation, and integration of public security and safety systems, including:

- Access Control
- Intrusion Detection
- Surveillance Systems
- Command and Control Centers
- Asset Tracking
- Barriers and Turnstiles
- Fencing
- Fire/Life Safety Systems

Headquartered in Leesburg, Virginia, with four regional offices in the United States, BRCI has over 20 years of experience in the design and installation of comprehensive security solutions to government agencies. Our systems are used worldwide to safeguard lives, material assets, and mission objectives.

Our staff of more than 30 employees is empowered and expected to meet the complex security enhancements required in today's world. BRCI provides and supports design, integration, network management, on-site managed services, and consultation. We define, design, implement and maintain the preferred solution to meet our customer's security needs.

BRCI has quoted this project under Safeware OMNIA Partners Homeland Security & Public Safety Contract number#4400008468. Omnia Partners is a government purchasing cooperative group that offers reduced costs on goods and services through competitively solicited contracts awarded by lead public agencies. The Omnia Partners contract is competitively bid. Public agencies can eliminate the bid process through the Joint Powers Authority of Cooperative Procurement Authority and purchase their supplies and services at a reduced cost. Agencies that use this contract experience on average a 5% savings over traditional procurement practices in process alone.



1 Statement of Work

This section details our understanding of and compliance with the scope of the Security Upgrades & Equipment at the Police Headquarters located in Manassas, VA and 10 intersections.

1.1 Overview

BRCI understands the scope of this project includes providing all labor, materials, equipment, tools, transportation, and other services necessary for a turn-key Electronic Security System (ESS) composed of the following:

- IT-enabled Access Control System (ACS) that complies with Federal Identity, Credential and Access Management (FICAM) and Homeland Security Presidential Directive (HSPD) 12
- Internet Protocol Video Surveillance System (IPVSS)
- Remote camera coverage at intersections
- Controlling access to parking area

BRCI selected Avigilon/Motorola as the Video Management system (ACC) and Access Control System at the Police Headquarters. This will be a true enterprise class solution giving Manassas Park the ability to expand with thousands of cameras and hundreds of card readers as needed. This system will give Manassas Park the ability to automate alerts and notify the authority that an event has occurred within facility.

Key Features:

FOCUS OF ATTENTION (FOA) INTERFACE

A cutting-edge user interface for live video monitoring that leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.

UNUSUAL MOTION & ACTIVITY DETECTION

Advanced AI technology that highlights the unanticipated by automatically flagging unusual motion and activity. This edge-based intelligence technology distinguishes between typical and atypical events by continuously learning from observation of scenes over time. Unusual Motion Detection (UMD) detects atypical movement, while Unusual Activity Detection (UAD) is object-aware and detects the anomalous speed and location of people and vehicles.

FACIAL RECOGNITION

ACC 7 software incorporates AI-powered facial recognition technology to help accelerate response times by identifying people of interest. People of interest are identified based on one or more secure watch lists managed by authorized users at an organization. Avigilon cameras licensed for facial recognition will search the configured face watch lists for

potential matches. If a match is found, operators can be notified either using the FoA interface or through ACC alarms using armed panels or the alarm view. ACC will display the video image that triggered the alarm along with the reference image from the watch list, enabling operators to verify the match and act quickly.

AVIGILON APPEARANCE SEARCH™ TECHNOLOGY

A sophisticated AI search engine that enables operators to sort through hours of recorded video with ease and quickly locate a person or vehicle of interest across an entire site. Search for a person or vehicle by entering a physical description or by finding an example in recorded video.

ADVANCED VIDEO ANALYTICS

You can't be everywhere all the time — our self-learning video analytics solutions can monitor an area 24/7/365. They are designed to accurately recognize the movement of people and vehicles, differentiating it from motion that is not relevant to a scene.

HIGH DEFINITION STREAM MANAGEMENT (HDSM) TECHNOLOGY

Reduces bandwidth from the server to the ACC Client by providing maximum image detail while minimizing bandwidth usage, helping to keep internet connectivity costs down.

HDSM SMARTCODEC™ TECHNOLOGY

Enables cameras to enhance compression levels for regions in a scene to help reduce bandwidth by up to 50% compared to standard H.264 and H.265 compression.

HD VIDEO APPLIANCE, ALL-IN-ONE SERVER, STORAGE SOLUTION, WORKSTATION & NETWORK SWITCH

The HD Video Appliances (HDVAs) are designed to help shorten installation time, simplify deployment and reduce the cost and complexity of your security system. All Avigilon HDVAs come pre-loaded with ACC software so you can be up and running in no time, plus our Pro 24-Port and 16-Port models feature advanced functionalities including replaceable power supplies and video drives, larger storage capacities and increased throughput.



ONVIF PROFILE S COMPLIANCE

Meets ONVIF specifications relating to sending video data over an IP network to a Profile S client, as well as other functions like PTZ control, audio in, multicasting and relay outputs.

H4 MULTISENSOR CAMERAS

Provides exceptional scene coverage and high image detail with three or four individually configurable camera sensors that can be positioned to monitor virtually any area.



H4 FISHEYE CAMERA

A cost-effective, easy-to-install solution that is designed to provide broad, high-definition coverage with fewer cameras and is available in 6 and 12 MP resolutions featuring exceptional frame rates up to 30 FPS.



5SL CAMERAS

A versatile and cost-effective security solution — offering ease of installation, flexible design features and various lens options — that is backed by an industry-leading warranty.



AVIGILON ACCESS CONTROL MANAGER (ACM) SYSTEM

The ACM™ system is a physical access control system for enterprise-class installations, designed to help you focus on securing your people, property and assets, while giving you the flexibility to respond to alerts wherever you are. It seamlessly integrates with ACC software to provide you with a powerful and unified security solution that helps you proactively monitor and secure your sites.

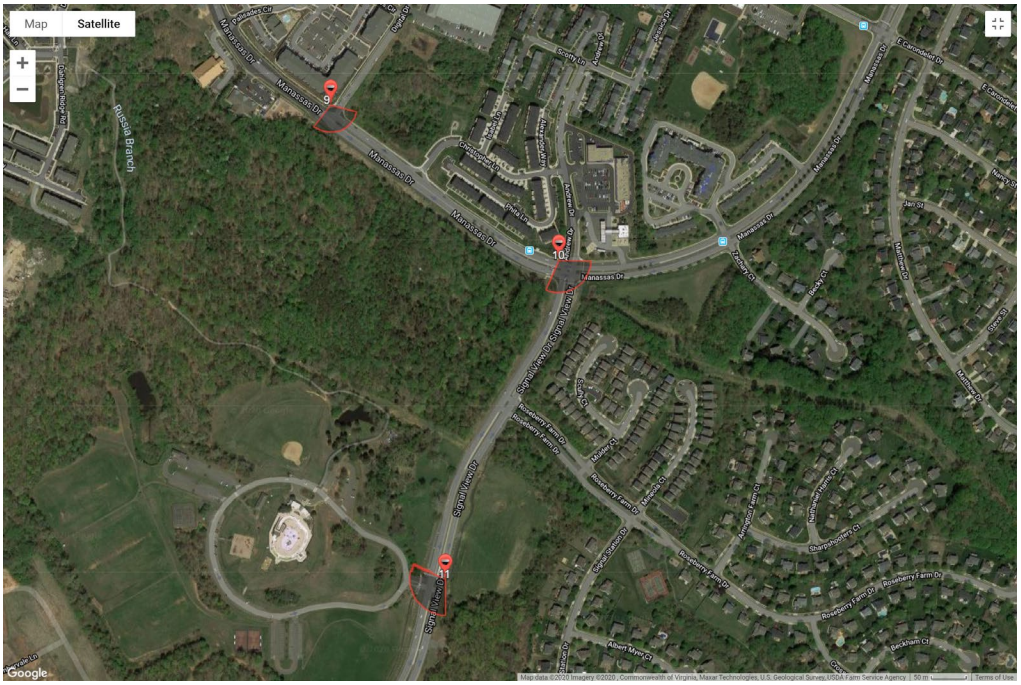


The BRCI team will provide a complete turnkey solution on the installation of Avigilon IP cameras and headend system. This system will be a true enterprise class solution that will give the City of Manassas PD video coverage at multiple locations. The BRCI team performed a

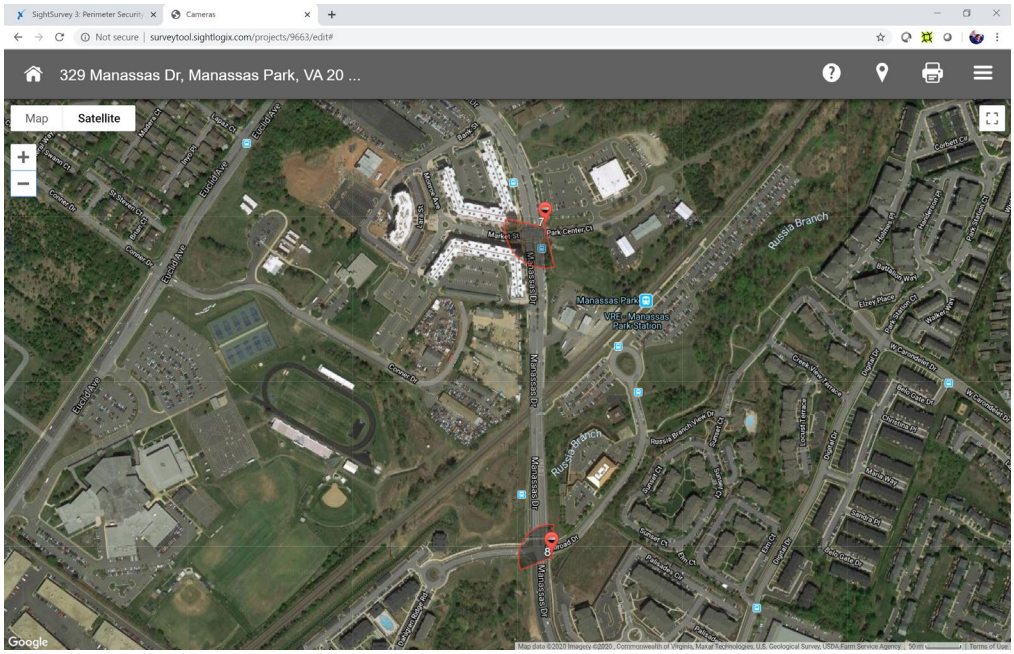
technical survey on February 14th and noted the following during our survey, refer to attachment A for the camera details:

1. Replace legacy proprietary analog system with a new IP based system.
2. Replace thirty-seven (37) legacy cameras with new 3.0MP cameras mini domes.
3. Replace (8) legacy PTZ cameras with 2MP 30X IP based PTZ cameras.
4. Install one head end system with 48TB of storage supporting Windows 10.
5. Install two (2) remote workstations for the Command Room. The system will have motion-based analytics for alerting the PD of an incident.
6. Install ten (10) new SeSys 40x PTZ cameras at 10 locations, refer to camera placements listed below.
7. The PTZ cameras will be powered from the streetlight power, the BRCI team will need to know the voltage at each of the 10 locations. The cameras will be streamed via 4G/5G to the Command Center for live viewing.

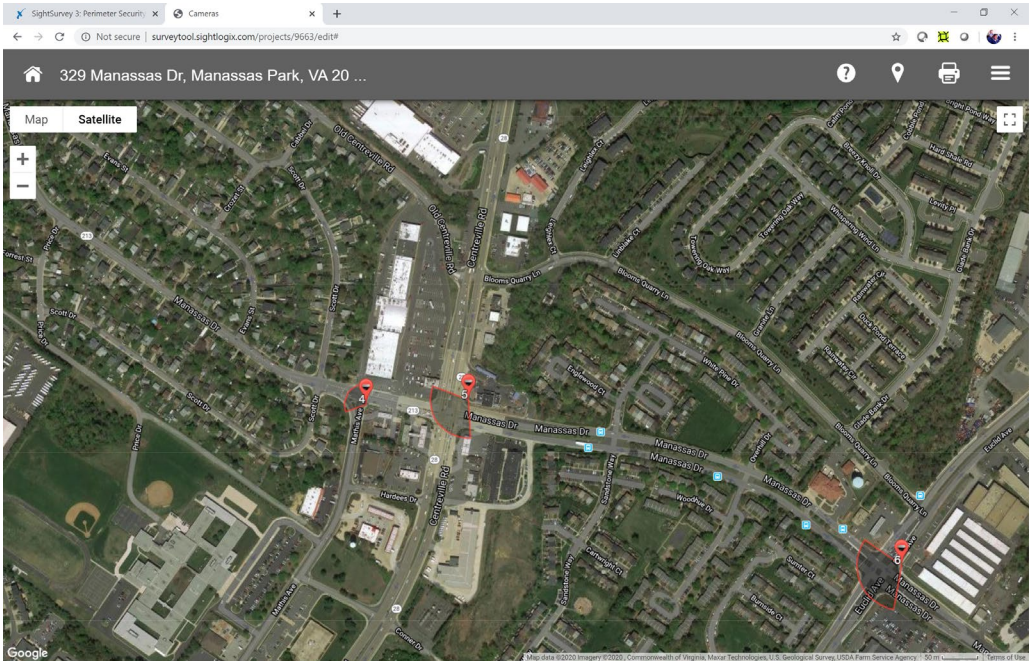
Camera placement 1



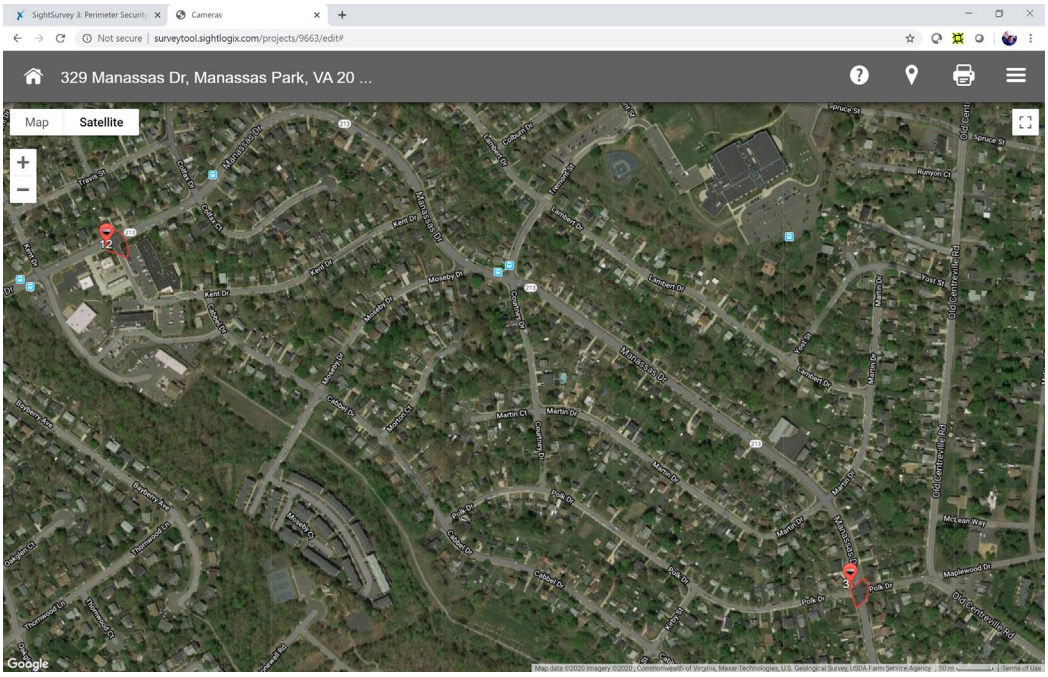
Camera placement 2



Camera placement 3



Camera placement 4



2 Pricing

The official Safeware quotation (Quote #: 1789997) can be found as an attachment to this proposal containing all hardware and professional services required to accomplish the tasks outlined in this proposal. The total project price is offered at $365,449.07. The proposed professional services are provided on a firm fixed basis. Refer to Attachment B for detailed breakout.

Payment Milestones

Safeware will invoice the City of Manassas Park Police for all product and hardware upon receipt at the project site listed within this proposal.

Safeware will invoice the City of Manassas Park Police for the professional services performed at the completion of the site listed in this Statement of Work and project schedule on a monthly basis.

General Terms and Conditions

The following terms and conditions of sales will govern your purchases of products and/or services from BRCI, unless MPP and BRCI have entered into a separate written agreement, in which case such separate written agreement will govern.

- During post-award site survey, BRCI will evaluate the existing AC electrical and ground system to determine its suitability. Any deficiencies in base AC electrical power or grounding system will require a modification.
- BRCI assumes no Davis Bacon wages are required for the project.
- The BRCI warranty does not apply to any product that is damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, improper operating environment (including lack of proper temperature, humidity, ventilation or air quality control), flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond BRCI's control, or if the equipment is not properly maintained by Customer during the warranty period, as determined solely by BRCI. The warranty does not apply to, and BRCI has no responsibility for, products that have been modified by Customer without prior written approval by BRCI.
- Software is non-returnable and non-refundable
- Any returned product may be subject to a restocking fee

3 Attachment A

QUOTATION

4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
1789997	
Order Date	Page
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Quote Expires On 6/2/2021

Bill To: **Customer ID:** 25515

City of Manassas Park
Accounting Department
1 Park Center Manassas
Park, VA, 20111

Ship To:

City of Manassas Park Accounting
Department
1 Park Center Manassas Park, VA,
20111

PO Number	*Taker*	*Email*
Manassas Park HQ Quote	Peter Van Kirk	pvankirk@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	561-262-8343	

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					PVANKIRK For questions regarding this proposal Please contact: Peter Van Kirk Safeware Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com			
5.00	0.00	5.00	EA		BRC 32C-H4A-4MH-360	EA	1,743.95	8,719.75
					Safeware List Price: 3,941.14 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		4x 8 MP, WDR, LightCatcher 4mm, Camera Only	1.0		
30.00	0.00	30.00	EA		BRC 3.0C-H5SL-D1-IR	EA	359.69	10,790.70
					Safeware List Price: 812.58 ***Contract Discount:*** 41%	***Your Discount:***	55.73%	
			1.0		3.0 MP, WDR, LightCatcher Day/Night, Indoor Dome, 3-9mm f/1.4,	1.0		
					Ordered As: 3.0C-H5SL-D1-IR			
3.00	0.00	3.00	EA		BRC 3.0C-H4VI-RO1-IR	EA	835.65	2,506.95
					Safeware List Price: 2,125.42 ***Contract Discount:*** 41%	***Your Discount:***	60.68%	
			1.0		Dual Pedestal w/Card Reader	1.0		
					Ordered As: 3.0C-H4VI-RO1-IR			
7.00	0.00	7.00	EA		BRC 15C-H4A-3MH-270	EA	1,307.97	9,155.79
					Safeware List Price: 2,965.42 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.		Unit Size		
			1.0		3x 5 MP, WDR LightCatcher, 2.8mm, Camera Only **Ordered As:** 15C-H4A-3MH-270	1.0		
55.00	0.00	55.00	EA		BRC ACC7-ENT **Safeware List Price:** 311.29 **Contract Discount:** 10% ACC 7 Enterprise Edition camera license	EA **Your Discount:** 32.30% 1.0	210.73	11,590.15
1.00	0.00	1.00	EA		BRC NVR4-VAL-48TB-NA **Safeware List Price:** 38,508.22 **Contract Discount:** 41% NVR4 VAL 48TB NA 1U Rack Mnt Windows 10 IoT	EA **Your Discount:** 55.75% 1.0	17,039.89	17,039.89
6.00	0.00	6.00	EA		BRCI S8P-124W-NA **Safeware List Price:** 1,094.76 **Contract Discount:** 41% 8 Port Gigabit PoE Switch 124W - NA	EA **Your Discount:** 55.75% 1.0	484.43	2,906.58
7.00	0.00	7.00	EA		BRC POE-INJ2-60W-NA **Safeware List Price:** 247.12 **Contract Discount:** 41% Indoor single port POE+ injector **Ordered As:** POE-INJ2-60W-NA	EA **Your Discount:** 55.89% 1.0	109.00	763.00
5.00	0.00	5.00	EA		BRC POE-INJ2-PLUS-NA **Safeware List Price:** 123.56 **Contract Discount:** 41% Indoor single port POE+ injector	EA **Your Discount:** 55.89% 1.0	54.50	272.50
3.00	0.00	3.00	EA		BRC RM5-WKS-2MN-NA **Safeware List Price:** 3,294.92 **Contract Discount:** 41% Remote Workstation 2 Monitors **Ordered As:** RM5-WKS-2MN-NA	EA **Your Discount:** 55.89% 1.0	1,453.30	4,359.90
5.00	0.00	5.00	EA		BRC H4AMH-AD-IRIL1 **Safeware List Price:** 543.66 **Contract Discount:** 41% Optional IR illuminator ring, up to 30m **Ordered As:** H4AMH-AD-IRIL1	EA **Your Discount:** 55.89% 1.0	239.80	1,199.00
7.00	0.00	7.00	EA		BRCI IRPTZ-MNT-WALL1 **Safeware List Price:** 246.33 **Contract Discount:** 41% Pedant wVideo mount adapter For use with H4 IR PTZ	EA **Your Discount:** 71.98% 1.0	69.03	483.21
7.00	0.00	7.00	EA		BRC H4AMH-AD-CEIL1 **Safeware List Price:** 247.12 **Contract Discount:** 41% Ceiling Mount **Ordered As:** H4AMH-AD-CEIL1	EA **Your Discount:** 54.37% 1.0	112.76	789.32

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
7.00	0.00	7.00	EA		BRC H4AMH-DO-COVR1	EA	120.27	841.89
		Safeware List Price:	263.58	**Contract Discount:** 41%		**Your Discount:**	54.37%	
			1.0		Dome Bubble and cover in ceiling	1.0		
		Ordered As:			H4AMH-DO-COVR1			
7.00	0.00	7.00	EA		BRC H4AMH-DC-COVR1	EA	50.86	356.02
		Safeware List Price:	115.33	**Contract Discount:** 41%		**Your Discount:**	55.90%	
			1.0		Dome Bubble and cover in ceiling	1.0		
		Ordered As:			H4AMH-DC-COVR1			
5.00	0.00	5.00	EA		BRC H4-MT-CRNR1	EA	65.40	327.00
		Safeware List Price:	148.28	**Contract Discount:** 41%		**Your Discount:**	55.89%	
			1.0		Corner mount adapter use with H4A-MT-WALL1	1.0		
		Ordered As:			H4-MT-CRNR1			
5.00	0.00	5.00	EA		BRC H4AMH-AD-PEND1	EA	116.26	581.30
		Safeware List Price:	263.58	**Contract Discount:** 41%		**Your Discount:**	55.89%	
			1.0		Outdoor pendant mount adapter	1.0		
		Ordered As:			H4AMH-AD-PEND1			
1.00	0.00	1.00	EA		BRC HD-NVR-ANK2-1	EA	736.67	736.67
		Safeware List Price:	1,614.50	**Contract Discount:** 41%		**Your Discount:**	54.37%	
			1.0		Analytics Kit Appearance Search and Face Recognition	1.0		
		Ordered As:			HD-NVR-ANK2-1			
4.00	0.00	4.00	EA		BRC DR-REL	EA	231.77	927.08
		Safeware List Price:	523.78	**Contract Discount:** 41%		**Your Discount:**	55.75%	
			1.0		Door Release Button	1.0		
		Ordered As:			DR-REL			
9.00	0.00	9.00	EA		BRC SE-TCAM-4GC 2TB	EA	6,635.05	59,715.45
		Safeware List Price:	14,994.45	**Contract Discount:** 41%		**Your Discount:**	55.75%	
			1.0		ONVIF S / G dome PTZ camera	1.0		
		Order Line Notes:			built-in IR LEDs (up to 200m) for day and night use• Up to 40x optical zoom• Image sensor: 3MP (2065 x 1533), 1/2.8" Progressive CMOS• Motor-controlled Varifocal lens (F1.6: 4.3 to 170 mm, viewing angle HxV: 62 ° -2° x 49 ° -1 °) with "One Push" autofocus and P-iris with automatic adaptation to changing light situations• Automatic changeover from color to B / W image (mechanical IR cut filter)• Wi-Fi, Ethernet & GPS capable• Integrated 4G router - Cradlepoint IBR600			

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Order Date	Page
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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					(Wi-Fi/4G) Router/Modem (Verizon or AT&T - customer must specify with order)• 16GB built in recording (upgradeable – see below)• Mains powered charger• Excludes SIM card• Excludes SeSys Connect Service			
9.00	0.00	9.00	EA		BRC SE-TCAM-EBKT	EA	119.02	1,071.18
			Safeware List Price:		268.98 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Easy Fit Bracket	1.0		
9.00	0.00	9.00	EA		BRC SE-CONNECT	EA	375.85	3,382.65
			Safeware List Price:		849.38 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Private Connection ANNUAL charge	1.0		
9.00	0.00	9.00	EA		BRC SE-110/5	EA	319.48	2,875.32
			Safeware List Price:		721.98 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Line voltage PSU in weather proof case	1.0		
9.00	0.00	9.00	EA		BRC 31965002	EA	111.50	1,003.50
			Safeware List Price:		251.98 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Increase storage 256GB	1.0		
9.00	0.00	9.00	EA		BRC 947-75TBR	EA	313.22	2,818.98
			Safeware List Price:		707.83 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		STREET Light adaptor	1.0		
9.00	0.00	9.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	5,990.13
			Safeware List Price:		1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
1.00	0.00	1.00	EA		BRC AC-APP-128R-ENT2-6	EA	6,903.16	6,903.16
			Safeware List Price:		15,600.36 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Access Control Manager Enterprise 6 Web-Based PACS Enterprise	1.0		
28.00	0.00	28.00	EA		BRC AC-MER-CON-MR52	EA	512.28	14,343.84
			Safeware List Price:		1,123.86 ***Contract Discount:*** 41%	***Your Discount:***	54.42%	
			1.0		Series 3 Two-Reader Interface Module	1.0		
2.00	0.00	2.00	EA		BRC AC-MER-CONT-LP1502	EA	930.11	1,860.22
			Safeware List Price:		2,108.74 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		Intelligent Controller Linux Based with 2 doors, 8 inputs and 4 outputs	1.0		
5.00	0.00	5.00	EA		BRC AC-LSP-16DR-MER-LCK	EA	778.64	3,893.20
			Safeware List Price:		1,861.62 ***Contract Discount:*** 41%	***Your Discount:***	58.17%	
			1.0		Sixteen Door Mercury Dual Voltage Integrated Power System	1.0		

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Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
54.00	0.00	54.00	EA		BRC AC-HID-READ-ICLASS-RP40	EA	205.64	11,104.56
					Safeware List Price: 466.22 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		RP40 Standard wall switch reader Wiegand; HID Prox, AWID	1.0		
100.00	0.00	100.00	EA		BRC AC-HID-CARD-ICLASS-SE-3000-AVG	EA	4.06	406.00
					Safeware List Price: 9.20 ***Contract Discount:*** 41%	***Your Discount:***	55.87%	
			1.0		iCLASS SE Contactless Smart Card 2k bit with 2 application areas	1.0		
2.00	0.00	2.00	EA		BRC 42-3-12	EA	547.48	1,094.96
					Safeware List Price: 1,237.24 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Metal Pedestal 42 inch for side gate with MC-CS-14-E	1.0		
5.00	0.00	5.00	EA		BRC DS-DS160	EA	64.44	322.20
					Safeware List Price: 138.80 ***Contract Discount:*** 41%	***Your Discount:***	53.57%	
			1.0		Request to Exit	1.0		
5.00	0.00	5.00	EA		BRC HE-100630443	EA	301.07	1,505.35
					Safeware List Price: 704.84 ***Contract Discount:*** 41%	***Your Discount:***	57.29%	
			1.0		HES Door Strikes	1.0		
5.00	0.00	5.00	EA		BRC 18012G	EA	5.88	29.40
					Safeware List Price: 13.28 ***Contract Discount:*** 41%	***Your Discount:***	55.72%	
			1.0		Door Contact	1.0		
1.00	0.00	1.00	EA		BRC LF-BRCI GATE	EA	34,953.01	34,953.01
					Safeware List Price: 78,989.86 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Side Gate Motor	1.0		
1.00	0.00	1.00	EA		BRC HE-100630443 SGPT	EA	14,407.67	14,407.67
					Safeware List Price: 32,559.71 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Side Gate Power/Trench	1.0		
4.00	0.00	4.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	2,662.28
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
					Ordered As: 4G2404/6-8-10G-BT			
4.00	0.00	4.00	EA		BRC WP-AC251822B	EA	853.17	3,412.68
					Safeware List Price: 1,869.83 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Cable Yellow 500FT Access Control Composite	1.0		
1.00	0.00	1.00	EA		BRC SERVICES MP	EA	117,346.63	117,346.63
					Safeware List Price: 173,846.85 ***Contract Discount:*** 10%	***Your Discount:***	32.50%	

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		BRCI Services	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
			1.0		OMNIA Contract #4400008468	1.0		
					Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Agency must be registered with OMNIA at www.omniapartners.com/publicsector			

Total Lines: 43

SUB-TOTAL:	365,449.07
TAX:	0.00
AMOUNT DUE:	**365,449.07**

Actual freight added per freight terms

EXHIBIT B

THE SUPPLEMENTAL QUOTES

QUOTATION

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Quote Expires On 6/2/2021

Bill To: **Customer ID:** 25515

City of Manassas Park
Accounting Department
1 Park Center Manassas
Park, VA, 20111

Ship To:

City of Manassas
Park Accounting
Department
1 Park Center
Manassas Park, VA,
20111

PO Number	*Taker*	*Email*
Manassas Park Fire Station Quote	Peter Van Kirk	pvankirk@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	561-262-8343	

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					PVANKIRK For questions regarding this proposal Please contact: Peter Van Kirk Safeware Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com			
3.00	0.00	3.00	EA		BRC 3.0C-H5SL-D1-IR	EA	359.69	1,079.07
					Safeware List Price: 812.58 ***Contract Discount:*** 41%	***Your Discount:***	55.73%	
			1.0		3.0 MP, WDR, LightCatcher Day/Night, Indoor Dome, 3-9mm f/1.4,	1.0		
					Ordered As: 3.0C-H5SL-D1-IR			
1.00	0.00	1.00	EA		BRC 3.0C-H4VI-RO1-IR	EA	864.47	864.47
					Safeware List Price: 2,125.42 ***Contract Discount:*** 41%	***Your Discount:***	59.33%	
			1.0		Dual Pedestal w/Card Reader	1.0		
2.00	0.00	2.00	EA		BRC 12.0-H4F-DO1-IR	EA	784.78	1,569.56
					Safeware List Price: 1,779.25 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		12.0 MP Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR	1.0		
1.00	0.00	1.00	EA		BRC 2.0C-H4PTZ-DP30	EA	1,932.89	1,932.89
					Safeware List Price: 4,794.63 ***Contract Discount:*** 41%	***Your Discount:***	59.69%	

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Outdoor Dome PTZ Parapet	1.0		
5.00	0.00	5.00	EA		BRC 15C-H4A-3MH-270	EA	1,307.97	6,539.85
					Safeware List Price: 2,965.42 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		3x 5 MP, WDR LightCatcher, 2.8mm, Camera Only	1.0		
12.00	0.00	12.00	EA		BRC ACC7-ENT	EA	210.73	2,528.76
					Safeware List Price: 311.29 ***Contract Discount:*** 10%	***Your Discount:*** 32.30%		
			1.0		ACC 7 Enterprise Edition camera license	1.0		
1.00	0.00	1.00	EA		BRC HD-NVR4-STD-16TB-NA	EA	9,537.25	9,537.25
					Safeware List Price: 22,296.33 ***Contract Discount:*** 41%	***Your Discount:*** 57.23%		
			1.0		NVR4 VAL 16TB NA 1U Rack Mnt Windows 10 IoT	1.0		
2.00	0.00	2.00	EA		BRCI S8P-124W-NA	EA	484.43	968.86
					Safeware List Price: 1,094.76 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		8 Port Gigabit PoE Switch 124W - NA	1.0		
1.00	0.00	1.00	EA		BRC POE-INJ2-60W-NA	EA	109.00	109.00
					Safeware List Price: 247.12 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Indoor single port POE+ injector	1.0		
7.00	0.00	7.00	EA		BRC POE-INJ2-PLUS-NA	EA	54.50	381.50
					Safeware List Price: 123.56 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Indoor single port POE+ injector	1.0		
1.00	0.00	1.00	EA		BRC RM5-WKS-2MN-NA	EA	1,453.30	1,453.30
					Safeware List Price: 3,294.92 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Remote Workstation 2 Monitors	1.0		
10.00	0.00	10.00	EA		BRC IRPTZ-MNT-WALL1	EA	69.03	690.30
					Safeware List Price: 155.57 ***Contract Discount:*** 41%	***Your Discount:*** 55.63%		
			1.0		Pedant wall mount adapter For use with H4 IR PTZ	1.0		
8.00	0.00	8.00	EA		BRC H4AMH-AD-IRIL1	EA	239.80	1,918.40
					Safeware List Price: 543.66 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Optional IR illuminator ring, up to 30m	1.0		
3.00	0.00	3.00	EA		BRC H4AMH-AD-CEIL1	EA	109.00	327.00
					Safeware List Price: 247.12 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Ceiling Mount	1.0		
8.00	0.00	8.00	EA		BRC H4AMH-DO-COVR1	EA	116.26	930.08
					Safeware List Price: 263.58 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Dome Bubble and cover in ceiling	1.0		
3.00	0.00	3.00	EA		BRC H4AMH-DC-COVR1	EA	50.86	152.58
		Safeware List Price:	115.33		**Contract Discount:** 41%	**Your Discount:**	55.90%	
			1.0		Dome Bubble and cover in ceiling	1.0		
8.00	0.00	8.00	EA		BRC H4-MT-CRNR1	EA	67.66	541.28
		Safeware List Price:	148.28		**Contract Discount:** 41%	**Your Discount:**	54.37%	
			1.0		Corner mount adapter use with H4A-MT-WALL1	1.0		
8.00	0.00	8.00	EA		BRC H4AMH-AD-PEND1	EA	116.26	930.08
		Safeware List Price:	263.58		**Contract Discount:** 41%	**Your Discount:**	55.89%	
			1.0		Outdoor pendant mount adapter	1.0		
1.00	0.00	1.00	EA		BRC HD-NVR-ANK2-1	EA	736.67	736.67
		Safeware List Price:	1,614.50		**Contract Discount:** 41%	**Your Discount:**	54.37%	
			1.0		Analytics Kit Appearance Search and Face Recognition	1.0		
1.00	0.00	1.00	EA		BRC DR-REL	EA	231.77	231.77
		Safeware List Price:	523.78		**Contract Discount:** 41%	**Your Discount:**	55.75%	
			1.0		Door Release Button	1.0		
4.00	0.00	4.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	2,662.28
		Safeware List Price:	1,458.69		**Contract Discount:** 41%	**Your Discount:**	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
5.00	0.00	5.00	EA		BRC AC-MER-CON-MR52	EA	512.28	2,561.40
		Safeware List Price:	1,123.86		**Contract Discount:** 41%	**Your Discount:**	54.42%	
			1.0		Series 3 Two-Reader Interface Module	1.0		
1.00	0.00	1.00	EA		BRC AC-MER-CONT-LP1502	EA	962.18	962.18
		Safeware List Price:	2,108.74		**Contract Discount:** 41%	**Your Discount:**	54.37%	
			1.0		Intelligent Controller Linux Based with 2 doors, 8 inputs and 4 outputs	1.0		
1.00	0.00	1.00	EA		BRC AC-LSP-16DR-MER-LCK	EA	821.11	821.11
		Safeware List Price:	1,861.62		**Contract Discount:** 41%	**Your Discount:**	55.89%	
			1.0		Sixteen Door Mercury Dual Voltage Integrated Power System	1.0		
10.00	0.00	10.00	EA		BRC AC-HID-READ-ICLASS-RP40	EA	205.64	2,056.40
		Safeware List Price:	466.22		**Contract Discount:** 41%	**Your Discount:**	55.89%	
			1.0		RP40 Standard wall switch reader Wiegand; HID Prox, AWID	1.0		
20.00	0.00	20.00	EA		BRC AC-HID-CARD-ICLASS-SE-3000-AVG	EA	4.19	83.80

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Quote Expires On 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Safeware List Price: 9.20 ***Contract Discount:*** 41%	***Your Discount:***	54.46%	
			1.0		iCLASS SE Contactless Smart Card 2k bit with 2 application areas	1.0		
10.00	0.00	10.00	EA		BRC DS-DS160	EA	64.44	644.40
					Safeware List Price: 138.80 ***Contract Discount:*** 41%	***Your Discount:***	53.57%	
			1.0		Request to Exit	1.0		
10.00	0.00	10.00	EA		BRC HE-100630443	EA	301.07	3,010.70
					Safeware List Price: 704.84 ***Contract Discount:*** 41%	***Your Discount:***	57.29%	
			1.0		HES Door Strikes	1.0		
10.00	0.00	10.00	EA		BRC 18012G	EA	5.88	58.80
					Safeware List Price: 13.28 ***Contract Discount:*** 41%	***Your Discount:***	55.72%	
			1.0		Door Contact	1.0		
1.00	0.00	1.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	665.57
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
3.00	0.00	3.00	EA		BRC WP-AC251822B	EA	853.17	2,559.51
					Safeware List Price: 1,869.83 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Cable Yellow 500FT Access Control Composite	1.0		
1.00	0.00	1.00	EA		BRC SERVICES MPFS	EA	27,660.01	27,660.01
					Safeware List Price: 40,977.79 ***Contract Discount:*** 10%	***Your Discount:***	32.50%	
			1.0		BRCI Services	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
			1.0		OMNIA Contract #4400008468 Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Agency must be registered with OMNIA at www.omniapartners.com/publicsector	1.0		

Total Lines: 34

SUB-TOTAL:	77,168.83
TAX:	0.00
AMOUNT DUE:	**77,168.83**

Actual freight added per freight terms

QUOTATION

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Expiration Date: 6/2/2021

Bill To: **Customer ID:** 25515

City of Manassas Park
Accounting Department
1 Park Center Manassas
Park, VA, 20111

Ship To:

City of Manassas Park
Accounting Department
1 Park Center Manassas
Park, VA, 20111

PO Number	*Taker*	*Email*
Park Center Quote	Peter Van Kirk	pvankirk@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	561-262-8343	

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					PVANKIRK For questions regarding this proposal Please contact: Peter Van Kirk Safeware Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com			
4.00	0.00	4.00	EA		BRC 3.0C-H5SL-D1-IR	EA	359.57	1,438.28
					Safeware List Price: 812.58 ***Contract Discount:*** 41%		***Your Discount:*** 55.75%	
			1.0		3.0 MP, WDR, LightCatcher Day/Night, Indoor Dome, 3-9mm f/1.4,	1.0		
11.00	0.00	11.00	EA		BRC 20C-H4A-4MH-360	EA	618.55	6,804.05
					Safeware List Price: 3,459.66 ***Contract Discount:*** 41%		***Your Discount:*** 82.12%	
			1.0		4x 5 MP, WDR LightCatcher, 2.8mm, Camera Only	1.0		
2.00	0.00	2.00	EA		BRC 15C-H4A-3MH-270	EA	1,307.97	2,615.94
					Safeware List Price: 2,965.42 ***Contract Discount:*** 41%		***Your Discount:*** 55.89%	
			1.0		3x 5 MP, WDR LightCatcher, 2.8mm, Camera Only	1.0		
17.00	0.00	17.00	EA		BRC ACC7-ENT	EA	218.00	3,706.00
					Safeware List Price: 311.29 ***Contract Discount:*** 10%		***Your Discount:*** 29.97%	
			1.0		ACC 7 Enterprise Edition camera license	1.0		

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Expiration Date: 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
1.00	0.00	1.00 EA			BRC HD-NVR4-STD-16TB-NA	EA	9,866.13	9,866.13
		Safeware List Price:	22,296.33	*Contract Discount:* 41%		*Your Discount:*	55.75%	
			1.0		NVR4 VAL 16TB NA 1U Rack Mnt Windows 10 IoT	1.0		
6.00	0.00	6.00 EA			BRCI S8P-124W-NA	EA	484.43	2,906.58
		Safeware List Price:	1,094.76	*Contract Discount:* 41%		*Your Discount:*	55.75%	
			1.0		8 Port Gigabit PoE Switch 124W - NA	1.0		
11.00	0.00	11.00 EA			BRC POE-INJ2-60W-NA	EA	109.00	1,199.00
		Safeware List Price:	247.12	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Indoor single port POE+ injector	1.0		
2.00	0.00	2.00 EA			BRC POE-INJ2-PLUS-NA	EA	54.50	109.00
		Safeware List Price:	123.56	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Indoor single port POE+ injector	1.0		
1.00	0.00	1.00 EA			BRC RM5-WKS-2MN-NA	EA	1,453.30	1,453.30
		Safeware List Price:	3,294.92	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Remote Workstation 2 Monitors	1.0		
11.00	0.00	11.00 EA			BRC H4AMH-AD-IRIL1	EA	239.80	2,637.80
		Safeware List Price:	543.66	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Optional IR illuminator ring, up to 30m	1.0		
5.00	0.00	5.00 EA			BRC H4AMH-AD-CEIL1	EA	109.00	545.00
		Safeware List Price:	247.12	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Ceiling Mount	1.0		
11.00	0.00	11.00 EA			BRCI IRPTZ-MNT-WALL1	EA	109.00	1,199.00
		Safeware List Price:	246.33	*Contract Discount:* 41%		*Your Discount:*	55.75%	
			1.0		Pedant wVideo mount adapter For use with H4 IR PTZ	1.0		
11.00	0.00	11.00 EA			BRC H4AMH-DO-COVR1	EA	116.26	1,278.86
		Safeware List Price:	263.58	*Contract Discount:* 41%		*Your Discount:*	55.89%	
			1.0		Dome Bubble and cover in ceiling	1.0		
5.00	0.00	5.00 EA			BRC H4AMH-DC-COVR1	EA	52.63	263.15
		Safeware List Price:	115.33	*Contract Discount:* 41%		*Your Discount:*	54.37%	
			1.0		Dome Bubble and cover in ceiling	1.0		
11.00	0.00	11.00 EA			BRC H4-MT-CRNR1	EA	65.77	723.47
		Safeware List Price:	148.28	*Contract Discount:* 41%		*Your Discount:*	55.64%	
			1.0		Corner mount adapter use with H4A-MT-WALL1	1.0		

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Lanham, MD 20706-4328
USA
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Expirarion Date: 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
11.00	0.00	11.00	EA		BRC H4AMH-AD-PEND1	EA	116.26	1,278.86
					Safeware List Price: 263.58 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		Outdoor pendant mount adapter	1.0		
1.00	0.00	1.00	EA		BRC HD-NVR-ANK2-1	EA	736.67	736.67
					Safeware List Price: 1,614.50 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Analytics Kit Appearance Search and Face Recognition	1.0		
1.00	0.00	1.00	EA		BRC DR-REL	EA	231.77	231.77
					Safeware List Price: 523.78 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Door Release Button	1.0		
7.00	0.00	7.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	4,658.99
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
1.00	0.00	1.00	EA		BRC AC-MER-CON-MR52	EA	529.95	529.95
					Safeware List Price: 1,123.86 ***Contract Discount:*** 41%	***Your Discount:***	52.85%	
			1.0		Series 3 Two-Reader Interface Module	1.0		
6.00	0.00	6.00	EA		BRC AC-MER-CONT-LP1502	EA	962.18	5,773.08
					Safeware List Price: 2,108.74 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Intelligent Controller Linux Based with 2 doors, 8 inputs and 4 outputs	1.0		
1.00	0.00	1.00	EA		BRC AC-LSP-16DR-MER-LCK	EA	778.64	778.64
					Safeware List Price: 1,861.62 ***Contract Discount:*** 41%	***Your Discount:***	58.17%	
			1.0		Sixteen Door Mercury Dual Voltage Integrated Power System	1.0		
13.00	0.00	13.00	EA		BRC AC-HID-READ-ICLASS-RP40	EA	212.73	2,765.49
					Safeware List Price: 466.22 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		RP40 Standard wall switch reader Wiegand; HID Prox, AWID	1.0		
20.00	0.00	20.00	EA		BRC AC-HID-CARD-ICLASS-SE-3000-AVG	EA	4.19	83.80
					Safeware List Price: 9.20 ***Contract Discount:*** 41%	***Your Discount:***	54.46%	
			1.0		iCLASS SE Contactless Smart Card 2k bit with 2 application areas	1.0		
13.00	0.00	13.00	EA		BRC DS-DS160	EA	64.44	837.72
					Safeware List Price: 138.80 ***Contract Discount:*** 41%	***Your Discount:***	53.57%	
			1.0		Request to Exit	1.0		
5.00	0.00	5.00	EA		BRC BRCI/LOC	EA	814.35	4,071.75
					Safeware List Price: 1,840.34 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	

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Expiration Date: 6/2/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Electronic Crash Bar	1.0		
8.00	0.00	8.00	EA		BRC HE-100630443	EA	301.07	2,408.56
					Safeware List Price: 704.84 ***Contract Discount:*** 41%	***Your Discount:*** 57.29%		
			1.0		HES Door Strikes	1.0		
13.00	0.00	13.00	EA		BRC 18012G	EA	5.88	76.44
					Safeware List Price: 13.28 ***Contract Discount:*** 41%	***Your Discount:*** 55.72%		
			1.0		Door Contact	1.0		
2.00	0.00	2.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	1,331.14
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:*** 54.37%		
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
3.00	0.00	3.00	EA		BRC CM-CC605ADI	EA	196.68	590.04
					Safeware List Price: 444.48 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Duress Button	1.0		
5.00	0.00	5.00	EA		BRC WP-AC251822B	EA	853.17	4,265.85
					Safeware List Price: 1,869.83 ***Contract Discount:*** 41%	***Your Discount:*** 54.37%		
			1.0		Cable Yellow 500FT Access Control Composite	1.0		
7.00	0.00	7.00	EA		BRC 0834-001	EA	424.90	2,974.30
					Safeware List Price: 960.22 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		NETWORK CEILING SPEAKER WHT AXIS	1.0		
1.00	0.00	1.00	EA		BRC B9512G-KIT	EA	1,170.34	1,170.34
					Safeware List Price: 2,644.84 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		2N SIP Micophone Allows paging to multiple zones	1.0		
1.00	0.00	1.00	EA		BRC 3W-PG9862	EA	2,656.97	2,656.97
					Safeware List Price: 6,004.44 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Software AXIS Audio Manager	1.0		
3.00	0.00	3.00	EA		BRC C818283	EA	262.50	787.50
					Safeware List Price: 593.22 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		23-4P C6 CMP WHT 1BX SERIES	1.0		
1.00	0.00	1.00	EA		BRC AXIS	EA	1,503.41	1,503.41
					Safeware List Price: 3,397.53 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Remote Workstation 2 Monitors	1.0		
1.00	0.00	1.00	EA		BRC SERVICES PC	EA	58,049.86	58,049.86
					Safeware List Price: 129,628.92 ***Contract Discount:*** 41%	***Your Discount:*** 55.22%		
			1.0		BRCI Services	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		OMNIA Contract #4400008468 Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Agency must be registered with OMNIA at www.omniapartners.com/publicsector	1.0		

Total Lines: 39

SUB-TOTAL:	134,306.69
TAX:	0.00
AMOUNT DUE:	**134,306.69**

Actual freight added per freight terms

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Quote Expires On 4/8/2021

Bill To: **Customer ID:** 25515

City of Manassas Park
Accounting Department
1 Park Center Manassas
Park, VA, 20111

Ship To:

City of Manassas Park
Accounting Department
1 Park Center Manassas Park,
VA, 20111

PO Number	*Taker*	*Email*
City Hall Security Project Quote	Peter Van Kirk	pvankirk@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	561-262-8343	

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal Please contact: Peter Van Kirk Safeware Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
10.00	0.00	10.00	EA		BRC 4.0C-H5A-DC1-IR	EA	757.17	7,571.70
		Safeware List Price:			1,716.03 ***Contract Discount:*** 41%	***Your Discount:***	55.88%	
				1.0	4.0C-H5A-D1-IR	1.0		
9.00	0.00	9.00	EA		BRC 15C-H4A-3MH-180	EA	1,307.97	11,771.73
		Safeware List Price:			2,965.42 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
				1.0	3x 5 MP, WDR LightCatcher, 4mm, Camera Only	1.0		
6.00	0.00	6.00	EA		BRC 12.0-H4F-DO1-IR	EA	784.78	4,708.68
		Safeware List Price:			1,779.25 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
				1.0	12.0 MP Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR	1.0		
5.00	0.00	5.00	EA		BRC 20C-H4A-4MH-360	EA	1,525.97	7,629.85
		Safeware List Price:			3,459.66 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
				1.0	4x 5 MP, WDR	1.0		

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					LightCatcher, 2.8mm, Camera Only			
1.00	0.00	1.00 EA			BRC 2.0C-H4PTZ-DC30	EA	1,736.69	1,736.69
		Safeware List Price:	3,924.73	***Contract Discount:*** 41%		***Your Discount:***	55.75%	
		1.0			In-Ceiling Dome 2.0 Megapixel (1080p) WDR Day/Night, 30x	1.0		
32.00	0.00	32.00 EA			BRC ACC7-ENT	EA	210.73	6,743.36
		Safeware List Price:	311.29	***Contract Discount:*** 10%		***Your Discount:***	32.30%	
		1.0			ACC 7 Enterprise Edition camera license	1.0		
1.00	0.00	1.00 EA			BRC NVR4-VAL-32TB-NA	EA	11,931.56	11,931.56
		Safeware List Price:	27,051.26	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			NVR4 VAL 32TB NA 1U Rack Mnt Windows 10 IoT	1.0		
		Ordered As:			NVR4-VAL-32TB-NA			
7.00	0.00	7.00 EA			BRCI S8P-124W-NA	EA	484.43	3,391.01
		Safeware List Price:	1,094.76	***Contract Discount:*** 41%		***Your Discount:***	55.75%	
		1.0			8 Port Gigabit PoE Switch 124W - NA	1.0		
4.00	0.00	4.00 EA			BRC POE-INJ2-60W-NA	EA	109.00	436.00
		Safeware List Price:	247.12	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Indoor single port POE+ injector	1.0		
9.00	0.00	9.00 EA			BRC POE-INJ2-PLUS-NA	EA	54.50	490.50
		Safeware List Price:	123.56	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Indoor single port POE+ injector	1.0		
2.00	0.00	2.00 EA			BRC RM5-WKS-2MN-NA	EA	1,453.30	2,906.60
		Safeware List Price:	3,294.92	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Remote Workstation 2 Monitors	1.0		
4.00	0.00	4.00 EA			BRC H4AMH-AD-IRIL1	EA	239.80	959.20
		Safeware List Price:	543.66	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Optional IR illuminator ring, up to 30m	1.0		
5.00	0.00	5.00 EA			BRC H4AMH-AD-CEIL1	EA	109.00	545.00
		Safeware List Price:	247.12	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Ceiling Mount	1.0		
5.00	0.00	5.00 EA			BRC H4AMH-DO-COVR1	EA	116.26	581.30
		Safeware List Price:	263.58	***Contract Discount:*** 41%		***Your Discount:***	55.89%	
		1.0			Dome Bubble and cover in ceiling	1.0		
5.00	0.00	5.00 EA			BRC H4AMH-DC-COVR1	EA	50.86	254.30
		Safeware List Price:	115.33	***Contract Discount:*** 41%		***Your Discount:***	55.90%	

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Dome Bubble and cover in ceiling	1.0		
5.00	0.00	5.00	EA		BRC IRPTZ-MNT-WALL1	EA	69.03	345.15
					Safeware List Price: 155.57 ***Contract Discount:*** 41%	***Your Discount:***	55.63%	
			1.0		Pedant wall mount adapter For use with H4 IR PTZ	1.0		
5.00	0.00	5.00	EA		BRC H4-MT-CRNR1	EA	67.66	338.30
					Safeware List Price: 148.28 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Corner mount adapter use with H4A-MT-WALL1	1.0		
5.00	0.00	5.00	EA		BRC H4AMH-AD-PEND1	EA	116.26	581.30
					Safeware List Price: 263.58 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		Outdoor pendant mount adapter	1.0		
1.00	0.00	1.00	EA		BRC HD-NVR-ANK2-1	EA	736.67	736.67
					Safeware List Price: 1,614.50 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Analytics Kit Appearance Search and Face Recognition	1.0		
2.00	0.00	2.00	EA		BRC DR-REL	EA	231.77	463.54
					Safeware List Price: 523.78 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Door Release Button	1.0		
1.00	0.00	1.00	EA		BRC 3.0C-H4VI-RO1-IR	EA	835.65	835.65
					Safeware List Price: 2,125.42 ***Contract Discount:*** 41%	***Your Discount:***	60.68%	
			1.0		Dual Pedestal w/Card Reader	1.0		
8.00	0.00	8.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	5,324.56
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
14.00	0.00	14.00	EA		BRC AC-MER-CON-MR52	EA	512.28	7,171.92
					Safeware List Price: 1,123.86 ***Contract Discount:*** 41%	***Your Discount:***	54.42%	
			1.0		Series 3 Two-Reader Interface Module	1.0		
4.00	0.00	4.00	EA		BRC AC-MER-CONT-LP1502	EA	930.11	3,720.44
					Safeware List Price: 2,108.74 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		Intelligent Controller Linux Based with 2 doors, 8 inputs and 4 outputs	1.0		
4.00	0.00	4.00	EA		BRC AC-LSP-16DR-MER-LCK	EA	821.11	3,284.44
					Safeware List Price: 1,861.62 ***Contract Discount:*** 41%	***Your Discount:***	55.89%	
			1.0		Sixteen Door Mercury Dual Voltage Integrated Power System	1.0		
41.00	0.00	41.00	EA		BRC AC-HID-READ-ICLASS-RP40	EA	212.73	8,721.93

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Safeware List Price: 466.22 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		RP40 Standard wall switch reader Wiegand; HID Prox, AWID	1.0		
100.00	0.00	100.00	EA		BRC AC-HID-CARD-ICLASS-SE-3000-AVG	EA	4.19	419.00
					Safeware List Price: 9.20 ***Contract Discount:*** 41%	***Your Discount:***	54.46%	
			1.0		iCLASS SE Contactless Smart Card 2k bit with 2 application areas	1.0		
41.00	0.00	41.00	EA		BRC DS-DS160	EA	64.44	2,642.04
					Safeware List Price: 138.80 ***Contract Discount:*** 41%	***Your Discount:***	53.57%	
			1.0		Request to Exit	1.0		
41.00	0.00	41.00	EA		BRC HE-100630443	EA	301.07	12,343.87
					Safeware List Price: 704.84 ***Contract Discount:*** 41%	***Your Discount:***	57.29%	
			1.0		HES Door Strikes	1.0		
41.00	0.00	41.00	EA		BRC 1078C-N	EA	6.50	266.50
					Safeware List Price: 14.26 ***Contract Discount:*** 41%	***Your Discount:***	54.42%	
			1.0		Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, 3/8" Gap Size, White	1.0		
2.00	0.00	2.00	EA		BRC 4G2404/6-8-10G-BT	EA	665.57	1,331.14
					Safeware List Price: 1,458.69 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		BERKTEK CAT6A, PLENUM GRAY	1.0		
10.00	0.00	10.00	EA		BRC WP-AC251822B	EA	853.17	8,531.70
					Safeware List Price: 1,869.83 ***Contract Discount:*** 41%	***Your Discount:***	54.37%	
			1.0		Cable Yellow 500FT Access Control Composite	1.0		
3.00	0.00	3.00	EA		BRC WG-32061112	EA	152.78	458.34
					Safeware List Price: 345.27 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		22/ 6 STR OAS CL2P 1M BX BGE	1.0		
12.00	0.00	12.00	EA		BRC CM-CC605ADI	EA	196.68	2,360.16
					Safeware List Price: 444.48 ***Contract Discount:*** 41%	***Your Discount:***	55.75%	
			1.0		Duress Button	1.0		
25.00	0.00	25.00	EA		BRC 0834-001	EA	388.25	9,706.25
					Safeware List Price: 960.22 ***Contract Discount:*** 41%	***Your Discount:***	59.57%	
			1.0		NETWORK CEILING SPEAKER WHT AXIS	1.0		
1.00	0.00	1.00	EA		BRC B9512G-KIT	EA	1,069.41	1,069.41
					Safeware List Price: 2,644.84 ***Contract Discount:*** 41%	***Your Discount:***	59.57%	
			1.0		2N SIP Micophone	1.0		

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Allows paging to multiple zones			
1.00	0.00	1.00	EA		BRC 3W-PG9862	EA	2,427.74	2,427.74
					Safeware List Price: 6,004.44 ***Contract Discount:*** 41%	***Your Discount:*** 59.57%		
			1.0		Software AXIS Audio Manager	1.0		
3.00	0.00	3.00	EA		BRC C818283	EA	262.50	787.50
					Safeware List Price: 593.22 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		23-4P C6 CMP WHT 1BX SERIES	1.0		
1.00	0.00	1.00	EA		BRC RM5-WKS-2MN-NA	EA	1,453.30	1,453.30
					Safeware List Price: 3,294.92 ***Contract Discount:*** 41%	***Your Discount:*** 55.89%		
			1.0		Remote Workstation 2 Monitors	1.0		
1.00	0.00	1.00	EA		BRC SERVICES CHS	EA	85,974.94	85,974.94
					Safeware List Price: 127,370.29 ***Contract Discount:*** 10%	***Your Discount:*** 32.50%		
			1.0		BRCI Services	1.0		
8.00	0.00	8.00	EA		BRC ACC7-ENT	EA	210.73	1,685.84
					Safeware List Price: 311.29 ***Contract Discount:*** 10%	***Your Discount:*** 32.30%		
			1.0		ACC 7 Enterprise Edition camera license	1.0		
8.00	0.00	8.00	EA		BRC SE-TCAM-4GC 2TB	EA	6,635.05	53,080.40
					Safeware List Price: 14,994.45 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		ONVIF S / G dome PTZ camera	1.0		
8.00	0.00	8.00	EA		BRC SE-TCAM-EBKT	EA	119.02	952.16
					Safeware List Price: 268.98 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Easy Fit Bracket	1.0		
8.00	0.00	8.00	EA		BRC SE-CONNECT	EA	375.85	3,006.80
					Safeware List Price: 849.38 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Private Connection ANNUAL charge	1.0		
8.00	0.00	8.00	EA		BRC SE-110/5	EA	319.48	2,555.84
					Safeware List Price: 721.98 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Line voltage PSU in weather proof case	1.0		
8.00	0.00	8.00	EA		BRC 31965002	EA	111.50	892.00
					Safeware List Price: 251.98 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		Increase storage 256GB	1.0		
8.00	0.00	8.00	EA		BRC 947-75TBR	EA	313.22	2,505.76
					Safeware List Price: 707.83 ***Contract Discount:*** 41%	***Your Discount:*** 55.75%		
			1.0		STREET Light adaptor	1.0		
1.00	0.00	1.00	EA		BRC SERVICES CH1	EA	28,091.77	28,091.77
			1.0		BRCI Services	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00

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QUOTATION

4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
1790025	
Order Date	Page
3/25/2021 14:46:42	6 of 6

Quote Expires On 4/8/2021

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		OMNIA Contract #4400008468 Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Agency must be registered with OMNIA at www.omniapartners.com/publicsector	1.0		

Total Lines: 50

SUB-TOTAL:	315,723.84
TAX:	0.00
AMOUNT DUE:	**315,723.84**

Actual freight added per freight terms

https://brcicorp.com/
13873 Park Center Road, Suite 130 Herndon VA 20170

BRCI Support contact:jpaxson@brcicorp.com

Customer:	Manassas Park Police
Quote #:	864
Date of Proposal:	August 31, 2021
Valid Thru:	September 30, 2021
Project:	15 Camera installation misc

Qty	Part Number	Description	Unit Price	Extended Price
Intersection Cameras Hardware/Software				
16	(SE-TCAM-4GC-PTZIR-34	Weatherproof, motorized ONVIF S / G dome PTZ camera with built-in IR LEDs (up to 200m) for day and night use • Up to 40x optical zoom • Image sensor: 3MP (2065 x 1533), 1/2.8" Progressive CMOS • Motor-controlled Varifocal lens (F1.6: 4.3 to 170 mm, viewing angle HxV: 62 ° -2° x 49 ° -1 °) with "One Push" autofocus and P-iris with automatic adaptation to changing light situations • Automatic changeover from color to B / W image (mechanical IR cut filter) • Wi-Fi, Ethernet & GPS capable • Integrated 4G router - Cradlepoint IBR600 (Wi-Fi/4G) Router/Modem (Verizon or AT&T - customer must specify with order) • 16GB built in recording (upgradeable – see below) • Mains powered charger • Excludes SIM card • Excludes SeSys Connect Service	$ 6,658.06	$ 106,528.96
16	SE-TCAM-EBKT	Easy Fit Bracket	$ 61.60	$ 985.60
16	SE-Connect Service	Private Connection ANNUAL charge for non Fixed IP Sims (Verizon supply Sims and a special rate for Police	$ 377.16	$ 6,034.56
16	SE-110/5	Line voltage PSU in weather proof case	$ 433.73	$ 6,939.68
16	31965002	Increase storage 256GB	$ 111.89	$ 1,790.24
16	BRC ACC7	Avigilon License	$ 207.44	$ 3,319.04
				$ -
Services				
1		*Installation and consumables*	*$ 97,123.43*	*$ 97,123.43*

Total Hardware	125,598.08
Total Services	97,123.43
Travel	0.00
Total Hardware and Services	**222,721.51**

Pricing Notes:

2) Any returned product may be subject to a restocking fee

This proposal includes data that shall not be disclosed, used or duplicated- in whole or in part- for any purpose other than to evaluate this proposal. Data includes-but is not limited to -competitive engineering design and pricing.

FIRSTNET
Built with AT&T

Date	Customer	Account Team		
8/31/2021	Don Spady	Edgar Perdomo Esteban	Client Solution Executive	240-463-2819
	Director of IT	Celia Carmo	FirstNet Principal Consultant	703-223-3883
Quote valid for 30 days	City of Manassas Park	Vanessa Moncada	Account Executive	240-377-7503
	703.335.0027			
	Don.Spady@manassasparkva.gov			

QTY:	Mobility Voice and or Data Plan*	Included Minutes/Data	Monthly Cost	Total Monthly Cost	Total Annual Cost
	Description:			Standard	Standard
33	FirstNet Unlimited Data for Data Only Devices	Unlimited	$36.99	$1,220.67	$14,648.04
33	FirstNet APN Static IP	Unlimited	$3.00	$99.00	$1,188.00
33	Federal Regulatory Charge**	-	$1.75	$57.75	$693.00

	Monthly Cost	Annual Cost
Baseline Cost pre-tax and fees:	**$1,377.42**	**$16,529.04**

***All pricing based on Fairfax County Government Contract #4400006674**
****Federal Regulatory Charge is an estimate**

Plan Includes:

Unlimited domestic data	Domestic data roaming included
Waived Activation and Upgrade Fees	Upgrade available after completing 12 months of service
20% Service discount on qualifying monthly charges	40% Accessory discount on qualifying accessory purchases
Priority/Preemption on the Network	Dedicated Customer Service Line

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Police Department AGENDA ITEM 9G

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: HB 599 Law Enforcement Funds- FY 21 Bonuses

BACKGROUND:

On November 18, 2020, Governor Ralph Northam signed a budget bill, which included an allotment of approximately $7.5 million from general funds to be distributed by the Department of Criminal Justice to local police departments statewide. On January 5, 2021, the City received $18,827 of the funds from the Department of Criminal Justice Services HB 599 Funds. The additional funds provided are to be utilized to promote the recruitment and retention of the most qualified local police department sworn personnel and to support the costs associated with criminal justice reform. The funds that were distributed on January 5, 2021, were based on the respective percentage shares of the most recent headcount of sworn law enforcement officers employed by local police agencies.

The City was not made aware of this additional funding rationale as the funding was described as our standard HB 599 Funds. Unfortunately, this funding has to be spent immediately or we are required to return it to the Commonwealth.

The Police Department is requesting that the funds be utilized to provide a $649 one-time bonus to all sworn personnel who served in FY 21 and are still with us as a retention incentive. The cost for this incentive has no financial impact on the FY21 budget and no recurring cost.

Funding Type:	**Amount**
HB 599 Law Enforcement Funds	$18,827

We recommend using these funds for Police Bonuses rather than returning them to the State. The City is in the process of closing the FY 21 Budget in preparation for the arrival of auditors later this month and thus must act soon.

Please Note per the City Manager: the City Manager will be requesting a similar bonus for all other City employees (including our dispatchers and police administrative employees who are not eligible for the HB599 bonuses) as part of the FY 22 Budget Amendment in December depending on how large our FY 21 Surplus is.

FINANCIAL IMPACT: **Total: $0**		
	Budgeted:	YES_____ NO___**X**___
	Amount Budgeted:	$0
	Amount Spent:	$0
	Amount Requested:	$18,827
	Budget Line Item:	HB 599 Law Enforcement Funds 100-22010-0009-00-09-00

STAFF RECOMMENDATION: Request that the Governing Body authorizes the City Manager to authorize the Chief of Police to utilize the HB 599 funds to provide a one-time bonus to all sworn personnel who were with the city in FY 21 and still with us today.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	_____ Laszlo Palko _____ *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS: None

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: City Manager AGENDA ITEM 9H

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: COG FARM Committee Membership Dues

BACKGROUND: On Friday August 27th, the City Manager received a request from the MWCOG (COG- Metropolitan Washington Council of Governments) to seek your permission on joining their FARM Committee- and thus accepting an invoice for membership dues- as they seek to become a permanent committee (they were an Ad Hoc committee established during COVID). This committee will be performing work surrounding regional food security.

Please see attached documents for more information.

The FY 22 cost would be $7,500. The FY 23 cost would be determined at their next committee meeting in October.

The Potential Benefits to the City:

- Receiving valuable information about the local and regional agricultural sector as we seek to provide healthy food options to our residents via a small business grocer and farmers markets in our downtown.
- Greater transparency and information about the food security infrastructure of our region to make it easier for residents to access information for where they can get support.
- Policy advocacy for greater food security programs from the Federal Government.

The Potential Negatives to the City:

- Not receiving the deliverables if we are not actively participating in the committee. It would be a waste of city funding if the committee does not proactively provide deliverables to paying jurisdictions.

FINANCIAL IMPACT: **Total: $7,500**	Budgeted:	YES____ NO___X___
	Amount Budgeted:	$0
	Amount Spent:	$0
	Amount Requested:	$7,500
	Budget Line Item:	Does not Exist yet

STAFF RECOMMENDATION: That the Governing Body review the attached documents and request and provide direction to the City Manager on how to proceed.

CITY MANAGER APPROVAL: **Required:_____ Not Required:_____**	Laszlo Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1) *COG FARM Committee Presentation*
2) *COG FARM Proposed Work Program and Budget*
3) *COG FARM Funding Contribution Table*

FOOD SECURITY WORK PROGRAM

Proposed Fund for Food and Agriculture Regional Member (FARM) Committee

Mary Cheh, Chair
Councilmember, District of Columbia

Craig Rice, Vice Chair
Councilmember, Montgomery County

Jon Stehle, Vice Chair
Councilmember, City of Fairfax

COG Annual Leadership Retreat
July 24, 2021

Metropolitan Washington Council of Governments

FARM Committee



Some of FARM's 23 members (10 elected officials and 13 subject matter experts), speakers, guests, and COG staff at the June meeting. (COG)

Tweet

Capital Area Food Bank Retweeted

Federation of Virginia Food Banks
@VAFoodBanks

People are working, it's not that they're not working." @foodbankmetrodc CEO Radha Muthiah.
The new face of hunger: Hispanic, employed, but still struggling to feed the family



The new face of hunger: Hispanic, employed, but still struggling to feed the family
washingtonpost.com

10:24 AM · Jul 13, 2021 · Twitter Web App

The New York Times
@nytimes

One by one, pandemic relief programs that financially supported millions of Americans are going away. If you rely on any of those programs, this is an anxious time. Fortunately, there's still help out there — and here's how you can find it.



The Pandemic Safety Net Is Coming Apart. Now What?
The eviction moratorium expires at the end of the month. Unemployment enhancements after that. And then the student loan pause, food stamp ...
nytimes.com

1:20 PM · Jul 18, 2021 · SocialFlow

Laura Reiley
@lreiley

The health and climate consequences of the American food system cost three times as much as the food itself



The health and climate consequences of the American food system cost three ti...
Diet-related disease, climate change and inequity: The true costs of the American diet.
washingtonpost.com

8:42 AM · Jul 16, 2021 · Twitter Web App

Recent media highlighting near and longer-term food security challenges. (Federation of Virginia Food Banks, The Washington Post, and The New York Times Twitter)

Overview

- Local and Regional Food Insecurity
- Priorities and What We Can Do Together
  - FARM FY22 Work Program
- Proposed FARM Support: New Regional Fund
- Discussion



Food Distribution at Old Town Community Church in the City of Alexandria (ALIVE!)





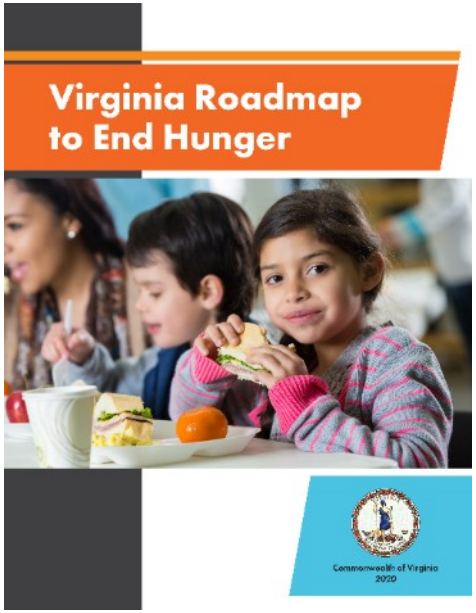


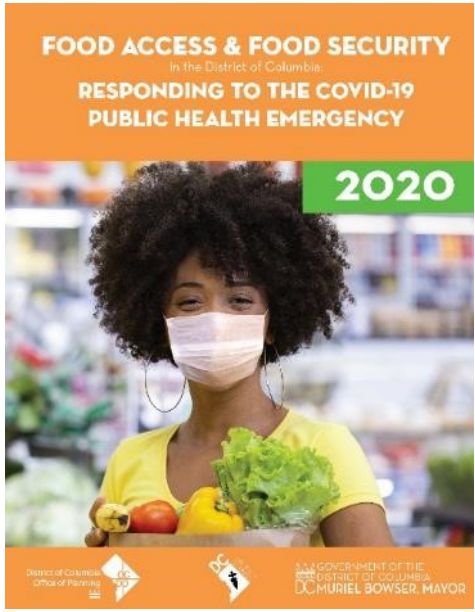


Images from DC Public Schools and City Blossoms Instagram (@dcpseats @cityblossoms)

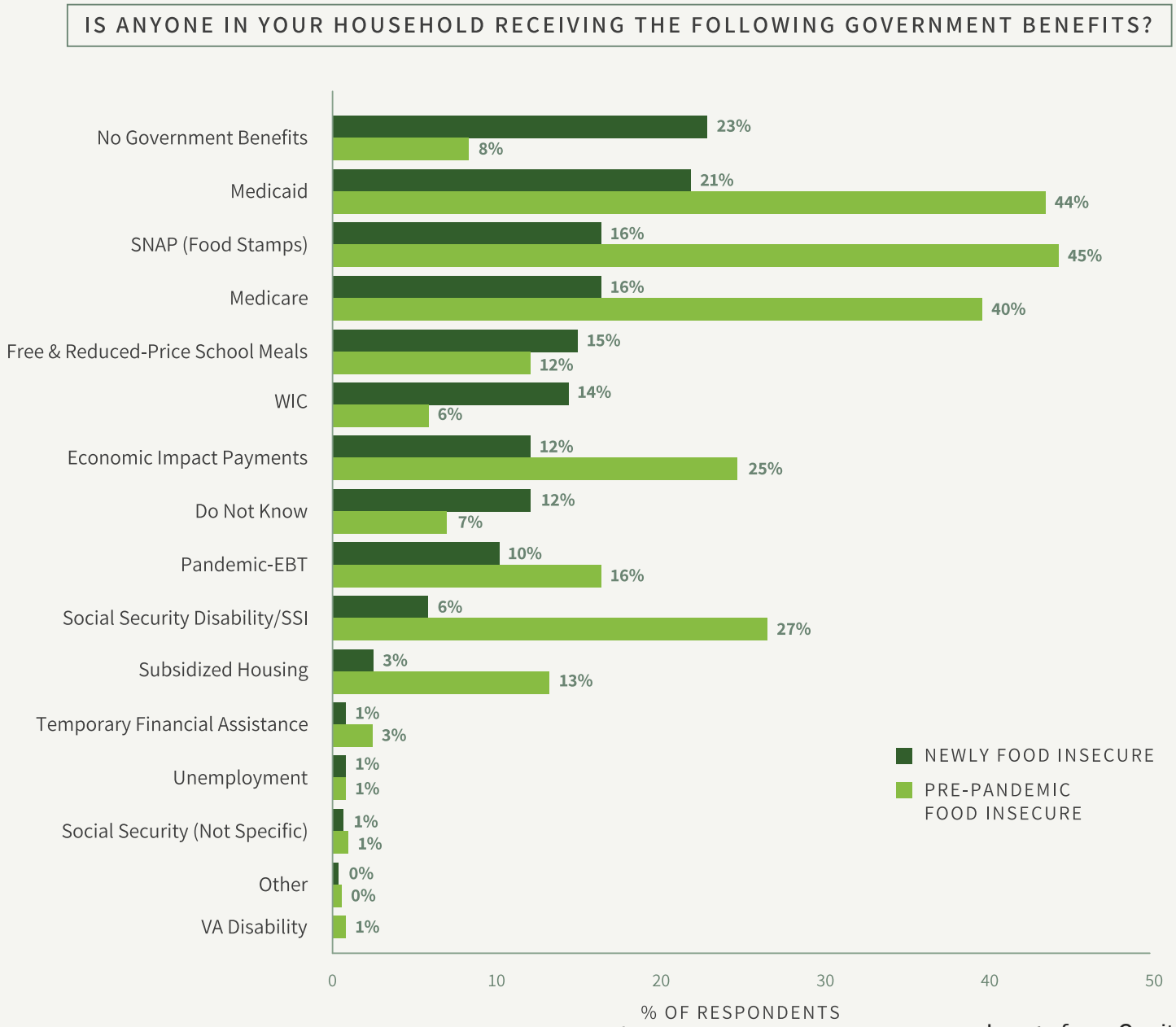
Food Insecurity in the COG Region

- The Supplemental Nutrition Assistance Program (SNAP) is our first line of defense against food insecurity
- 40+% increase in participants between Jan 2020 and Jan 2021
- Jan 2021 SNAP enrollment: 487,516 residents
- SNAP participants received $103,845,185 in benefits in Jan 2021
- April 2021 estimated enrollment: 503,887 residents





Several studies call for maximizing enrollment in federal programs like SNAP.

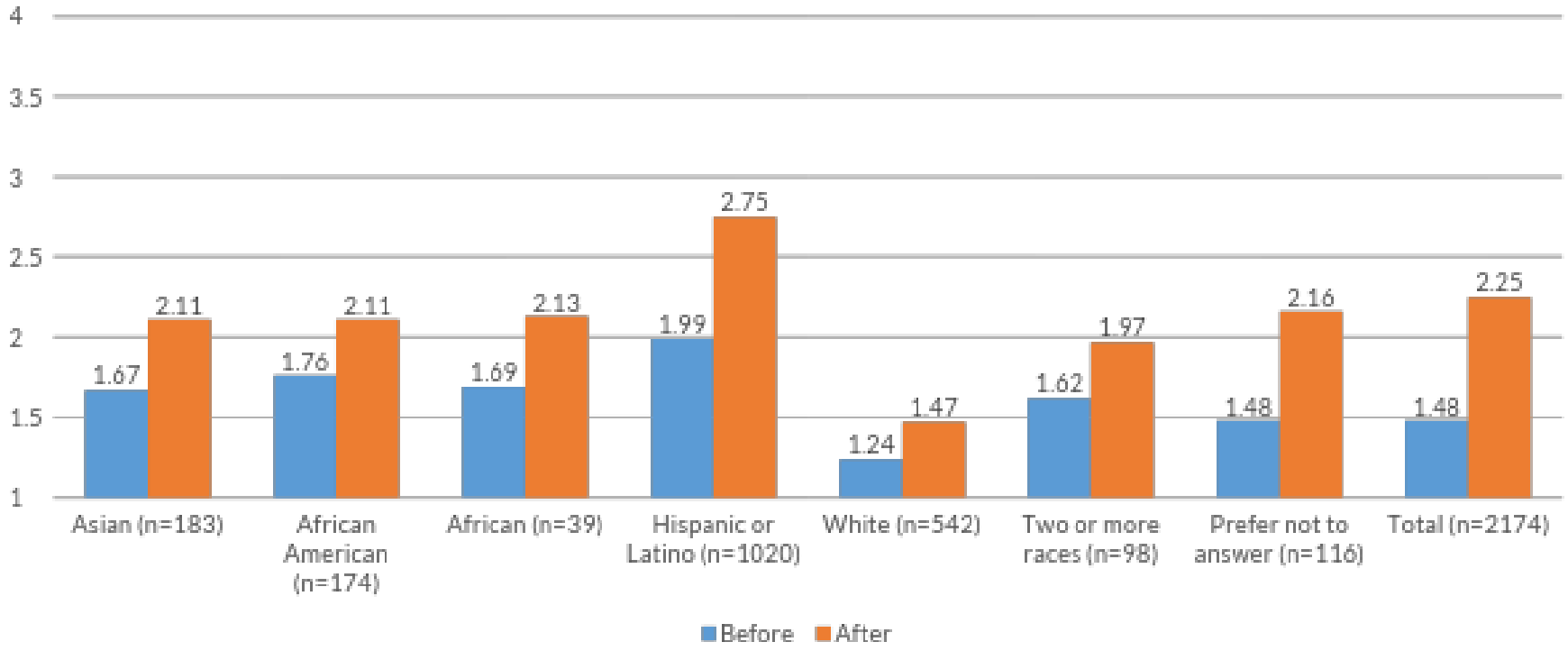


Note: Excludes respondents whose locations are "unknown" or 'Outside of CAFB Service Area" (n = 1,767). Source: CAFB Client Survey

Image from Capital Area Food Bank's *2021 Hunger Report*.

Community Science

Mean Scores for Food Security Concerns Before and Since COVID-19 (Race or Ethnicity)*



Survey respondents reported how often they worried about running out of food on a scale of never (1) to all the time (4).

*American Indian or Alaska Native and Native Hawaiian and other Pacific Islander not included due to low response rate.



Images from City Of Light and Kings & Priests Court International Ministries, Montgomery County Food Council Instagram accounts (@kpci_ci[illegible] @mocofoodcouncil)





Tweet

Anna Hargrave Retweeted

Greater Washington Community Foundation
@communityfndn

Thanks to J Willard & Alice S Marriott Foundation, we're issuing a $150K challenge match to double the #impact of gifts to Food for Montgomery! With 1/10 residents struggling w/#FoodInsecurity, consider joining our 900+ donors to support #NeighborsInNeed bit.ly/3uJcw9q



1:09 PM · Jun 22, 2021 · Twitter Web App

FARM Priorities

- Improving food security in the region
- Supporting Black, Indigenous, and people of color and small farmers
- Focusing FARM's work on farmland preservation, land use regulations (including Zoning), environmental sustainability, and resilience
- Improving and communicating regional food system data
- Leveraging procurement to support equity and the region's food and farm economy



Regional farm products at Arcadia's Mobile Market. (Lindsay Smith/COG)

What We Can Do Together in FY22

- Advance FARM priorities to improve food security
- Provide a forum for examining regional solutions which leverage federal relief funding
- Find synergies with COG priorities: Equity Emphasis Areas, affordable housing, climate, etc.
- Build on deliverables for education on needed state and federal policy changes
- Accomplishments and work program available on FARM Committee website.



Panelists at the June 2019 Supply Chain Studies Summit (Lindsay Smith/COG)

FARM Budget

Expense	FY22 (July 1 to June 30)	FY22 -- Some Expenses Prorated (October 1 to June 30)
One, Full-Time Equivalent FARM Coordinator and COG Staff Program Support	$225,000	**$225,000**
Meeting expenses/speaker fees/travel	$10,000	**$7,500**
Interns	$60,000	**$45,000**
Total	$295,000	**$277,500**

Proposed Regional Fund Revenue Strategy

Potential Contributions	FY22 (July 1 to June 30)	FY22 Prorated (October 1 to June 30)
Level A: Population of less than 75,000	$10,000	$7,500
Level B: Population of 75,000-250,000	$20,000	$15,000
Level C: Population greater than 250,000	$35,000	$26,250









Images from Dicot Farm and Deep Roots Farm Instagram and the Southern Maryland Agricultural Development Commission (@dicotfarm, @deeprootsfarm)

Discussion

- FARM Member Observations and Board Feedback
- Next Steps





Left: Farm and nursery in Virginia that participates in the Virginia Grown program. Right: Okra at Dreaming Out Loud's Farm and Food Hub at Kelly Miller in Washington, D.C. (Lindsay Smith/COG)

FARM AD HOC COMMITTEE PROPOSED WORK PROGRAM & BUDGET

FY 2022

A collaboration between the Metropolitan Washington Council of Governments members and local, state, and regional food and agriculture stakeholders.

July 1, 2021 - June 30, 2022

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APPENDIX 12

Resolution R37-2020
FARM Ad Hoc Committee Bylaws

FARM AD HOC COMMITTEE BACKGROUND

In September 2020, the COG Board of Directors adopted Resolution R37-2020 to establish the Food and Agriculture Regional Member (FARM) Ad-Hoc Committee for one year with the possibility of extension.

Against a backdrop of unprecedented food insecurity and supply chain challenges caused by the public health crisis, the COG Board took this action based on a request from members of the Chesapeake Bay and Water Resources Policy (CBPC) Committee after one year of work as part of a voluntary Agricultural Task Force.

A primary recommendation of the Ag Task Force was to create a 10-year Regional Food and Agriculture Economy Commission to oversee implementation of the *What Our Region Grows* report recommendations, and priorities identified during interviews with regional leaders. This report was published for a second time in January 2019, thanks to the efforts of COG's staff-level Regional Agricultural Work Group. The Work Group has been convening for more than a decade. More recently, COG expanded its agriculture work to a broader food system program.

Resolution R37-2020 charged the FARM Ad-Hoc Committee with the following:

- Making policy recommendations for member jurisdictions to support a more resilient, connected food and farm economy in metropolitan Washington
- Recommending how to provide long-term direction and collaboration through a regional food and agriculture committee representing diverse entities across metropolitan Washington;
- Furthering the goals identified in the *What Our Region Grows* report to the benefit of member jurisdictions; and
- Assisting COG in continuing its COVID-19 food security collaboration

FISCAL YEAR 2021 HIGHLIGHTS, ACCOMPLISHMENTS, AND WORK IN PROGRESS

Building upon one year of assessment and development with the leadership and several members of COG's Chesapeake Bay and Water Resources Policy Committee (CBPC), as well as subsequent action by the COG Board to establish FARM, the committee met for the first time in November 2020. Highlights, accomplishments to date, and work in progress, can be summarized under these themes:

1. Organizational Development of the FARM Committee
2. Priority Identification and Related Actions
3. Regional Coordination
4. Deliverables in Progress

1. ORGANIZATIONAL DEVELOPMENT OF THE FARM COMMITTEE

Following the creation of the FARM Committee in September 2020, the founding Chair (Councilmember Mary Cheh, District of Columbia) and Vice Chairs (Councilmembers Craig Rice, Montgomery County and Councilmember Jon Stehle, City of Fairfax) directed COG staff to draft bylaws and a membership roster

representing COG member jurisdictions and a diverse set of subject matter experts in food and agriculture from the District of Columbia, Maryland, and Virginia.

FARM is currently comprised of 10 elected officials and 12 subject matter experts. The committee will contemplate a minor change to the Bylaws and anticipates appointing three additional seats envisioned by the Bylaws before the end of the fiscal year. A copy of the Bylaws is available in the Appendix.

FARM has met only virtually to date, holding meetings in November, December, January, and February before moving to a bimonthly schedule. FARM met in April and will meet again in June, August, and October. The committee also plans to host a joint meeting with CBPC on challenges faced by farmers in the region identifying as Black, Indigenous, and people of color (BIPOC).

The Chair and Vice Chairs – FARM's Executive Committee – periodically meet to review organizational development and progress toward committee goals and priorities.

2. PRIORITY IDENTIFICATION AND ACTIONS

The committee used its November and December meetings to get to know members and identify priorities for focused learning and work in FY21. Priorities include:

- Addressing the region's food insecurity crisis
- Supporting BIPOC and small farmers
- Supporting sustainable procurement
- Improving food system data

In addition to regional coordination, FARM has acted on its priority to address food insecurity and goal to increase food system resiliency by generating several letters on proposed programs and policies important to the region.

In December, it approved with minor amendments, two legislative priorities for COG Board consideration on increasing food security and supporting farmers and regional food system development. These were adopted by the Board as part of COG's 2021 Legislative Priorities.

In January, FARM sent a letter to the Biden-Harris Transition Team for the U.S. Department of Agriculture (USDA) to inform the team about the impact of federal food and agriculture programs in the region during the public health crisis; highlighting key programs and policies to be strengthened or adjusted for greater impact.

FARM tracked food security-related legislation in the Maryland General Assembly and Virginia General Assembly to raise awareness among FARM members. It sent two letters of support for two bills in the MD General Assembly (e.g., College Hunger Free Grant Program, MD Food System Resiliency Council). Both bills passed. Because of the short session in VA and other business before the FARM Committee in its inaugural year, the committee did not ultimately submit comments on legislation in the Commonwealth.

FARM also provided a letter of support for a unique regional USDA Gus Schumacher Nutrition Incentive Program (GusNIP) application spearheaded by FRESHFARM in partnership with Maryland Market Money and Virginia Fresh Match. If funded, the proposal will create a regional farmers market incentive network and provide additional benefits to residents using Supplemental Nutrition Assistance Program (SNAP) benefits and participating markets.

Finally, at its April meeting, FARM voted to draft a letter of support for a proposed National Association of Counties Resolution (NACo) on federal child nutrition programs. FARM members have expressed support for programs aimed at reducing childhood food insecurity on numerous occasions.

3. REGIONAL COORDINATION

FARM has spent a significant amount of time on regional coordination to share information, highlight potential best practices, and be responsive to emerging food security-related needs and issues in the region.

FARM Meetings
During its January, February and April meetings, FARM hosted speakers and experts to improve education and awareness of the federal, state, and local policies, programs, and funding streams aimed at addressing the food insecurity crisis. Speakers have highlighted everything from food security-related provisions and funding in the Consolidated Appropriations Act and the American Rescue Plan Act, to incentive programs for SNAP customers at farmers markets, to the *Virginia Roadmap to End Hunger*, to the work and impact of the Montgomery County Food Security Task Force, to Bowie State University's systems approach to addressing food insecurity.

In April, the committee also hosted a panel of small farmers from Loudoun, Fairfax, Montgomery, and Prince George's counties to elevate farm-perspectives on the policies and investments required to support farmers, address longstanding racial inequities in the food system, and environmental sustainability.

Regional Food Access and Food Security Calls
In April 2020, COG started hosting regional calls with a range of stakeholders engaged in emergency food response. The calls have brought together area food policy council directors and staff, food assistance providers, local and state government staff, interested elected officials, food policy experts, funders, and others. The purpose is to share experiences across Metropolitan Washington on key food security and food access issues, provide potential solutions, important connections, and more.

Calls have focused on everything from sharing updates from major food assistance providers (e.g., Capital Area Food Bank), to looking at SNAP and online grocery delivery, to hearing from specific member jurisdictions on how they're mobilizing emergency feeding task forces and response (e.g., D.C., Montgomery County, Arlington County, and others.)

In FY21, calls shifted from weekly to biweekly and are moving to a monthly cadence. Prior to the start of the VA and MD legislative sessions, several elected officials and leading advocacy organizations shared priorities for food security-related legislation. A well-attended brief out on these priorities took place on May 6th. In January, the group collaborated with several emergency food assistance providers in VA, MD, and DC to host a well-attended workshop on *Planning for Food Distribution in Cold and Inclement Weather*.

Based on the strength of continued engagement and feedback, it's clear that the calls provide an important forum for a range of stakeholders, including some FARM members.

COG COVID-19 response
As part of COG's COVID-19 response, COG's Department of Homeland Security and Public Safety (DHSPS) has determined the need for a regional GIS data layer of emergency food assistance locations to improve visibility on the range of emergency resources available to residents. COG's FARM Committee is supporting DHSPS and

its collaboration with the region's National Capital Region Geospatial Data Exchange (NCR GDX) to establish this important database through coordination with key local stakeholders.

Regional Catastrophic Preparedness Grant on Food and Water Resilience
COG's FARM Committee Coordinator and senior Water Resources staff are supporting the implementation of a FEMA grant that the District of Columbia's Department of Homeland Security and Emergency Management (DC HSEMA) has been awarded to undertake supply chain analysis, restoration planning, and more, for critical food and water infrastructure in the region. HSEMA recently provided a project briefing on one of COG's Regional Food Security and Food Access calls.

Additional
COG continues to provide a range of other types of coordination and assistance. This includes convening COG's Regional Agricultural Work Group, serving on the Prince George's County Food Security Task Force, participating in local food access and food assistance coordination calls, working with the Harry R Hughes Center for Agroecology on coordinating meetings related to expanding small scale meat processing, and more.

4. DELIVERABLES IN PROGRESS

At its April meeting, FARM's Chair proposed that the committee generate several deliverables prior to October 2021. Based on priorities and meetings, the committee anticipates continuing its regional coordination activities and producing the following deliverables:

- A compendium of state and local policies supportive of food security, food access, nutrition, and regional food system development (Fall 2021)
- Media to help raise awareness about school meals and the importance of childhood nutrition (Summer 2021)
- A regional farmers market list for Metropolitan Washington which includes information about programs available to support food access for low-income residents (Summer 2021)
- A series of on-going monthly virtual meetings to share insights and resources on emerging food security issues with diverse stakeholders in Metropolitan Washington.

FISCAL YEAR 2022 PRIORITIES AND EXPECTED DELIVERABLES

In fiscal year 2022, the FARM Committee will build on the accomplishments laid out in the previous sections of this document. It may refine priorities and activities with endorsement from the COG Board of continued committee work. Additional progress on established FARM priorities in the following areas is expected, subject to FARM revision and the ability to use member contributions to leverage philanthropic and other funding to expand program capacity. Priorities include:

1. Improving Food Security

FARM will use the forthcoming policy compendium to further focus committee goals, objectives, and deliverables related to food security. This deliverable will provide another means to showcase local and regional expertise and needs in education on the upcoming federal Farm Bill and Childhood Nutrition Reauthorization Act. This may take the form of white papers, opinion pieces, or meetings.

FARM will also elevate and identify regional opportunities to leverage American Rescue Plan Act and other federal funding to address food insecurity.

COG will continue to convene regional stakeholders to build partnerships, share best practices, and respond to emerging food security and food access needs in monthly regional calls.

2. Supporting Black, Indigenous, People of Color (BIPOC) and Small Farmers

In early FY22, FARM will cohost a meeting on BIPOC farmers and land access with the Chesapeake Bay and Water Resources Policy Committee. The committee will incorporate what it learns into subsequent programmatic actions.

At a staff level, COG will expand membership in the Regional Agricultural Work Group; increasing participation among local government and Extension staff, and BIPOC organizations and technical assistance providers. Staff will work with FARM and the staff-level Regional Agricultural Work Group (Ag Work Group) to establish coordination between the two.

3. Focusing FARM's work on farmland preservation, land use regulations, environmental sustainability, and resilience

COG staff will work across departments to identify opportunities to address a shared goal for livability and sustainability in the region: maintaining land in farms. This could take the form of a workshop for planning and other local government staff on farmland preservation and opportunities to examine land use regulations to be more supportive of food and farming across urban, suburban, and rural communities. Related to this, staff will work with COG's Ag Work Group and key urban agriculture stakeholders to assess the potential to apply for a USDA Regional Urban Agriculture Planning Grant to build on local progress, needs, and the findings of the Georgetown and University of Maryland (UMD) *Urban Agriculture Pivot Study.*

FARM will propose a joint session with the Climate, Energy, and Environmental Policy Committee on the intersection between climate change and the food system.

At a staff-level, synergies with COG's Equity Emphasis Areas and affordable housing will also be pursued to elevate new programming opportunities.

Staff will continue to support DC's Homeland Security and Emergency Management Agency's Regional Catastrophic Preparedness project; identifying of potential future work to support and complement food and water supply chain resilience and emergency preparedness planning.

COG has partnered with several organizations on a USDA Regional Food Systems Partnership planning grant application to develop shared metrics for measuring progress towards greater regional food system resilience. Through this, or an allied effort, FARM can promote assessment of capacity to expand and diversify the region's food production to support more of the region's food needs; emphasizing regenerative agriculture.

Whether through a successful grant application or otherwise, staff will continue to work with the UMD-affiliated Harry R Hughes Center for Agroecology to establish a Metropolitan Washington applied research collaborative on regional food system development. Racial and health equity will be priority organizing principles for the collaborative.

4. Improving and Communicating Food System Data

Staff will seek grant funding to work with the Ag Work Group to relaunch the National Capital Farms website and brand with information that highlights BIPOC farms, in addition to farms throughout Metropolitan Washington. The relaunch and marketing campaign will also drive more traffic to food and farm resources in COG member jurisdictions.

The National Capital Farms project will provide an opportunity to work with FARM to propose a unified calendar to commemorate and showcase small farmers and food system infrastructure in the District of Columbia, Maryland, and Virginia. An example could be a proposal to establish urban agriculture month in October in DC and MD to coincide with VA's commemoration.

Staff will continue to support the development of the NCR Geospatial Data Exchange's regional emergency food resources GIS layer. FARM and other meetings will inform staff-level efforts to convene and facilitate conversations on other regional food and agriculture data needs and solutions.

5. Leveraging procurement to support equity and the region's food and farm economy

Through FARM and affiliated work, education will be provided on state and local procurement policies that support connections to local and regional farmers, as well as minority-owned and woman-owned food and farm businesses. FARM will also share emerging efforts to leverage procurement to address climate change.

FARM MEETING SCHEDULE

Per the schedule below, **2-hour bimonthly FARM Committee Meetings are generally scheduled for the 2nd Friday of the month that the committee convenes, from 11:00 a.m. - 1:00 p.m.** Several additional meetings are proposed.

Date	Draft Description
8/13/2021	Webinar
9/20/21	Joint meeting with Chesapeake Bay Policy and Water Resources Committee on BIPOC Farmers and Land Access
10/8/2021	Farm visit
12/10/2021	In-person/webinar? – format TBD
2/11/2022	Format TBD
4/8/2022	Format TBD
6/10/2022	Format TBD
7/15/2022	Optional Food and Farm Visit: Open to all COG members/committees

REGIONAL FOOD ACCESS AND FOOD SECURITY VIRTUAL MEETINGS

One to 1.5 hour virtual meetings will generally be scheduled for the third or fourth Thursday of the month from 4:00 to 5:00 p.m.

A longer in-person gathering will be proposed for FY22 to facilitate networking and honor accomplishments and milestones.

Proposed Date	Tentative Topics
7/30/2021	Changing Federal Support for Individuals and Families
8/12/2021 or 8/19/2021	Supporting Participation in School Meals
9/23/2021	American Rescue Plan Act and Food Security Support
10/21/2021	Emergency Food Assistance Updates, Program and Policy Perspectives
11/18/2021	Food Security and Food Access at DC Council and in the 2022 MD and VA General Assemblies (1.5 hours)
12/16/2021	Food Security and Farmers Markets: 2021 Year in Review and 2022 Priorities

1/20/2022	Food Policy Councils Roundtable
2/17/2022	Food Recovery and Food Rescue Share Out
March and/or	In-person networking event?
5/19/2022	Food Security, Food Access, and Regional Food Systems in the 2022 MD and VA General Assemblies and DC Council Update: Report Out and Implementation
6/16/2022	TBD

ADDITIONAL

Regional food policy directors will meet bimonthly, and the Ag Work Group will convene quarterly. At least 50 percent of these meetings are proposed to be virtual but format will be determined by the staff members of these groups.

FY 2022 FARM BUDGET

The FARM budget for FY 2022 includes funding for one full-time equivalent (FTE) staff and other COG staff to support the committee's work and programmatic funds to support meeting costs. COG also plans to leverage baseline funding to obtain grants to pay for programmatic initiatives that will benefit member jurisdictions. One example is the redesign and relaunch of the National Capital Farms website to raise the profile of the region's food and farm economy. Funds may also be applied to support interns or other researchers. Note that these grant-funded initiatives are not included in the budget below.

Among other objectives, Resolution R37-2020 charged FARM with recommending how to provide long-term direction and collaboration through a regional food and agriculture committee representing diverse entities across the metropolitan Washington region. FARM recommends establishing a permanent committee. At its June meeting, FARM approved the level of effort in the following budget.

BASELINE BUDGET BY COST CATEGORY		
Expense	FY22	FY22 – Some Expenses Prorated (October 1 to June 30)
One, Full-Time Equivalent FARM Coordinator and COG Staff Program Support	$225,000	$225,000
Meeting expenses/speaker fees/travel	$10,000	$7,500
Interns	$60,000	$45,000
Total	$295,000	$277,500

PROPOSED REVENUE STRATEGY

Working with COG staff, FARM's Executive Committee has endorsed a proposal to establish a new regional fund to support the committee's work in FY 2022 and beyond. A more detailed proposal will be presented to the COG Board for its consideration.

BUDGET BACKGROUND AND COG STAFF ROLE

Several years ago, COG took advantage of an opportunity to work with the U.S. Department of Agriculture (USDA) and several local funders to build upon its Regional Agriculture Initiative and establish a Regional Food Systems Program.

In FY21, philanthropic and DEP funding were supplemented with several important member contributions; allowing for continued consultant support and the launch of the FARM Committee.

USDA and philanthropic funding are not available to fully fund the FTE needed to coordinate the FARM Committee and maintain other services provided by the Regional Food Systems Program. However, institutionalizing the position is expected to provide new opportunities to COG to pursue funding opportunities like these to the benefit of member jurisdictions.

It will also place COG among a small but growing number of leading institutions recognizing the need to supplement local and state efforts to support more resilient food systems with regional planning, convening, and collaboration.

This FTE will support the FARM Committee and COG members in the following ways:

- Provide program coordination and management.
- Organize and facilitate committee conference calls and meetings/webinars, and workshops/trainings.
- Provide technical assistance and expertise to FARM, other COG committees, and COG members on a broad set of food and agriculture issues.
- Serve as a FARM Committee liaison, connecting members with additional technical expertise, funding opportunities, etc.
- Lead regional coordination and communication on food and agriculture data development and maintenance to support decision-making, promote food access, equitable health outcomes, resilience and economic development.

APPENDIX

Resolution R37-2020
September 9, 2020

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
777 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002

RESOLUTION ENDORSING THE ESTABLISHMENT OF A FOOD AND AGRICULTURE REGIONAL MEMBER (FARM) AD-HOC COMMITTEE

WHEREAS, state and local governments, businesses and other organizations have recognized the importance of having locally and regionally produced food and agriculture products for a host of benefits including, employment opportunities, food supply, security, resiliency and protection of our agricultural lands; and

WHEREAS, in 2019 the Metropolitan Washington Council of Governments (COG) Board of Directors received briefings on the *What Our Region Grows* report and its recommendations to enhance regional food production and manage resources to protect the quality, health and functionality of our local agricultural economy across urban and rural communities, consistent with COG's Region Forward vision; and

WHEREAS, in 2019 the Chesapeake Bay and Water Resources Policy Committee (CBPC) formed an Agricultural Task Force to advise on the implementation of recommendations in *What Our Region Grows* and summarized findings in its Agricultural Task Force: Draft Working Paper; and

WHEREAS, a key recommendation of the *What Our Region Grows* report and the Agricultural Task Force is to establish a committee to advise COG on food and farming related issues to facilitate the development of a more connected, resilient food system; and

WHEREAS, the COVID-19 pandemic has affirmed the importance of collaborating across jurisdictions to support enhanced food security, supply chain resiliency, and solutions centering racial equity as key criteria in making policy and investment decisions across systems; and

WHEREAS, CBPC, the Climate, Energy and Environment Policy Committee, and the Region Forward Coalition requests the COG Board of Directors endorse the establishment of a Regional Food and Agriculture Regional Member Ad-Hoc Committee (FARM); and

WHEREAS, the committee would be comprised of 25 members representing the Chesapeake Bay and Water Resources Policy Committee, the Climate, Energy, and Environment Policy Committee, Regional Forward Coalition, other interested officials, and subject matter experts representing local and state food and agriculture interests as is provided in the Ad-Hoc Committee bylaws;

WHEREAS, the mission of the FARM will be to create a new standing committee for regional collaboration that leverages data, best practices, and expertise to drive policy change and investment to improve the resiliency of the metropolitan Washington region's food system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS THAT:

The Board endorses the establishment of a Food and Agriculture Regional Member (FARM) Ad-Hoc Committee for a period of one year from its commencement (with necessary extension as approved by the COG Board), which would be charged with:

1) Making policy recommendations for member jurisdictions to support a more resilient, connected food and farm economy in metropolitan Washington'
2) Recommending how to provide long-term direction and collaboration through a regional food and agriculture committee representing diverse entities across metropolitan Washington;
3) Furthering the goals identified in the *What Our Region Grow*s report to the benefit of member jurisdictions; and
4) Assisting COG in continuing its COVID-19 food security collaboration.

Further, the Board asks that a slate of members be proposed by the Chair for Board consideration at its next meeting contemporaneous with the Board Chair's nomination of the Chair and Vice Chairs of the Ad Hoc Committee.

I HEREBY CERTIFY THAT the foregoing resolutions were adopted by the COG Board of Directors
September 9, 2020
Janele Partman
COG Communications Specialist

BYLAWS
FOOD AND AGRICULTURE REGIONAL MEMBER (FARM) AD HOC ADVISORY COMMITTEE

Adopted November 13, 2020

ARTICLE I – NAME

The name of this Committee is the Food and Agriculture Regional Member Ad Hoc Advisory Committee (FARM) of the Metropolitan Washington Council of Governments (COG).

ARTICLE II – AUTHORITY

The authority of the FARM is derived from the COG Bylaws and Rules of Procedure, which authorize the COG Board of Directors (Board) to establish such Committees as it deems necessary to exercise its responsibilities. Specific authority was delegated in a resolution of the COG Board on September 9, 2020, in R37-2020 when it created the FARM upon recommendation of the Chesapeake Bay and Water Resources Policy Committee, the Climate, Energy and Environment Policy Committee, and the Region Forward Coalition.

ARTICLE III – PURPOSE AND MISSION

The FARM's purpose is to support development of long-term regional direction and collaboration toward a more resilient, connected food and farm economy (food system) across urban, suburban and rural communities in the metropolitan Washington region that provides more of the region's food needs.

The FARM's mission is to create a new standing committee for regional collaboration that leverages data, best practices, and expertise to drive policy change and investment to improve the resiliency of the metropolitan Washington region's food system.

This transformation to create a more certain food future will result in greater food security and improved food access, workforce development, economic growth, and environmental, health, and cultural benefits. An increased number of diverse food and agricultural enterprises will be more visible, supported, and celebrated by residents, leaders, and visitors of all kinds.

The FARM shall assess how to best address issues including, but not be limited to, regional food and agriculture production, procurement, emergency food assistance, food security and supply, farmland preservation, effects of climate change on agriculture, food recovery, and food and agricultural economic development and finance. The FARM shall bring a racial equity lens to its work, together with an understanding of how underrepresented classes of people, have access to opportunity and experience in, the food system.

The FARM shall be responsible for developing and presenting to the Board for action reports, recommendations, and proposals relevant to its purpose and mission, including implementation

of the COG's *What Our Region Grows* report.

ARTICLE IV – MEMBERSHIP

Members: The FARM shall be composed of the following members:

1) Twelve elected officials from the COG member jurisdictions, with at least one from each of the Chesapeake Bay and Water Resources Policy Committee, the Climate, Energy and Environment Policy Committee, and the Region Forward Coalition;

2) Four members of COG's Regional Ag Work Group representing agriculture and food policy organizations;

3) Two representatives from research institutions in metropolitan Washington with food and agriculture expertise, to include at least one representative from the Cooperative Extension Service;

4) Three representatives from the Maryland Department of Agriculture, the Office of the Secretary of Agriculture and Forestry for the Commonwealth of Virginia, and the DC Office of Urban Agriculture;

5) Two representatives from organizations engaged in regional food and agricultural economic development and funding and finance in metropolitan Washington;

6) Two representatives, from organizations working to improve healthy food access and food security and serving metropolitan Washington.

Designation of Members: Local government members are appointed by the government body they represent. Representatives of the state Departments of Agriculture are appointed by their respective agencies. Other members are appointed by the Chair of the FARM.

Alternates: Local government members may have alternates appointed by the governmental body they represent. The FARM Chair may designate alternates to other members. Alternate members have full rights of a FARM member in the absence of their organization's member.

ARTICLE V – OFFICERS

Selection: The Chair and two Vice Chairs of the FARM shall be appointed by the COG Board Chair, giving reasonable deference to representation among the District of Columbia, Maryland, and Virginia. The COG Board Chair shall fill vacancies as they arise. The Vice Chairs shall represent participating jurisdictions from a different state or District from that of the Chair. The FARM Chair may select other officers for duties and functions not inconsistent with these Bylaws.

Duties: The Chair of the FARM shall preside at all meetings and shall perform such other duties that the Bylaws or the FARM from time to time shall assign. A Vice Chair shall act to discharge

the duties of the Chair, in the absence of or inability of the Chair to act.

ARTICLE VI – QUORUM AND VOTING

Quorum: One third of the voting members or their alternates shall constitute a quorum of the FARM.

Voting: When a quorum of the FARM is present at any meeting, the vote of the majority of the FARM members (or their officially designated alternates) present and voting shall decide any question brought before the Committee; except that two-thirds of local government officials present and voting must affirmatively support any matter concerning work program, Bylaw amendments, advocacy statements, or recommendations to the COG Board of Directors.

ARTICLE VII – SUPPORT

Technical Committees and Work Groups: The FARM may have standing technical committees or work groups appointed by the Chair to assist in the development of the FARM's recommendations. Technical committees and work groups shall be deemed subordinate to the FARM and may include representation from federal, state, regional and local governmental units or other organizations relevant to their functional interests.

ARTICLE VIII – AMENDMENT

These Bylaws may be amended pursuant to the following procedures: a) with the approval of the majority of those voting members of the FARM present and voting, a proposal to amend the Bylaws introduced at any regular meeting of the Committee, shall be recorded in the meeting summaries of the FARM; and b) a special written notice setting forth such proposal shall be distributed to every member of the FARM at least ten (10) days before the next regular meeting.

The amendment shall be acted upon at the next regular meeting following the meeting at which it was proposed. The amendment will be enacted if the amendment receives a majority vote of the voting members of the FARM, including affirmative votes of two-thirds of local government officials present and voting.

ARTICLE IX – MEETINGS; PROCEDURE

Meetings: The FARM shall meet as scheduled by the Chair at a frequency necessary for the conduct of its business, with notice being given at least five days prior to the meeting. The Chair shall have the authority to reschedule or cancel a meeting upon advance notice to FARM members at least five days prior to the scheduled meeting. A meeting also shall be scheduled if a majority of the members of the FARM request a meeting.

Procedure: Except as provided otherwise by these Bylaws, the COG Board Rules of Procedure, such other standing rules as the Committee may determine, and Roberts Rules of Order, Revised, shall be the parliamentary authority for the conduct of meetings of the FARM. Meetings shall be open to the public, except upon procedures consistent with the COG Board

Rules of Order.

Meeting Summaries: COG staff shall prepare draft meeting summaries for adoption by the FARM at the next available meeting subsequent to the meeting for which the summary was prepared. The FARM shall review and revise the meeting summaries as necessary that, upon adoption, shall constitute the FARM's record of actions and other deliberations. All record of the meetings shall be made available to the public on the COG web site.

Supplemental, Minority, or Additional Views: Any member of the FARM may give notice, upon approval of any measure by the FARM, of intention to file supplemental, minority, or additional views. Such member shall be entitled to file such views by a deadline established by the Chair, which shall be no fewer than five calendar days (not including Saturdays, Sundays, and legal holidays).

Metropolitan Washington Council of Governments

FARM COMMITTEE RECOMMENDED FISCAL YEAR 2022 REGIONAL FUND CONTRIBUTIONS

The following funding strategy and proposed contribution levels were shared at the COG Leadership Retreat in July as part of the presentation on the Food and Agriculture Regional Member (FARM) Ad Hoc Committee.

Proposed FARM Regional Fund Revenue Strategy		
Contribution Amount	FY22 (July 1 to June 30)	FY22 Prorated (October 1 to June 30)
Level A: Population of less than 75,000	$10,000	$7,500
Level B: Population of 75,000-250,000	$20,000	$15,000
Level C: Population greater than 250,000	$35,000	$26,250

Reasonable accommodations are provided upon request, including alternative formats of meeting materials.
Visit www.mwcog.org/accommodations or call (202) 962-3300 or (202) 962-3213 (TDD).

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: City Manager AGENDA ITEM 9i

MEETING DATE: September 7th, 2021

SUBJECT/TOPIC: American Rescue Plan Act Budget #1

BACKGROUND:

In March of 2021, the United States Congress passed the American Rescue Plan Act (ARPA), which included direct funding for localities across our nation. The City of Manassas Park was informed in May and June of 2021, that it would be receiving a total of **$21,528,613** in ARPA funding in four tranches:

1. **$1,697,448.50 in May of 2021-** received directly from the Federal Treasury as part (first half) of the "County" share of funding (we receive this funding since we are an independent jurisdiction not under a County Government).
2. **$9,066,858.00 in June of 2021-** received from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (first half) of the "Non-Entitlement Unit" share of funding (we receive this funding since we are a City that is under 50,000 population).
3. **$1,697,448.50 in May of 2022-** will receive directly from the Federal Treasury as part (remaining) of the "County" share of funding (we receive this funding since we are an independent jurisdiction not under a County Government).
4. **$9,066,858.00 in June of 2022-** will receive from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (remaining) of the "Non-Entitlement Unit" share of funding (we receive this funding since we are a City that is under 50,000 population). Please note that the City may be awarded more in this Tranche if other Non-Entitlement Units do not accept their funding.

These funds are for eligible expenditures incurred from March 3rd, 2021 until December 31st, 2026. These funds have to be **Obligated by December 31st, 2024**- this means that while we can continue to make payments on capital projects until December 31st, 2026, the project must begin before December 31st, 2024.

The simplest way to think about the ARPA funding uses is to think of it as a more expansive version of the CARES Act funding received in 2020. On page 2 of the "Interim Rule" guidance from the Federal Treasury they specifically state: *"The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF)."* Specifically, the legislation establishes four categories for uses of these funds:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. (City Manager Note: CARES Act + expanded support to struggling industries and households).
2. To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers. (City Manager Note: Pay raises for public employees).

3. For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency. (City Manager Note: Recover lost revenues and spend them on public service delivery).
4. To make necessary investments in water, sewer, or broadband infrastructure. (City Manager Note: Water, Sewer and Stormwater Projects + providing broadband access to our residents).

The Legislation and follow-up regulations are clear that these funds are not be utilized for building reserves, funding tax cuts, nor for employee pension funds. See pages 2 and 16 of the Interim Rule.

As part of compliance reporting, the City has received helpful guidelines from both the Federal Treasury and the Government Finance Officers Association (in coordination with the Federal Treasury). This includes a list of Expenditure Categories that the City will align its budget planning and descriptions to (reference "EC" #'s in below table) in order to facilitate compliance reporting and lawful uses of funds:

Reference #	Expenditure Category
EC 1.0	**Public Health**
EC 1.1	COVID-19 Vaccination
EC 1.2	COVID-19 Testing
EC 1.3	COVID-19 Contact Tracing
EC 1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools etc.)
EC 1.5	Personal Protective Equipment
EC 1.6	Medical Expenses (including Alternative Care Facilities)
EC 1.7	Capital Investment or Physical Plant Changes
EC 1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
EC 1.9	Payroll Costs for Public Health, Safety and Other Public Sector Staffing Responding to COVID-19
EC 1.10	Mental Health Services
EC 1.11	Substance Use Services
EC 1.12	Other Public Health Services
EC 2.0	**Negative Economic Impacts**
EC 2.1	Household Assistance: Food Programs
EC 2.2	Household Assistance: Rent, Mortgage and Utility Aid
EC 2.3	Household Assistance: Cash Transfers
EC 2.4	Household Assistance: Internet Access Programs
EC 2.5	Household Assistance: Eviction Prevention
EC 2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers
EC 2.7	Job Training Assistance
EC 2.8	Contributions to UI Trust Funds

EC 2.9	Small Business Economic Assistance (General)
EC 2.10	Aid to Nonprofit Organization
EC 2.11	Aid to Tourism, Travel or Hospitality
EC 2.12	Aid to Other Impacted Industries
EC 2.13	Other Economic Support
EC 2.14	Rehiring Public Sector Staff

EC 3.0	**Services to Disproportionately Impacted Communities**
EC 3.1	Education Assistance: Early Learning
EC 3.2	Education Assistance: Aid to High-Poverty Districts
EC 3.3	Education Assistance: Academic Services
EC 3.4	Education Assistance: Social, Emotional and Mental Health Services
EC 3.5	Education Assistance: Other
EC 3.6	Healthy Childhood Environments: Child Care
EC 3.7	Healthy Childhood Environments: Home Visiting
EC 3.8	Healthy Childhood Environments: Services to Foster Youth and Families Involved in Child Welfare System
EC 3.9	Healthy Childhood Environments: Other
EC 3.10	Housing Support: Affordable Housing
EC 3.11	Housing Support: Services for Unhoused Persons
EC 3.12	Housing Support: Other Housing Assistance
EC 3.13	Social Determinants of Health: Other
EC 3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators
EC 3.15	Social Determinants of Health: Lead Remediation
EC 3.16	Social Determinants of Health: Community Violence Interventions

EC 4.0:	**Premium Pay**
EC 4.1	Public Sector Employees
EC 4.2	Private Sector: Grants to Other Employers

EC 5.0:	**Infrastructure**
EC 5.1	Clean Water: Centralized Wastewater Treatment
EC 5.2	Clean Water: Centralized Wastewater Collection and Conveyance
EC 5.3	Clean Water: Decentralized Wastewater
EC 5.4	Clean Water: Combined Sewer Overflows
EC 5.5	Clean Water: Other Sewer Infrastructure
EC 5.6	Clean Water: Stormwater
EC 5.7	Clean Water: Energy Conservation
EC 5.8	Clean Water: Water Conservation
EC 5.9	Clean Water: Nonpoint Source
EC 5.10	Drinking Water: Treatment
EC 5.11	Drinking Water: Transmission & Distribution
EC 5.12	Drinking Water: Transmission & Distribution: Lead Remediation

EC 5.13	Drinking Water: Source
EC 5.14	Drinking Water: Storage
EC 5.15	Drinking Water: Other Water Infrastructure
EC 5.16	Broadband: "Last Mile" projects
EC 5.17	Broadband: Other projects

EC 6.0:	**Revenue Replacement**
	Provision of Government Services

EC 7.0:	**Administrative**
EC 7.1	Administrative Expenses
EC 7.2	Evaluation and Data Analysis
EC 7.3	Transfers to Other Units of Government
EC 7.4	Transfers to Non-entitlement Units (States and territories only)

While many of the above categories apply more to States (e.g. Transfers to NEU's; Unemployment Insurance, etc.), the above list is a useful framework for understanding the intent and uses for these funds. However, defining what uses are permitted in each of these Expenditure Categories required reference back to the Interim Rule and FAQ document. City Staff has been working diligently to identify a "menu" of projects and spending initiatives for the Governing Body to select from along with ensuring these projects tie back to specific references from both documents.

Attached is a presentation (see Attachment 1) provided by the City Manager to the Governing Body on July 21st, 2021. The Governing Body held a public input session on August 3rd, 2021 as part of this process. To support information transparency, Staff has attached a project breakdown (Attachment 2) that was also shared for the public input session.

Finally, the City Manager has made 3 edits to the City Manager recommended ARPA Budget:

1. Funding pay gap for CSA Admin Position to turn it into a full-time position.
    a. FY 22 Cost- $37,660
    b. Total Cost over ARPA Lifespan- $171,076

2. Funding purchase of a Ladder Truck.
    a. FY 22 Cost- $389,000
    b. FY 24 Medic Unit removed from the ARPA budget (already in City CIP) to free up ARPA funding for the Ladder Truck.

3. Providing Stormwater Culvert Repair Funding for critical culvert projects along Manassas Drive and Railroad Drive (including the sinkhole along Manassas Drive).
    a. FY 22 Cost- $1M
    b. Reduction in Funding for Russia Branch Stream Restoration Design + Community Development Facility acquisition to free up ARPA funding for these Culvert repairs.

Note: the City Manager will have both ARPA Budget spreadsheets open to enable the Governing Body to make real time edits to the budget on the evening of the 7th of September.

FINANCIAL IMPACT: $21,528,613 in restricted funding support	Budgeted:	YES____ NO__X____
	Amount Budgeted:	Will need to amend budget
	Amount Requested:	N/A
	Budget Line Item:	N/A

STAFF RECOMMENDATIONS:

1. That the Governing Body adopt an ARPA Budget #1, with further amendments to be made in the future as needed.

2. The Governing Body direct the City Manager to incorporate the ARPA Budget into future City Budgets including an FY 22 Budget Amendment.

3. The Governing Body direct the City Manager to incorporate the FY 22 ARPA Budget spending into the Q2 appropriations request.

CITY MANAGER APPROVAL: **Approved:_____ Not Approved:_____**	Laszlo Palko *Laszlo A. Palko*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

1. ARPA Budget Overview Presentation from City Manager (July 21st, 2021)
2. ARPA Projects Presentation (August 3rd, 2021)

American Rescue Plan Act Spending Plan

Presented by City Manager
July 20th, 2021

Agenda

- ARPA Revenue
- ARPA Framework based on Four Categories Laid out in Legislation
- ARPA Spending Plan by Department & Fiscal Year (“Menu” of options)
- ARPA Expenditures Aligned with Governing Body Priorities:
    1. Economic Development
    2. Core Services, Pay Raises, and FTE Growth
    3. Community Maintenance Issues
    4. Infrastructure
    5. Financial Management
    6. Service Delivery
- City Manager Recommended Spending Priorities & Plan
- Explanation of Excel Files
- Next Steps

CARES Act Budget Revenue

Total Revenue: $21,528,613.00

- **$1,697,448.50** in May of 2021- received directly from the Federal Treasury as part (first half) of the “County” share of funding.
- **$9,066,858.00** in June of 2021- received from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (first half) of the “Non-Entitlement Unit” share of funding.
- **$1,697,448.50** in May of 2022- will receive directly from the Federal Treasury as part (remaining) of the “County” share of funding.
- **$9,066,858.00** in June of 2022- will receive from the Commonwealth of Virginia (as pass thru from the Federal Treasury) as part (remaining) of the “Non-Entitlement Unit” share of funding.
- *Please note that as we accrue interest with these funds, we need to track this and incorporate into our Budget. Potential for hundreds of thousands of dollars more just from interest.*

ARPA 4 Category Framework

1. **Responding to Public Health and Negative Economic Impacts**
   a) **City has identified $21,001,453.93** in ARPA eligible spending for this category.

2. **Pay Raises for Workers Performing Essential Work**
   a) **City has identified $2,133,181.48** in ARPA eligible spending for this category ($853K per year for 2.5 years starting July 1, 2022-December 31, 2024). Employees salaries will be at July 1, 2024 levels beginning on July 1, 2022 with this program (2 years earlier than budgeted).

3. **Reduction in Revenues due to COVID**
   a) City calculated $2,092,652 in revenue losses for Calendar Year 2020 per the Federal Government Model. Will be able to calculate each calendar year going forward until December 31st 2024. Total future forecasted additional revenue losses are estimated at $8.8M **for a total of nearly $11M**. This $11M serves as an audit cushion for ARPA eligible expenses.

4. **Water, Sewer, and Broadband Infrastructure**
   a. **City has identified $31,030,000** in ARPA eligible spending for this category: W&S- $18.7, StormWater- $12.3M, & Public WiFi- $30K.

A Note on Pay Raises

- Reminder: ARPA Funded Pay Raises of $853K starting in FY 23.
- Closes (or nearly closes for some) 75% of current gap with neighbors.
- ARPA Funded Raises only for Front Line Workers for all City Departments (not Directors and Deputy Directors) minus Central Departments (CMO, Finance, IT, HR, & General Services).
- To Fund FY 25 Salaries for these Non-ARPA Eligible Employees would require $346K in FY 23. Fortunately, the City has programed $568K in salary increases in FY 23 total. Thus, the City has the funding available to provide these increases with plenty of cushion for increased benefits (FICA + VRS) cost (in fact an estimated $70K+ surplus):

Category	Amount
FY 23 Budget Available	$568,105.46
Non-ARPA Raises	$346,720.41
ARPA Raises- Benefits	$151,075.33
Net Remaining:	**$70,309.73**

“Menu” of Options

- Total List of Spending Items totaling roughly $54.1M.
- Rationale:
  1. Provide the Governing Body with options to fund desired programs.
  2. Provide project list of options to fall back to if spending in approved items come under budget as occurred with CARES Act.
  3. Provide a list of targeted projects to petition for State Funding ($4B+ ARPA Fund + Surplus) and Federal Funding (Grants and upcoming Infrastructure Bill) support.

ARPA Spending Plan by Department & Fiscal Year- Operating

City of Manassas Park ARPA Fund Operating Budget					
Revenue Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ARPA REVENUE (County)	$ 1,697,449	$ 1,697,449	$ -	$ -	**$ 3,394,897**
ARPA REVENUE (NEU)	$ 9,066,858	$ 9,066,858	$ -	$ -	**$ 18,133,716**
OTHER ARPA REVENUE	$ -	$ -	$ -	$ -	**$ -**
ARPA CARRYOVER	$ -	$ 3,614,461	$ -	$ -	**$ -**
ARPA INTEREST	$ 80,732	$ 107,643	$ 80,732	$ 26,911	**$ 296,018**
TOTAL REVENUES	**$ 10,845,039**	**$ 14,486,410**	**$ 80,732**	**$ 26,911**	**$ 21,824,631**
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
CITY MANAGER & ECON.	$ 1,543,573	$ 2,232,147	$ 2,232,147	$ 640,240	**$ 6,648,107**
INFORMATION TECH.	$ 80,382	$ 123,807	$ 123,807	$ 62,902	**$ 390,898**
HEALTH & HOUSING	$ 424,950	$ 526,600	$ 526,600	$ 283,300	**$ 1,761,450**
POLICE	$ 65,742	$ 392,194	$ 392,194	$ 205,058	**$ 1,055,188**
FIRE	$ 15,613	$ 164,626	$ 164,626	$ 88,794	**$ 433,660**
SOCIAL SERVICES	$ 66,499	$ 50,000	$ 50,000	$ 35,000	**$ 201,499**
PARKS & REC	$ 161,601	$ 55,140	$ 55,140	$ 27,570	**$ 299,451**
TRANSFER TO CAPITAL	$ 4,872,219	$ 19,263,419	$ 11,397,881	$ 7,840,863	**$ 43,374,382**
TOTAL EXPENDITURES	**$ 7,230,578**	**$ 22,807,934**	**$ 14,942,396**	**$ 9,183,728**	**$ 54,164,635**
NET INCOME (SURPLUS/DEFICIT)	**$ 3,614,461**	**$ (8,321,524)**	**$ (14,861,663)**	**$ (9,156,817)**	**$ (32,340,004)**

ARPA Spending Plan by Department & Fiscal Year- Capital

City of Manassas Park ARPA Fund Capital Budget					
Revenue Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ARPA REVENUE - OPERATING	$ 4,872,219	$ 19,263,419	$ 11,397,881	$ 7,840,863	**$ 43,374,382**
TOTAL REVENUES	**$ 4,872,219**	**$ 19,263,419**	**$ 11,397,881**	**$ 7,840,863**	**$ 43,374,382**
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
POLICE	$ 382,099	$ -	$ -	$ -	**$ 382,099**
FIRE	$ 56,300	$ 185,000	$ 1,007,266	$ -	**$ 1,248,566**
PARKS & REC	$ 43,000	$ 90,000	$ 64,500	$ 155,000	**$ 352,500**
GENERAL SERVICES + TECH + SCHOOLS	$ 410,820	$ 6,445,086	$ 2,937,781	$ 597,530	**$ 10,391,217**
WATER & SEWER	$ 1,780,000	$ 8,443,333	$ 4,388,333	$ 4,088,333	**$ 18,700,000**
STORMWATER	$ 2,200,000	$ 4,100,000	$ 3,000,000	$ 3,000,000	**$ 12,300,000**
TOTAL EXPENDITURES	**$ 4,872,219**	**$ 19,263,419**	**$ 11,397,881**	**$ 7,840,863**	**$ 43,374,382**
NET INCOME (SURPLUS/DEFICIT)	**$ -**	**$ (0)**	**$ (0)**	**$ -**	**$ (0)**

ARPA Expenditures Aligned with Governing Body Priorities

Governing Body Priorities- ARPA Budget					
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ECONOMIC DEVELOPMENT	$ 1,298,145	$ 1,032,971	$ 1,032,971	$ 58,152	**$ 3,422,238**
CORE SERVICES + PAY + FTEs	$ 619,619	$ 6,978,130	$ 4,623,092	$ 802,748	**$ 13,023,590**
COMMUNITY MAINTENANCE	$ 296,472	$ 375,296	$ 375,296	$ 187,648	**$ 1,234,712**
INFRASTRUCTURE	$ 3,980,000	$ 13,433,333	$ 7,452,833	$ 7,243,333	**$ 32,109,500**
FINANCIAL MANAGEMENT	$ 402,810	$ 743,711	$ 1,243,711	$ 747,854	**$ 3,138,086**
SERVICE DELIVERY	$ 633,533	$ 244,492	$ 214,492	$ 143,992	**$ 1,236,510**
TOTAL EXPENDITURES	**$ 7,230,578**	**$ 22,807,934**	**$ 14,942,396**	**$ 9,183,728**	**$ 54,164,635**

ARPA Expenditures- Economic Development

Total- $3,422,238

- Jobs Training Program- $17.5K
- Small Business Support (Grants, Consulting, etc.)- $245K
- Aid to Tourism, Travel, or Hospitality (Support to Movie Theater + Tenant Improvement Support for Restaurants + investments in Public Plaza)- $2.75M
- Economic Recovery Coordinator to implement above- $366K+

ARPA Expenditures- Core Services, Pay, & FTEs

Total- $13,023,590

- Pay increase for Public Sector Employees- $2.1M
- Mental Health Support Program (Liaison to CSB for residents, Police mental health response support, & mental health support to our employees)- $720K
- Law Enforcement Support (Sex Crimes Detective, 2 Officers, Police Station HVAC & Technology support) - $1.4M
- Fire & EMS Support (EMS Life Saving Equipment, Facility Renovations to enable EMS operations, & 2 EMS employees)- $2.6M
- Facility for Community Development, General Services, and Schools; and Pre-School Teacher for Parks & Rec to support Early Education- $6.1M
- Reminder- Schools receiving ARPA funds separately as well- $2.5M+

ARPA Expenditures- Community Maintenance

Total- $1,234,712

- Public Health and City Planning/Policy Support (public health response, health violations, life safety inspections, planning, strategy, and data analysis)- $868K
- Housing Support (liaison with State Housing Department for housing services, support for utilities, and potential for home repair support programs)- $367K

ARPA Expenditures- Infrastructure

Total- $32,109,500

- Water & Sewer Projects (Smart Meters, SCADA/Dark Fiber, Sewer Lining, Sewage Lift Stations Rehabilitation, Sewer Service Line Repair/Replace, Water Phased Improvements VI & VII, and Water Tanks Rehabilitation/Repair)- $18.7M
- StormWater Projects (Russia Branch P3, Other TMDL Projects, Salt Shed BMP, Rugby Yard, and Railroad Drive Culverts Rehabilitation)- $12.3M
- Parks & Rec Infrastructure (Community Center HVAC improvements, Playground Upgrades at Signal Hill and Baker Park, & Basketball Court Resurfacing) - $1.1M

ARPA Expenditures- Financial Management

Total- $3,138,086

- Compliance, ARPA Budget Management, Additional ARPA Funding Acquisition, Logistics, & Procurement- $887K
- IT Staff Support for new Software Implementation and managing expanded digitized City environment including cybersecurity- $391K
- IT Capital Initiatives to modernize/digitize City to enable remote work and online customer service (new ERP + Implementation)- $1.86M

ARPA Expenditures- Service Delivery

Total- $1,286,510

- Keeping City employees secure (PPE, Cleaning, COVID support)- $258K
- Vaccination program for our Residents- $159K
- IT Capital Initiatives to modernize/digitize City to enable remote work and online customer service (Cyber Software, Laptops, VPN upgrades, Public WiFi, & Public Meeting Broadcasting System)- $468.4K
- Direct Services to Residents (Mental Health Screenings for Foster Youth, Substance Use Services, Food Support, Rent & Mortgage Support, Utilities Support, Internet Access Support, and Burial Support for families whose loved one passes away due to COVID-19)- $351K

City Manager Recommendation

Priorities & Spending Plan (Budget Balanced)

City Manager Recommended ARPA Spending Plan Priorities

1. **COVID-19 Response- $3,912,190**
   - CARES ACT Expenditures + Public Health Team + Law Enforcement Support + Mental Health Program.
2. **Economic Development Initiatives- $3,169,738**
   - Supporting TI for struggling industries, Econ. Coordinator, Grants, Employment Support.
3. **Household Support Initiatives- $506,738**
   - Housing Program Manager (State resources) + Rent/Mortgage/Utilities Support for our Residents.
4. **Pay Increases- $2,133,181**
   - 2.5 Years of Pay Raises- salaries equal to Existing Budgeted Amount in January 1, 2025.
5. **W&S + StormWater- $4,800,000**
   - Smart meters for real-time water usage data and streamlined billing + SCADA
   - Russia Branch (Design Engineering).
6. **IT Modernization Efforts- $2,725,946**
   - ERP, IT Support, Software & Hardware for digital modernization and cybersecurity + Public Wi-Fi.
7. **Hiring Necessary Positions to Help Implement above Programs- $887,188**
   - Financial Compliance + Logistics & Procurement.
8. **Facility Enhancement Program- $3,681,169**
   - Fire Station Improvements + Community Development Building + School Renovations.

Total Budget: $21,816,150

ARPA Legislation Programs:
Blue- Program 1
Purple- Program 2
Green- Program 4

City Manager Budget by Department & Fiscal Year- Operating

City of Manassas Park ARPA Fund Operating Budget					
Revenue Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ARPA REVENUE (County)	$ 1,697,449	$ 1,697,449	$ -	$ -	**$ 3,394,897**
ARPA REVENUE (NEU)	$ 9,066,858	$ 9,066,858	$ -	$ -	**$ 18,133,716**
OTHER ARPA REVENUE	$ -	$ -	$ -	$ -	**$ -**
ARPA CARRYOVER	$ -	$ 7,115,893	$ 11,304,492	$ 3,106,912	**$ -**
ARPA INTEREST	$ 80,732	$ 107,643	$ 80,732	$ 53,822	**$ 322,929**
TOTAL REVENUES	**$ 10,845,039**	**$ 17,987,842**	**$ 11,385,224**	**$ 3,160,733**	**$ 21,851,542**
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
CITY MANAGER & ECON.	$ 1,460,239	$ 2,148,814	$ 2,148,814	$ 617,240	**$ 6,375,107**
INFORMATION TECH.	$ 80,382	$ 123,807	$ 123,807	$ 62,902	**$ 390,898**
HEALTH & HOUSING	$ 419,950	$ 521,600	$ 521,600	$ 278,300	**$ 1,741,450**
POLICE	$ 65,742	$ 249,608	$ 249,608	$ 127,504	**$ 692,462**
FIRE	$ 3,613	$ 962	$ 962	$ 962	**$ 6,500**
SOCIAL SERVICES	$ 56,499	$ 50,000	$ 50,000	$ 30,000	**$ 186,499**
PARKS & REC	$ 161,601	$ 55,140	$ 55,140	$ 27,570	**$ 299,451**
TRANSFER TO CAPITAL	$ 1,481,120	$ 3,533,419	$ 5,128,381	$ 1,980,863	**$ 12,123,783**
TOTAL EXPENDITURES	**$ 3,729,146**	**$ 6,683,351**	**$ 8,278,312**	**$ 3,125,342**	**$ 21,816,150**
NET INCOME (SURPLUS/DEFICIT)	**$ 7,115,893**	**$ 11,304,492**	**$ 3,106,912**	**$ 35,392**	**$ 35,392**

City Manager Budget by Department & Fiscal Year- Capital

City of Manassas Park ARPA Fund Capital Budget					
Revenue Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ARPA REVENUE - OPERATING	$ 1,481,120	$ 3,533,419	$ 5,128,381	$ 1,980,863	**$ 12,123,783**
TOTAL REVENUES	**$ 1,481,120**	**$ 3,533,419**	**$ 5,128,381**	**$ 1,980,863**	**$ 12,123,783**
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
FIRE	$ 27,300	$ 140,000	$ 1,007,266	$ -	**$ 1,174,566**
PARKS & REC	$ 43,000	$ 90,000	$ -	$ -	**$ 133,000**
GENERAL SERVICES + TECH + SCHOOLS	$ 410,820	$ 2,370,086	$ 2,187,781	$ 1,047,530	**$ 6,016,217**
WATER & SEWER	$ -	$ 933,333	$ 1,933,333	$ 933,333	**$ 3,800,000**
STORMWATER	$ 1,000,000	$ -	$ -	$ -	**$ 1,000,000**
TOTAL EXPENDITURES	**$ 1,481,120**	**$ 3,533,419**	**$ 5,128,381**	**$ 1,980,863**	**$ 12,123,783**
NET INCOME (SURPLUS/DEFICIT)	**$ -**	**$ (0)**	**$ -**	**$ (0)**	**$ -**

City Manager Budget Aligned with Governing Body Priorities

Governing Body Priorities- ARPA Budget					
Expenditure Category	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
ECONOMIC DEVELOPMENT	$ 1,214,811	$ 949,637	$ 949,637	$ 55,652	**$ 3,169,738**
CORE SERVICES + PAY + FTEs	$ 196,520	$ 3,351,880	$ 3,566,842	$ 1,087,362	**$ 8,202,605**
COMMUNITY MAINTENANCE	$ 296,472	$ 375,296	$ 375,296	$ 187,648	**$ 1,234,712**
INFRASTRUCTURE	$ 1,000,000	$ 1,023,333	$ 1,933,333	$ 933,333	**$ 4,890,000**
FINANCIAL MANAGEMENT	$ 402,810	$ 743,711	$ 1,243,711	$ 747,854	**$ 3,138,086**
SERVICE DELIVERY	$ 618,533	$ 239,492	$ 209,492	$ 113,492	**$ 1,181,010**
TOTAL EXPENDITURES	**$ 3,729,146**	**$ 6,683,351**	**$ 8,278,312**	**$ 3,125,342**	**$ 21,816,150**

ARPA Expenditures- Core Services, Pay, & FTEs

Total- $13,023,590

- Pay increase for Public Sector Employees- $2.1M
- Mental Health Support Program (Liaison to CSB for residents, Police mental health response support, & mental health support to our employees)- $720K
- Law Enforcement Support (Sex Crimes Detective, ~~2 Officers, Police Station HVAC & Technology support~~) - $1.4M
- Fire & EMS Support (EMS Life Saving Equipment, Facility Renovations to enable EMS operations, & ~~2 EMS employees~~)- $2.6M
- Facility for Community Development, General Services, and Schools (+Pre-School Teacher for Parks & Rec to support Early Education)- ~~$6.1M~~ ($3.1)

ARPA Expenditures- Infrastructure

Total- $32,109,500

- Water & Sewer Projects (Smart Meters, SCADA ~~/Dark Fiber, Sewer Lining, Sewage Lift Stations Rehabilitation, Sewer Service Line Repair/Replace, Water Phased Improvements VI & VII, and Water Tanks Rehabilitation/Repair~~)- $18.7M
- StormWater Projects (Russia Branch Design Engineering ~~P3, Other TMDL Projects, Salt Shed BMP, Rugby Yard, and Railroad Drive Culverts Rehabilitation~~)- $12.3M
- Parks & Rec Infrastructure (~~Community Center HVAC improvements~~, Playground Upgrades at Signal Hill ~~and Baker Park, & Basketball Court Resurfacing~~) - $1.1M

Explanation of Spreadsheet

Open Excel Files



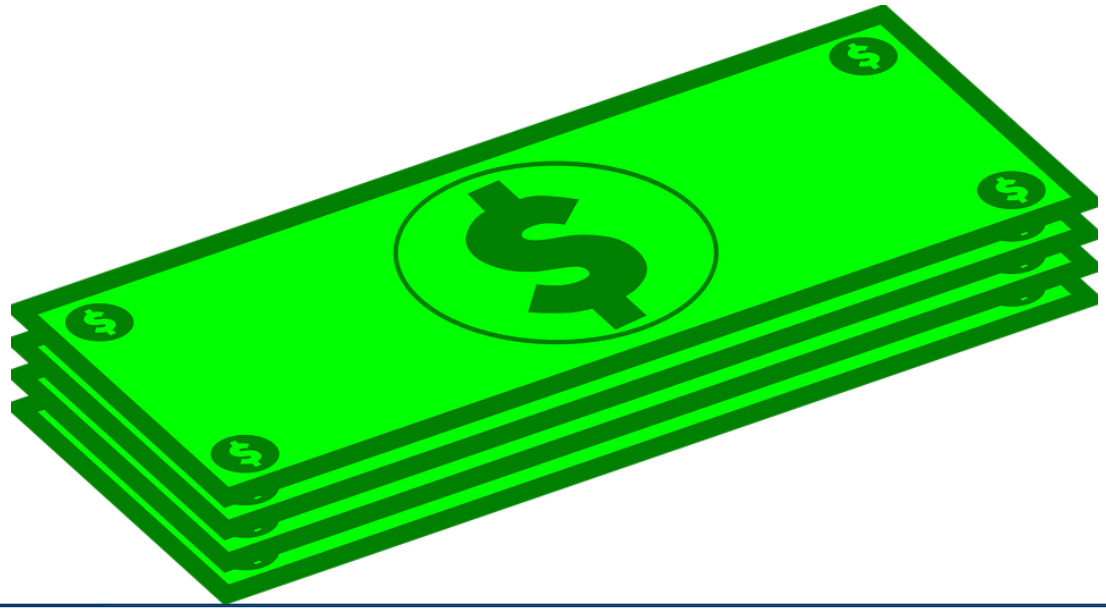
Next Steps

- Review File and send questions to City Manager.
- Provide Guidance and Edits to ARPA spending plan and timeline.
- Work Session on July 27th to go over project list?
- Vote on interim ARPA Spending Plan framework on August 3rd or September 7th.
- Amend FY 22 Budget in September to incorporate FY 22 ARPA Spending Plan items.
- Appropriations Request after Budget Vote to appropriate ARPA Spending limits in FY 22 and Q2 for FY 22.

American Rescue Plan Act- Project Slides

Operating Fund Projects

City Manager- Cost of Administering ARPA



ARPA Plan Justification:

Register 26797-9 (B): "payments may be used by recipients to provide premium pay to eligible workers performing essential work…These are workers who have been and continue to be relied on to maintain continuity of operations"

FAQ 4.7 & Section 5.0: "Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work…sectors include healthcare, education and childcare, transportation, sanitation…and public health and safety, among others…Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list"

Description:

Projects:

- **Pay Raises for Frontline Workers**

Total Project Cost: $2,133,181

Timeline: FY 23-25

Justification: In line with the 2nd Category of ARPA, the City will provide premium pay increases to our front line-critical workers beginning in July 1, 2022 of no more than $12 per hour. ARPA Funded Raises only for Front Line Workers for all City Departments (not Directors and Deputy Directors) minus Central Departments (CMO, Finance, IT, HR, & General Services).

City Manager- Employee Safety & Support







ARPA Plan Justification:

Federal Register 26790: *"COVID–19 Mitigation and Prevention…support for isolation or quarantine…purchases of personal protective equipment"*

Federal Register 26795: "*enhanced cleaning efforts*"

Federal Register 26797-9 (B): "*payments may be used by recipients to provide premium pay to eligible workers performing essential work*"

Description:

Projects:

- **PPE-** $96K
- **Cleaning-** $135K
- **Sick Leave-** $17.5K
- **Pay Raises-** $2.1M

Total Project Cost: $2,381,681.48

Timeline: FY 22-25 (Pay Raises begin in FY 23)

Justification: The City will need to maintain a higher level of cleaning operations to help mitigate the risk of spread from COVID-19 over the next few years as the risk from variants continues. Likewise, facemasks and other Personal Protective Equipment will be needed for front line employees during these surges. Vaccinated employees will continue to be support with paid sick leave (charged to admin leave instead) if they contract COVID-19 as they have taken the necessary measure (vaccination) to protect themselves and their fellow employees. Finally, in line with the 2nd Category of ARPA, the City will provide premium pay increases to our front line-critical workers beginning in July 1, 2022 of no more than $12 per hour.

City Manager- Economic Recovery



ARPA Plan Justification:

Federal Register 26794: *"assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel, and hospitality…grants to mitigate financial hardship*"

Federal Register 26795: *"Technical assistance, counseling, or other services to assist with business planning needs…certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID–19 public health emergency…as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic"*

Description:

Projects:

- **Job Training-** $17.5K
- **Small Business Support-** $245K
- **Aid to Struggling Industries-** $2.75M
- **Economic Development Coordinator-** $366K

Total Project Cost: $3,422,238

Timeline: FY 22-25

Justification: The City will need to make investments to help our small businesses and unemployed workers recover from the negative impacts from COVID-19 via job training, recovery grants, and consulting support. In addition, the City should assist those industries especially hit hard- Movie Theaters, Restaurants, and Hotels. Assistance can take the form of grants and/or supporting tenant improvement to help the business execute prior expansion plans before getting hit by COVID-19. Other infrastructure support such as investment in our public plaza to enable greater outdoor dining success. Finally, a position is required to help manage the above recovery program.

City Manager- Cost of Administering ARPA





ARPA Plan Justification:

Page 39 of FAQ: “Yes. Recipients may use funds for administering the CSFRF/CLFRF program…for ensuring compliance with legal, regulatory, and other requirements”

Description:

Projects:

- **ARPA Financial Manager**
- **ARP Logistics/Procurement Manager**

Total Project Cost: $887K

Timeline: FY 22-25

Justification: The City will need assistance with managing the spending, tracking, reporting, contracting, inventorying, and overall management of these ARPA Funds as associated acquisitions and projects. The ARPA Financial Manager will assist the City with tracking every dollar received and spent, reporting to the Federal and Commonwealth Governments, keeping all records for audit purposes, and ensuring spending on permitted uses. The ARPA Logistics and Procurement Officer will assist with preparing all contracts for services and goods, sourcing all vendors/prices/goods, inventorying items acquired, and helping to manage central general services support to all entities implementing projects.

Information Technology- Additional IT Staffing



ARPA Plan Justification:

Federal Register 26794: *Expenses to Improve Efficacy of Economic Relief Programs "…*to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations."

Fact Sheet Page 4 : *Rebuilding Public Sector Capacity*

"Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations."

Description:

Projects:

- Part-Time IT PM Support – $164K
- Full-Time IT Help Desk Support - $227K

Total Project Cost: $390,898

Timeline: FY 22-25

Justification: Selecting the City's next generation ERP platform requires the highest amount of due diligence and project support to ensure the efficacy of the analysis, procurement, and implementation processes. With higher city staff demands (due to increased # of staff and increased complexity of tasks) and greater emphasis on cybersecurity needs/risks, I believe this position is justified to provide adequate troubleshooting and repair capacity. The standard size of IT staff for a city of our size is 4.5 staff members. We currently have three.

Health & Housing- Health Response







ARPA Plan Justification:

Federal Register 26791: "*Funding community health workers to help community members access health services and services to address the social determinants of health*"

Federal Register 26822: *"(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services… (2) Public health and safety staff. Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees"*

Description:

Projects:

- **Public Health Officer**
- **Emergency Management Planner/Policy Officer**
- **Mental Health Program Manager**

Total Project Cost: $1,234,712

Timeline: FY 22-25

Justification: The main priority for the ARPA legislation is supporting our City's response the COVID-19 pandemic and general public and mental health issues stemming from this. To do this requires the hiring of the City's first ever Public Health Officer to guide City Health policy and strategy and to implement public health programs in partnership with VDH and PWHD (including to assist in negotiations with PWC on the future of the Health District and potentially serve as our first Manassas Park Health Department Director). The EM Planner/Chief Policy Officer would support the Health Officer in this effort and support our current Chief of Operations who has been managing the pandemic (shifting focus away from overall operations coordination across all City functions/services). The Mental Health Program Manager would guide City Mental Health policy and strategy and implement mental health programs (internal and external) in partnership with the CSB and our Police Department.

Health & Housing- Housing Response



ARPA Plan Justification:

Federal Register 26791: "Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness"

Federal Register 26794: "rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness…home repairs, weatherization, or other needs; internet access or digital literacy assistance"

Federal Register 26796: "Affordable housing development to increase supply of affordable and high quality living units…Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves"

Description:

Projects:

- **Housing Program Manager**
- **Mortgage and Rent Support**
- **Internet and Other Utilities Support**

Total Project Cost: $526,738

Timeline: FY 22-25

Justification: Another major priority for the ARPA legislation is supporting our City's response to housing issues stemming from the pandemic. To do this requires the hiring of the City's first ever Housing Program Manager to guide City housing policy and strategy and to implement housing programs in partnership with Virginia Housing and Urban Development (who had received extra funds to support rent relief and eviction support). A key priority for this Housing Program Manager would be to connect residents with State resources and to provide as needed rent/mortgage/utilities relief. They would also help develop the City's Affordable Housing Strategy and access CDBG funding for the City.

Police Department – Public Health and Safety Response







MENTAL HEALTH CO-RESPONSE UNIT

ARPA Plan Justification:

Federal Register 26791: Community Based Policing Officers.
Federal Register 26791: Community Based Mental Health Services Co-Respond Unit (Mental Health Clinician & Law Enforcement) in conjunction with Mental Health Awareness Response and Community Services (MARCUS Alert) to expand access to treatment.
Federal Register 26791: Family Violence and Child Abuse Investigations, Prevention and Treatment.
Federal Register 26791: Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of violent crime.

Description:

Projects:

- Two officers for Crime Prevention and Community Based Policing - $379K
- Mental Health Clinician and CIT Officer – Co-Response Unit - $354K
- Sexual Assault / ICAC Detective - $285K
- Violent Crime Prevention Technology Surveillance Cameras wireless connection, 4G/5G SIM Cards service. - $37K

Total Project Cost: $1,055,188

Timeline: FY 22-25

Justification: One of the priorities in the ARPA legislation funding is to prevent and respond to violent crime, Mental Health, and support public safety in the community. Under Treasury's Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds ("Funds") under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to "respond to" this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel. To include, investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to violent crime.

Fire Department - Up-Staffing and Data Management





Description:

Projects:

- Up-staffing for Covid-19 vaccinations at MAP Clinic and In-Home vaccinations - $6.5K
- ImageTrend Continuum Module - $48K
- 2 New EMS Positions - $379K

Total Project Cost: $433,660

Timeline: FY 22-25

Justification: Overtime cost associated with up- staffing for vaccine related activities- In-home vaccines + MAP Clinic. ImageTrend Continuum module is an upgraded reporting module that allows for real time data to be used for dashboard system, live feeds for reporting and enhanced reporting capabilities. Increasing staffing levels by two Medic/FF FTE's, is a forward in allowing the department to slowly increase its FTE levels to the required staffing level to provide quality service delivery to citizens and surrounding jurisdictions. Currently the department operates at minimal staffing levels on a daily basis, which have not been increased since 2010.

ARPA Plan Justification:

Federal Register 26822: (2) *Public health and safety staff. Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID–19 public health emergency.*

Federal Register 26822: (xvii) *Expenses related to establishing or enhancing public health data systems.*

Social Services - Public Health Services









ARPA Plan Justification:

Federal Register 26822(xii):
Administrative Support
Federal Register *26791*:
Mental Health Screenings; Substance Use Services; Food Support Programs
Federal Register 26794:
Assistance to Households - Burial Assistance for COVID Related Deaths

Description:

Projects:

- **Technology Equipment -** $10K
- **Mental Health Screenings -** $35K
- **Substance Abuse Services -** $6K
- **Food Support Program -** $80K
- **Burial Assistance -** $70K

Total Project Cost: $201,499

Timeline: FY 22-25

Justification: ARPA emphasizes the use of funds for services that assist foster youth and families involved with the Child Welfare System. Critical health screenings are not covered by Medicaid or private insurance. Rates of drug and alcohol abuse have increased significantly. Thus, Manassas Park needs to offer prevention and intervention programs. Food insecurities continue to be a concern. A primary objective is to connect Manassas Park families with fresh, healthy foods. The loss of a life can be a financial burden to a family. It is pertinent that Manassas Park families receive assistance burying a loved one that has passed due to COVID-19.

Parks and Recreation- Vaccine Support



ARPA Plan Justification:

Federal Register 26791: *“Public Health and Safety Staff”*

Final Interim Rule FAQ Pages 7-9: *"Payroll expenses for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” “Expenses related to COVID-19 vaccination programs.”*
See 31 CFR 35.6(b)(1)(i)

Description:

Projects:

- Personnel (FT/PT)- $53K
- Rental Space- $99K

Total Project Cost: $152,120

Timeline: FY 22

Justification: The Department of Parks and Recreation has provided, and continues to provide, a number of full and part time staff to the Mason and Partners Clinic in order to support their ongoing vaccination efforts to the local community. Staff have provided a variety of vaccine support functions to include: transportation, call center, line control, registration assistance, translation, facility coordination, marketing/messaging, scheduling/appointments, facility set up/tear down, ticketing, signage, and cross jurisdictional coordination. The department also provides MAP clinic staff with several rentable spaces within Manassas Park Community Center to facilitate their mass vaccination clinic. Classrooms 4 & 5 have been utilized as the primary vaccination areas, while the Banquet Hall periodically served as the primary observation (post vaccine oversight) space. Vaccine clinics range from 1-3 days/week and have operated anywhere from 8am-4pm, depending on the day/week.

Parks and Recreation- Employee and Patron Safety

SaniZone Air Treatment





Jade™ Air Purification

ARPA Plan Justification:

Federal Register 26821: *"Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products"*

"Expenses for disinfection of public areas and other facilities in response to the COVID–19 public health emergency"

Description:

Projects:

- Air Purification Units

Total Project Cost: $9,480 (one year rental contract)

Timeline: FY 22

Justification: In an effort to continually mitigate COVID-19 risk factors through enhanced cleaning and heightened sanitation practices, the addition of air purification units throughout the community center will support increased protection for patrons and staff alike. These air purification units provide 24 hour air and surface treatment and disinfection. Through the use of UV light, Photoplasma, negative ions, and ozone, this equipment provides ongoing air and surface disinfection. In order to reduce the potential spread of illness among our patrons and staff, these units should be installed in highly used spaces, classrooms, and common points of congregation. This includes 17 standard size models, with two larger scale units (Jade) earmarked for the main entrance and Banquet Hall.

Parks and Recreation- Healthy Childhood Environments



ARPA Plan Justification:

Federal Register 26822: *"Programs or services that address or mitigate the impacts of the COVID– 19 public health emergency on childhood health or welfare, including: (A) New or expanded childcare"*

FAQ 2.11: *"Promoting healthy childhood environments, including: child care"*

Description:

Projects:

- Assistant Preschool Teacher

Total Project Cost: $138,850

Timeline: FY 22-25

Justification: This position will assist the Lead Preschool Teacher in the daily planning, preparation, and implementation of the curriculum for Preschool (follows academic year for MPCS) and Playschool summer camps. The Assistant Preschool Teacher supervises children, maintains licensing requirements, manages staff to child ratio, and will work in concert with the Lead Preschool Teacher to expand the existing program and implement any new early childhood education standards coming down from the Department of Education. Viable childcare options were limited during the pandemic, which often placed excessive burdens on working families. By adding this position, it would allow us to increase the size and scope of the department's preschool program and ultimately provide greater overall childcare access to local families in need.

CIP Projects

Police Department – Public Health and Safety Response



Description:

Projects:

- Violent Crime Prevention Technology (Cameras)

Total Project Cost: $382,099

Timeline: FY 22

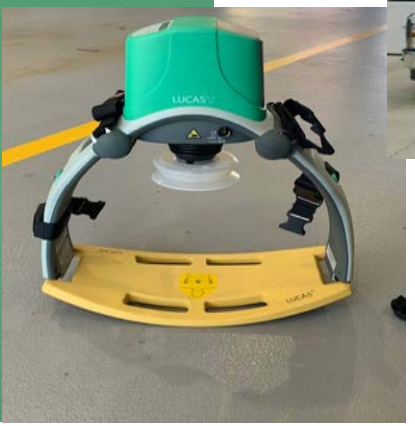
Justification: The SeSys cameras are tactical portable cameras that produce high quality images with PTZ (pan tilt zoom) controls at the edge through a 4G/5G data communication connection. The remote monitoring cameras are an invaluable resource in emergency and potentially hostile situations, giving visibility to command and control personnel to help direct response and keep first responders safe. With its 6MP high resolution image capabilities (30 times more than traditional analogue systems), ability to send video data over encrypted mobile networks and integrated secure Wi-Fi, the Torch Camera is ideally suited to incident management and combat violent crimes.

ARPA Plan Justification:

Federal Register 26791: Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of violent crime.

Fire Department - Equipment Upgrades







Description:

Equipment: (cont'd on next slide)

- Medic Unit - $409K
- Cardiac Monitors - (2) $140K
- Lucas Devices (2) - $35K
- Thermal Imagers (2) - $19K
- I-Simulate Interactive EMS Software - $9K
- Westnet Alerting System $140K

Justification: A new medic unit will ensure the mechanical soundness of critical life saving apparatus. As the unit ages, maintenance cost increases and reliability decreases. This unit has already had a replacement engine installed. The Cardiac Monitors, Lucas Device and Thermal Imagers being proposed for replacement have exceeded the recommended 8 year life cycle from the manufacturers. The I-simulate software provides the most realistic EMS training scenarios possible. The training software allows the instructor to control what the student sees and hears on the monitors while treating a patient. The current Westnet alerting is the alerting system used within the station. This system was installed in 2005, as the first generation system. Current new upgrades to the system will allow for altering of emergency personnel while taking in consideration the effects of health and safety needs. Replacement with a newer system allows for additional safety features and a more dependable system.

ARPA Plan Justification:

Federal Register 269821- § 35.6 Eligible uses.

(a) In general. Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section (b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID–19

Fire Department - Equipment Upgrades









ARPA Plan Justification:

Federal Register 269821- § 35.6 Eligible uses.

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID–19;

(xvii) Expenses related to establishing or enhancing public health data systems;

(xviii) Mental health treatment, substance misuse treatment

(ix) Expenses for communication related to COVID–19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID–19;

Description:

Equipment: (Cont'd from previous slide)

- CAD/HDMI Switch Upgrade $18K
- Radio System Upgrades $392K
- Gym Equipment Upgrade/Replacement $29K
- Gear Washer $12K
- LED Message Board/Sign $45K

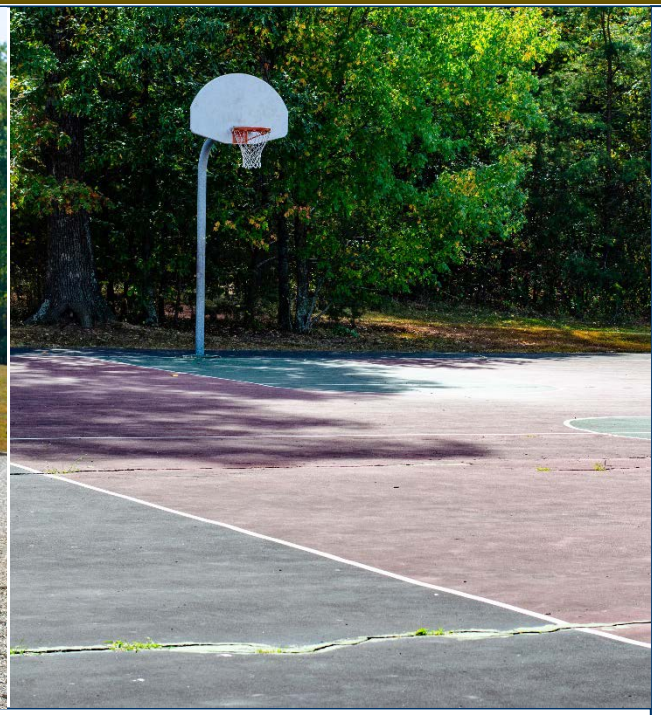
Total Project Cost: $1,248,566

Timeline: FY 22-24

Justification: The current CAD screens in the station are run with VGA cables, that restrict our distance to 100' from the switch. By upgrading to an CAT6/HDMI switch the department would be able to increase cabling distance up to 288', which would allow CAD Screens to be installed at any location within the building. This would be the replacement/upgrade of all portable and mobile radios within the fire department. This includes all apparatus, staff vehicles, station base units for alerting and portable pagers. Gym equipment replacement/upgrade for mental health and wellness of the EMS personnel while on duty. The gear washer is a specially designed washer that is used to clean contaminated equipment. Installation a new brick LED message board/sign in front of the fire station would allow the department to assist in getting city wide emergency messages out to the public from a centrally located building with in the city.

Parks and Recreation- Investments in Parks/Outdoor Spaces





ARPA Plan Justification:

FAQ 2.18: *"Investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19"*

"Many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs"

Description:

Projects:

- Playground Upgrade (SHP)-$90K
- Basketball Court Resurface (SHP)-$65K
- Basketball Court Resurface/Retaining Wall (CP)-$150K
- Playground Upgrade (Baker Park)-$5K

Total Project Cost: $309,500

Timeline: FY 23-25

Justification: The playground equipment at SHP, as well as the basketball courts at both SHP and Costello Park, are in severe disrepair and at the end of their useful lifecycles. The retaining wall that supports the court at Costello Park continues to break down and deteriorate at a rapid pace. The current play structure at Baker Park is in satisfactory condition, however, the department has received community interest to enhance/expand the playground with additional amenities, in particular a swing set. The playground at SHP and the basketball courts at both SHP and Costello Park are highly patronized by the local community, in particular from March through November. These amenities were frequently utilized during the pandemic, as they provided users with an outdoor exercise/play option that presented less risk or exposure to that of indoor activities. As we continue to gradually transition back into a more normalized routine, many patrons will likely still opt for or prioritize outdoor exercise options, making these amenities particularly desirable to the local community.

Parks and Recreation- Outdoor Space Enhancement



ARPA Plan Justification:

FAQ 2.18: *"Investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19"*

Federal Register 26822: *"Small businesses. Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID–19 public health emergency"*

Description:

Projects:

- Drive-In Movie Package

Total Project Cost: $43,000

Timeline: FY 22

Justification: Cinema Café is a new city business that is scheduled to come onboard as part of the City's new downtown development. The hospitality industry was especially hard hit during the pandemic, in particular the movie industry. Procurement of a large 40' drive-in style inflatable movie screen would allow the City to partner with Cinema Cafe to provide a nostalgic outdoor drive-in style movie experience (naturally socially distanced) from the spring through the fall (weekends). Cinema Cafe would provide the movie rights, manage the ticket sales, and execute the show, while city staff would support advertising, parking, set up/tear down, and manage general event oversight. In addition to the drive-in experience outlined above, the 40' screen could also be utilized periodically for department/city special events and functions throughout the year. With ongoing fears related to the pandemic this provides support options for our future movie theater to continue their operations during the pandemic.

Information Technology - Software Financial Management



Description:

Projects:

- ERP Consulting – $110k
- ERP – $1.5M
- ERP Implementation Support – $250K

Total Project Cost: $1,860,000

Timeline: FY 22-25

Justification: The City's ERP is the core financial system that facilitates all facets of the City's capacity for customer engagement, payment processing, accounting, and budgeting for every Departmental service such as Public Safety and Utilities. Selecting the City's next generation ERP platform requires the highest amount of due diligence and project support to ensure the efficacy of the analysis, procurement, and implementation processes.

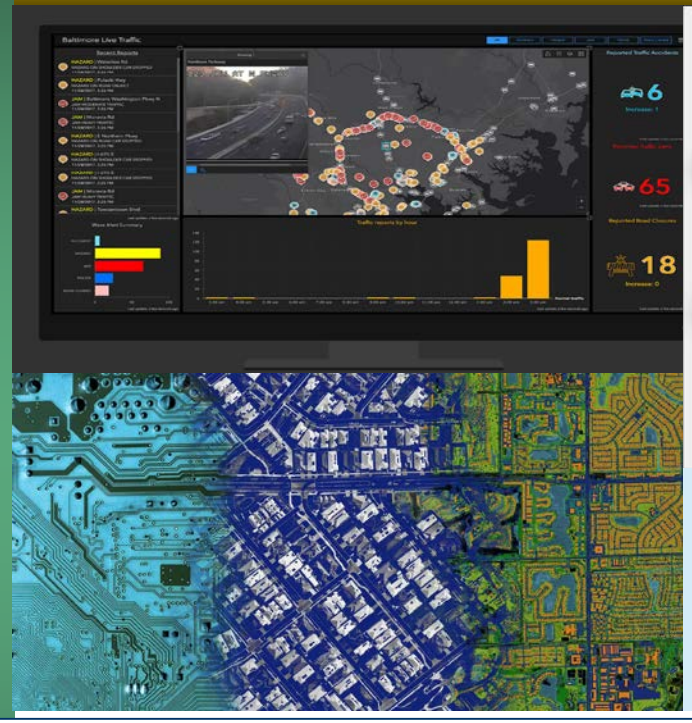
ARPA Plan Justification:

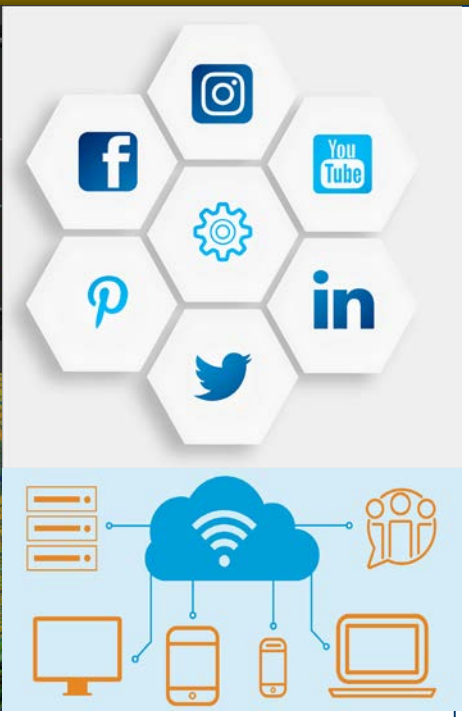
Federal Register 26794: *Expenses to Improve Efficacy of Economic Relief Programs "…*to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations."

Fact Sheet Page 4 : *Rebuilding Public Sector Capacity*

"Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations."

Information Technology – Software Service Delivery





Description:

Projects:

- NearMap GIS Software – $15K
- ArchiveSocial Software – $10K
- Velocity AVL GIS Software – $25K

Total Project Cost: $50,000

Timeline: FY 22

Justification: The City's continued ability to increase GIS capacity through enhanced imagery (NearMap) and monitor City assets (Velocity) are critical to increasing service delivery pertaining to economic reporting and recovery as well as public safety. Tools such as ArchiveSocial aid the City in securing a more robust social media retention policy for easily accessing publicly shared FOIA accountable communications as disseminated by all City social media accounts (i.e. Twitter, Facebook, Instagram).

ARPA Plan Justification:

Federal Register 26794: *Expenses to Improve Efficacy of Economic Relief Programs "…*to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations."

Fact Sheet Page 4: *Rebuilding Public Sector Capacity*

"Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations."

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 20801:
of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure;
Page 29 of FAQ For broadband investments, may recipients use funds for related programs such as Cybersecurity.. *"Recipients may also use funds for modernization of cybersecurity, including hardware, software"*

Description:

Projects:

- Red Canary

Total Project Cost: $142,590 (estimated working fund)

Timeline: FY 23 - 25

Justification:

Red Canary will help to secure the City of Manassas Park environment against cyber threats and data breaches. The 24x7 service monitors all laptop and server activity to identify threatening behaviors. Confirmed threats are quickly contained and stopped by their ops center staff. Red Canary has collaborated with Carbon Black Antivirus (AV) to monitor 24x7 any issue that Carbon Black finds. We will be moving from our current Comodo AV to this new system. This will be a yearly expense ($47K) in the Budget spread out across all funds (GF/W&S/ Stormwater) to finally ensure an adequate cybersecurity footprint for the City.

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 20801:
of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure;
Page 23 of FAQ May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects .. "*recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services"*

Description:

Projects:

- Laptops for city employees
- Backup dispatch Laptop

Total Project Cost: $64,088
Timeline: FY 22

Justification: We currently have 25 desktop computers in various departments, to move to laptops, which would allow users to work from home if there is another pandemic. Additionally, laptops are also more mobile and conducive to operations in emergency type situations (e.g. EOC operations). This quote comes with two monitors and a docking station per laptop. This wave of laptop issue will complete the changeover from desktop to laptop for all city staff. These 25 desktop computers are also near end of life, which we will upgrade to replace older, existing desktops (e.g. community center computer lab). Police department is working with to setup a backup dispatch capabilites. This project seeks to procure the VESTA Command Post, which includes hardware (Toughbook) and associated public safety software (call handling/emergency response/situational awareness solutions) designed for permanent backup positions and or in mobile command centers. This improves our emergency response, redundancy, mobility, and responsiveness.

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 20801:
of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure;
Page 29 of FAQ For broadband investments, may recipients use funds for related programs such as *Cybersecurity.. "Recipients may also use funds for modernization of cybersecurity, including hardware, software"*

Description:

Projects:

- VPN Upgrades

Total Project Cost: $12,000 (estimated working fund)

Timeline: FY 23-25

Justification: 2-Factor Authentication is an extra layer of security to confirm the user's identity prior to gaining access to the account/system. First, a user will enter their username and a password, then instead of immediately gaining access, they will be required to provide another piece of information. We will be using this with our Virtual Private Network (VPN) connections. The second authentication will be an app (FortiGate Authenticator) on our cell phones with a code that changes every 60 seconds. 2-Factor Authentication is now a standard best practice in industry and localities for better IT Security.

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 26791:
improvements to data or technology infrastructure,
Page 23 of FAQ May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects .. *“recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services”*

Description:

Projects:

- Public Meeting Broadcast Equipment

Total Project Cost: $176,370

Timeline: FY 22

Justification:

The old equipment is outdated and past end of life. Additionally, the system has not allowed us to stream to our cable channels at this time due to compatibility issues. It also requires significant contractor maintenance support as it is outdated. This project seeks to procure new equipment to improve/expand functionalities (internet streaming, cable broadcasting, integrated broadcasting to GB chambers + public plaza, emergency alerts, etc.). Additionally, the updated equipment will have **better technology to include hearing impaired devices**. This project will also serve Schools and all public bodies/entities/boards as well as the Library.

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 26791:
improvements to data or technology infrastructure,
Page 23 of FAQ May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects .. "*recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services"*

Description:

Projects:

- Public WiFi

Total Project Cost: $30,000

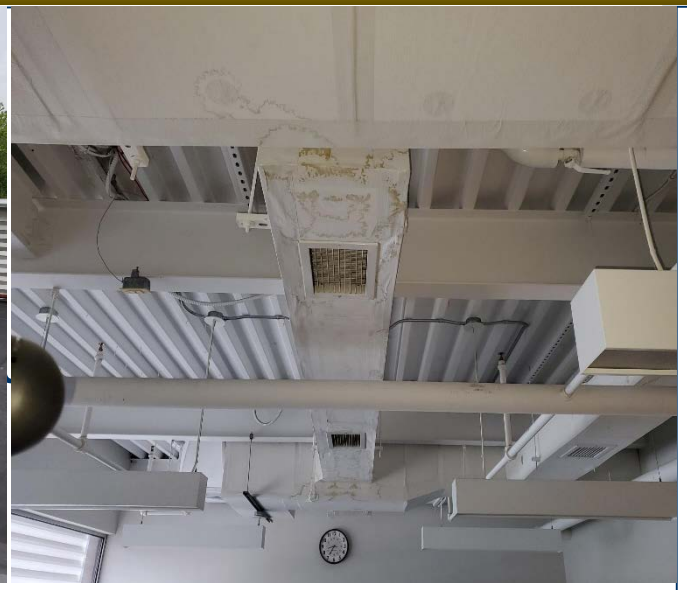
Timeline: FY 23

Justification:

This is to provide residents a public internet connection at the new City Hall plaza. This project seeks to add outdoor wireless devices around the public plaza. The public network will be segregated from the City's network to provide residents free network connectivity for educational and community uses. IT staff will manage all equipment and ensure connectivity.

Police - Facilities Ventilation Improvements





ARPA Plan Justification:

Federal Register 26821: *"including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs*"

Federal Register 26822: "*Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities"*

Page 4 of FAQ: "ventilation improvements in congregate settings, health care settings, or other key locations"

Page 4 of FAQ: "Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics."

Description:

Projects:

- Police Department HVAC Unit Replacement

Total Project Cost: $300,000

Timeline: FY 23

Justification: The primary HVAC units for the Police Department have exceeded their useful lifespan, leading to constant ventilation issues, building air quality issues, excessive moisture and sanitization issues, and creating a poor work environment. The constant failures of the heating, cooling, and ventilation system distract officers and staff from their primary duties, lead to fatigue and response time issues, and inhibit efficient sanitization procedures. Replacement of these units will improve ventilation and improve indoor air quality by efficiently removing excess moisture from the air, and providing the proper mix of outdoor make-up air to the building. The improved ventilation will also improve Facilities staff's ability to efficiently sanitize the building.

Community Center - Facilities Ventilation Improvements



ARPA Plan Justification:

Federal Register 26821: *"including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs*"

Federal Register 26822: "*Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities"*

Page 4 of FAQ: "ventilation improvements in congregate settings, health care settings, or other key locations"

Page 4 of FAQ: "Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics."

Description:

Projects:

- Community Center HVAC Improvements

Total Project Cost: $800,000

Timeline: FY 23

Justification: Aging, inefficient coils and compressors, lack of small particle filtration, and controls system issues are impacting the air quality in the Community Center. Upgrading the coils and compressors will allow for proper conditioning of the air and humidity control. Installation of HEPA air filtration will improve air quality throughout the facility. Modernizing the controls will allow for remote access, early warning, and detection of air quality and ventilation issues.

City Facilities- Community Development, General Services, & Schools Facilities





DEPARTMENT OF GENERAL SERVICES



Description:

Projects:

- Acquisition of combined Facility for Community Development Department, Future General Services Division, & Schools (Facility and Transportation)
- Renovation of School Facility and Transportation Buildings (Vocational Trade & Tech Education?)

Total Project Cost: $6M (estimated working fund)

Timeline: FY 23-25

ARPA Plan Justification:

Federal Register 26794: *"job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training"*

Page 23 of FAQ: "These eligible uses aim to address the pandemic's exacerbation of … economic disparities and include services to address… educational disparities."

Federal Register 26794: "These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors"

Federal Register 26794: "Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services."

Federal Register 26803: "Recipients may use…Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities"

Justification: The City's Public Work building has reached the end of its lifecycle. In order to provide adequate facilities for employees performing key infrastructure work identified in ARPA (water & sewer + stormwater), the City will need to acquire a new facility. This facility could also house the future General Services Division (including our new ARPA Compliance and ARPA Logistics/ Procurement Staff). Finally, this facility can also service the Schools Transportation and Facility Divisions. This will free up their existing buildings for renovation to support a Job Training program for our high school students- Vocational Trade and Technical schools.

Fire & EMS Facilities Social Distancing, Health and Cleanliness Improvements







ARPA Plan Justification:

Federal Register 26821: *"including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs*"

Page 4 of FAQ: "Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics."

Description:

Projects:

- Fire & Rescue Department Bunkroom and Locker Room Renovations - $325K
- Fire & Rescue Department Kitchen Remodel - $150K
- Fire & Rescue Department Flooring Replacement $75K

Total Project Cost: $550,000

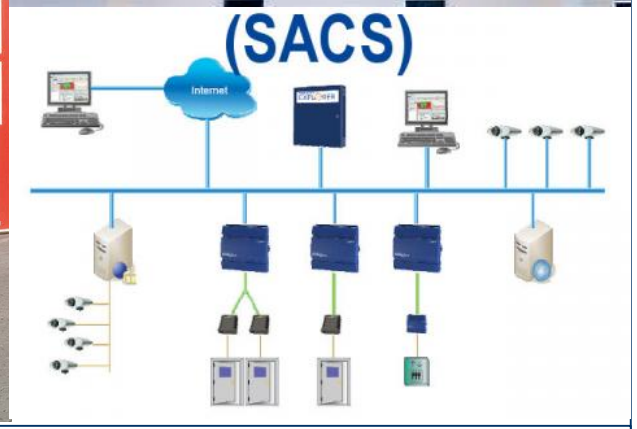
Timeline: FY 23

Justification: The existing design of the bunk rooms, locker rooms, and kitchen areas of the Fire Department did not consider the need for allowing Fire/EMS staff to interact communally while still practicing distancing and spread prevention measures. Layout and design changes could improve staff's ability to sleep, prepare/eat food, and shower/change clothes, while still adhering to proper distancing and sanitation measures. The flooring throughout the Fire Department is deteriorating, and deteriorated tile and carpet surfaces are posing challenges to efficiently sanitizing the building regularly.

Fire & EMS Facilities Transportation and Response Time Improvements







Description:

Projects:

- Fire Department Bay Door Replacement - $275K
- Fire Department LED Lighting Upgrades - $14K
- Fire Department Access and Security Improvements - $77K
- Fire Department Parking Lot Resurfacing - $40K

Total Project Cost: $406,168

Timeline: FY 23 and FY 24

Justification: The bay doors fail to function at critical times, inhibiting response time, diminishing indoor air quality, and leaving response supplies and equipment unsecured. The lighting in the facility is of poor quality, inhibiting response time and negatively impacting response staff alertness and mobilization. The current access control/security is a mixture of keys and combination locks, increasing mobilization times. A modern access control/security system would allow staff to mobilize efficiently without compromising security. Deteriorated lot pavement is posing hazards to the response of FD/EMS personnel, and increasing costs of emergency vehicle maintenance.

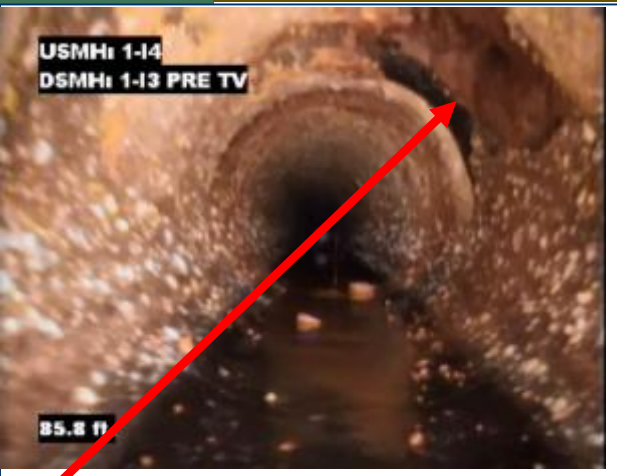
ARPA Plan Justification:

Federal Register 26821: *"including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs*"

Federal Register 26821: "*Emergency medical response expenses, including emergency medical transportation, related to COVID–19*"

Page 4 of FAQ: "Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics."

Water & Sewer – Sewer Lining



Hole in the pipe



Groundwater leaking into the pipe

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26803: The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.

Description:

Projects:

- Rehabilitate sanitary sewers through cure-in-place-pipe (City wide)

Total Project Cost: $2.475M (estimated working fund)

Timeline: FY 23-25

Justification: Protects water bodies from pollution by rehabilitating sanitary sewers, which reduces Infiltration and Inflow and prevents sewer collapses, thereby preventing sanitary sewer overflows. Older concrete sewer lines have also been subject to sulfide corrosion over the years, weakening them. Also protects water bodies by helping prevent sewage bypasses at POTWs.

Water & Sewer – Rehab - Matthew & Cynthia Lift Stations



Matthew Dr. Lift Station



Cynthia St. Lift Station

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26803: The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.

Description:

Projects:

- Rehab of the Matthew Drive Sewage Lift Station - $200K
- Rehab of the Cynthia Street Sewage Lift Station - $200K

Total Project Cost: $400,000 (estimated working fund)

Timeline: FY 22-23

Justification: These two sewage lift stations have not been upgraded or rehabilitated since their original construction in the early 1990's (although pumps have periodically been replaced). These projects will protect water bodies from pollution by rehabilitating and upgrading the sewage lift stations, thereby reducing the risk of sanitary sewer overflows.

Water & Sewer – Sewer Service Repair/Replace



Replacement of a collapsed sewer service in the public right of way.

Description:

Projects:

- Repair / Replace Sewer Services in Public Right of Way (sewer services convey waste from individual buildings to the public sewer main; project will be City-wide.)

Total Project Cost: $120,000 (estimated working fund)

Timeline: FY 23-25

Justification: Protects water bodies from pollution by rehabilitating the publically owned portion of the sanitary services, which reduces Infiltration and Inflow, prevents sewer service collapses, and thereby protects homes from sanitary sewage backups and helps prevent sanitary sewer overflows.

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26803: The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.

Water & Sewer – Water Main Improvements Phases VI & VII



Phase VI



Phase VII

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26802: "As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards."

Federal Register Page 26802: "Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems…"

FAQ 6.1: "…Under the DWSRF, categories of eligible projects include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development…"

Description:

Projects:

- Water Main Improvements Phase VI – Upgrade from 6" cast iron to 8" ductile iron along Lambert St from Courtney Dr to Martin Drive; Yost St. from Lambert Dr. to Old Centreville Rd; Martin Dr. from Yost St. to Manassas Dr. - $1.4M
- Water Main Improvements Phase VII – Upgrade from 6" cast iron to 8" ductile iron along Manassas Dr. from western City boundary to Kent Drive (upper) - $1.025M

Total Project Cost: $2.425M (estimated working fund)

Timeline: FY 23-25

Justification: Build and upgrade (water) distribution lines (the original cast iron water lines in the old part of the City have a high break rate)

Water & Sewer –
Rehab / Repair Water Tanks



Mathis Tank



Blooms Quarry Tank



Joshua Tank

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26802: "As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards."

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FAQ 6.1: "…Under the DWSRF, categories of eligible projects include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development…"

Description:

Projects:

- Rehabilitate / Repair Joshua Water Tank - $330K
- Rehabilitate / Repair Blooms Quarry Water Tank - $325K
- Rehabilitate / Repair Mathis Water Tank - $200K

Total Project Cost: $855,000 (estimated working fund)

Timeline: FY 23-25

Justification: The City's water tanks need multiple repairs to ensure reliable service and to meet current standards for water supply tanks – Upgrade (water) Storage Systems.

Water & Sewer – SCADA System



Programmable Logic Controller (PLC) at Matthew Lift Station

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26802: "As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards."

Federal Register Page 26802: "Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems…"

FAQ 6.1: "…Under the DWSRF, categories of eligible projects include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development…"

Description:

Projects:

- Implement System Control And Data Acquisition (SCADA) system in the City's Water / Sewer System (Tanks, Water Pump Stations, Sewer Lift Stations, Water Supply Vaults)

Total Project Cost: $1M (estimated working fund)

Timeline: FY 23-25

Justification: Improves the efficiency of the water and sewer systems by monitoring and control of water and sewer systems in real time from remote locations. Some components are no longer available, and communication with remote sites is not reliable (cell coverage is spotty, and marketing techniques interfere with telephone communications).

Information Technology - Hardware



ARPA Plan Justification:

Federal Register 26802:
To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband
Page 19 of FAQ May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects.. *“recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure”*

Description:

Projects:

- Dark Fiber in support of SCADA Project (previous slide)

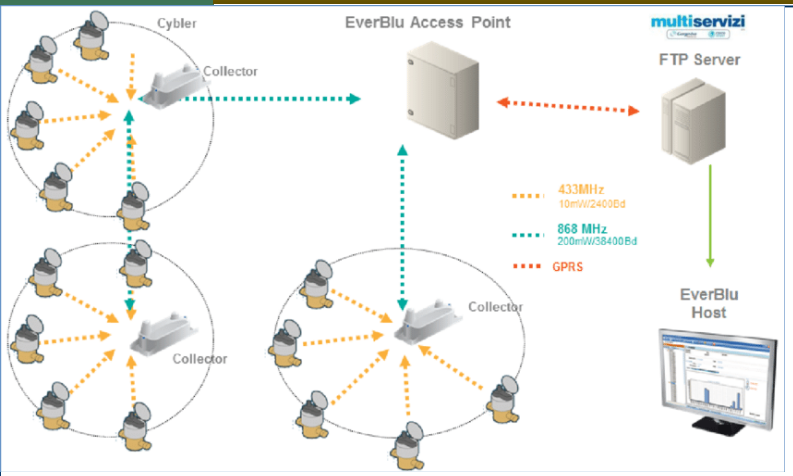
Total Project Cost: $4.5M

Timeline: FY 23

Justification:

The dark fiber is the backbone to our network connecting main 5 sites that we have through the current Comcast franchise agreement. This part of the agreement ends at the end of this year, which means we will have to lease the lines. This project seeks to place our own dark fiber throughout the city, which provides two benefits: 1) we own the dark fiber so there are no leasing cost, and we will have expanded capacity to connect all of our buildings, SCADA equipment, Stoplights etc beyond the current setup. It will also give us private network lines (intranet/internal to staff only) through the whole city for us to control and protect us from outside cyber intruders.

Water & Sewer - Smart Meters



Researchgate.net https://www.researchgate.net/figure/AMR-Automatic-Meter-Reading-infrastructure-installed-in-the-pilot-DMA-Posatora-in_fig5_337720995

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems…"

Federal Register Page 26802: "As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards."

Federal Register Page 26802: "It is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency."

Federal Register Page 26802: "Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems…"

Description:

Projects:

- Implementation of Automated Meter Infrastructure (AMI) and Smart Meters in the Water Distribution System

Total Project Cost: $2.8M (estimated working fund)

Timeline: FY 23-25

Justification: Allows for remote collection of water meter data and allows continuous monitoring of individual water accounts. This helps with early detection of leaks, unusual spikes in consumption, and helps identify water theft. Also allows for improved protection of water consumption data from cyberattack. Data is collected automatically without an operator having to enter neighborhoods.

StormWater - Russia Branch, TMDL projects & BMPs







Description:

Projects:

- Natural Stream Restoration for Russia Branch
- Stormwater Pond Retrofits (TMDL Action Plan)
- Salt Shed BMP
- Rugby Storage Yard Improvements

Total Project Cost: $10.3M (estimated working fund)

Timeline: FY 22-25

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve…stormwater infrastructure systems…"
Federal Register Page 26803: "…The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair…control non-point sources of pollution,… create green infrastructure, and protect waterbodies from pollution…"
Federal Register Page 26803: "Treasury encourages recipients to consider green infrastructure investments and projects….Green infrastructure projects that support stormwater system resiliency could include rain gardens…, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces.
FAQ 6.1: "…Under the CWSRF, categories of eligible projects include: …nonpoint source pollution management,…, stormwater systems,..."

Justification: Stream restorations and Best Management Practices (BMPs) that protect waterbodies from pollution by controlling non-point source pollution. The Salt Shed BMP protects waterways from pollution by capturing wash water containing salt from City trucks and snow plows. The Rugby Storage Yard Improvements protect waterways from pollution by protecting spoil materials and backfill materials and cold mix from runoff, and providing a BMP for treating stormwater runoff.

StormWater – Railroad Drive Culverts Rehab (2)





Description:

Projects:

- Rehabilitate two corrugated metal pipe culverts that convey Russia Branch under Railroad Drive

Total Project Cost: $2M (estimated working fund)

Timeline: FY 22-23

Justification: Replace or rehabilitate corrugated metal culverts - protects waterways from pollution (sediment and suspended solids) and protects public infrastructure (roads) from catastrophic culvert collapse. These two culverts provide access to the Virginia Rail Express (VRE) station in Manassas Park. This project also improves resilience of StormWater infrastructure and to severe weather events.

ARPA Plan Justification:

Federal Register Page 26802: "broad range of necessary investments in projects that improve access to clean drinking water, improve…stormwater infrastructure systems…"
Federal Register Page 26803: "…The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair…control non-point sources of pollution,… create green infrastructure, and protect waterbodies from pollution…"
FAQ 6.1: "…Under the CWSRF, categories of eligible projects include: …nonpoint source pollution management,…, stormwater systems,..."

Thank You!

Questions?



City of MANASSAS PARK



Department of Parks and Recreation

Agenda item 10a



CITY OF MANASSAS PARK

PARKS & RECREATION

SHAPING THE FUTURE.®

FY21 Performance Review

Category	FY20	FY21	% Increase/Decrease
Total Website Visitors	89,794	95,130	+6%
Email Open Rate	23.46%	24.64%	+5%
Mobile Visitors	64,205	52,683	-18%
Facebook Engagement	35,799	34,533	-4%
Total Membership Contracts	149	12	-92%
Total New Members	470	33	-93%
Rentals Sold	118	104	-12%
Rentals Held	685	803	17%
MPCC Visitors	303,633	260,198*	-14/20%
Wellness Center Volume	80,100	51,522	-36%
Tours	146	18	-88%
Tours Converted to Sale ($ value)	$52,986	$3,916	-93%

***18,700 attributed to MAP Clinic**

FY21 Performance Review

Category	FY20	FY21	% Increase/Decrease
Programs Implemented	703	102	-85%
Programs Cancelled	258	0	n/a
Senior Passport New	261	19	-93%
Special Events	12	9	-25%
Swim Lesson Participants	685	209	-69%
MPCC Swim Sessions	182	47	-74%
Indoor Pool Lane Rental Hours	2,512	4,091	+63%
SBWP Attendance	18,424	8,463	-54%
Costello Park Field Rentals	128	315	+146%
SHP Field Rentals	285	446	+56%
SBWP Revenue	$100,501.00	$90,413.00	-10%
Total Revenue (cash basis)	$791,258.91	$541,456.28	-32%

FY21 Event Highlights

Trunk or Treat
[1,000 Participants,
25 Vendors]





Kite Festival
[350 Participants]

FY21 Event Highlights



Virtual Tree Lighting
[Over 700 views]

Santa's Special Delivery
[80 Participants]



Comparisons & Projections

PARKS & RECREATION	FY20	FY21	FY22 Projections	Comments
MARKETING DIVISION				
Total Website Visitors	115,196	95,130	105,000	Off to strong start (July 4th); record # for visitors in June/July
Mobile Visitors	83,400	52,683	60,000	More events, Mosaic digital copy available again
Email Open Rate	20.37%	24.64%	25.5%	Anticipate upward trend to continue, albeit slightly
Facebook Engagement	41,934	34,533	37,000	Anticipate similar numbers as past two fiscal years
OPERATIONS DIVISION				
Total Membership Contracts	217	12	180	15/month average-12 sold in July
Rentals Sold	150	104	150	13/month average-18 sold in July
Rentals Held	996	803	900	
MPCC Visitors	395,254	260,198	335,000	Rental interest/demand up; memberships reinstated in July
Wellness Center Volume	120,287	51,522	58,000	Number should rise as membership sales increase
Tours	200	18	135	Tours often linked to rental sales/memberships-both should rise
Tours Converted to Sale ($value)	$76,685	$3,916	$48,000	
REC SERVICES DIVISION				
Programs Implemented	1,004	102	500	Building back program options; lost # of instructors during C-19
Programs Cancelled	99	0	50	Patron interest/demand for programming continues to increase
Senior Passports New	382	19	180	Promising start to 22; remaining cognizant of variant impacts
Special Events	20	9	16	Adding two new events to 22 schedule-removing some smaller events

*Utilized a full fiscal year's worth of data; FY19 figures used to populate missing months (March-June 2020)

Comparisons & Projections Cont.

PARKS & RECREATION	FY20	FY21	FY22	Comments
AQUATICS DIVISION				
MPCC Swim Sessions	266	47	220	Off to strong start-21 in July
Indoor Pool Lane Rental Hours	3,660	4,091	4,000	Maintaining swim teams from FY21
SBWP Attendance	23,620	8,463	30,000	11,664 for July-expect a strong August as well
PARKS DIVISION				
SHP Field Rentals	587	446	470	Anticipate upward trend to cont.; more focus on outdoor activity
CP Field Rentals	272	315	320	Slight increase; limited by available days/times
LIBRARY SERVICES DIVISION				
Library Visits	n/a	7,113	10,000	Notable increase with more awareness and no capacity restrictions
Total Programs	n/a	130	120	Slight decrease-more in person programming; less virtual/recorded
Total Program Attendance	n/a	2,136	1,400	Like above, accompanying decrease due to in person vs. virtual
Total Digital and Physical Collection	n/a	8,525	12,000	Increased foot traffic should prompt increase here
New Cards	n/a	868	500	Limited # of potential card holders
FINANCIAL				
Revenue (Cash basis)	$1,231,437.66	$573,439.78	$1,087,513.00	
Signal Bay Water Park Revenue	$151,726.00	$90,413.00	$193,000.00	Demand is up for 2021 season-expect to close strong in Aug/Sept.

*Utilized a full fiscal year's worth of data; FY19 figures used to populate missing months (March-June 2020)

FY22 Goals

Action Item	Division	Date of Completion
Create and Implement Customer Appreciation Program	Customer Service	January 22
Set up Self Service Portal in Rec1 for Outdoor Rental Contracts	Customer Service	April 22
Train all PT Custodial Staff on Proper Use of Floor Scrubber & Buffer	Custodial	March 22
Develop Custodial Division SOP and Execute with all FT/PT Staff	Custodial	December 21
Recruit/Hire 65 New Lifeguards for 2022 Summer Season	Aquatics	June 22
Retain 65% of Lifeguard Staff from 2021 Summer Season	Aquatics	June 22
Create/Implement a "Head Guard in Training" Program	Aquatics	January 22
Fully Digitize Group X Class Sign-in Process	Fitness	August 21
Wellness Center Refresh (strength side)- Replace Weight Training Accessories	Fitness	September 21
Audit Picnic Table Inventory; Replace/restore all units	Parks	March 2021

FY22 Goals

Action Item	Division	Date of Completion
Update Pavilion Bathrooms at SHP (e.g., toilets, sinks, partitions)	Parks	February 21
Update Department SOP	Operations	November 21
Restart Delinquent Account/Collections Process for Membership Contracts	Operations	November 21
Collaborate with Capital Cricket League to Offer a Youth Cricket Camp in 22	Recreation Services	April 2022
Grow Volunteer Roster by 25% (+10)	Recreation Services	April 2022
Reach 30 Ext. Care Registrants for 2021-22 School Year	Recreation Services	May 2022
Create/Implement Five Nature Based Programs at Bloom's Park	Recreation Services	March 2022
Design/Print Bloom's Park Brochure & Entry Sign Install	Marketing	March 2022
Design/Print Parks & Recreation Department Brochure	Marketing	January 2022
Expand Offsite Library Services & Program Options	Library Services	June 2022
Design more Programs/Services for Spanish Speaking Community	Library Services	April 2022

Fire & Rescue Department
FY21 Closeout & FY22 GB Presentation

Agenda Item 10b







Our City, Our Citizens,
Our Responsibility

Fire Department FY21

Highlights of FY21 Activities:

- *COVID-19 Planning and Operations.*
- *Working on Hiring and Retention strategy efforts.*
- *Stopped our business inspections most of FY21 due to the rise in COVID cases.*
- *All personnel wanting to receive the COVID-19 vaccine have do so, roughly 50%. Still only have had 2 employees who have tested positive since the start of COVID-19.*
- *PWC CAD monitor installed in EOC and MP ECC. AVL Testing period is underway (problems are being addressed).*
- *Call Volume has shown a steady increase.*
- *Major updates to the City's reserve EOC utilizing CARES Act Funding*

Department Statistics for FY21:

<u>Fire Marshal's Office</u>

- *Public Education Events: 0*
- *Fire Inspections: 241*
- *Investigations: 8*
- *Career Development Programs: 0*

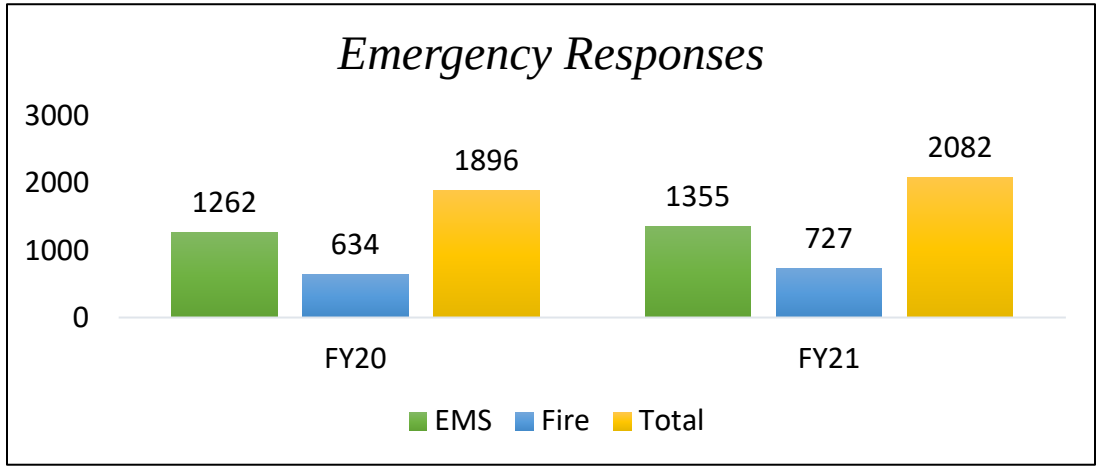
- *Average on Scene Time:04:10*
- *Busiest Day: Thursday*
- *Busiest Month: March*
- *Peak Call Times: 12pm – 8pm*

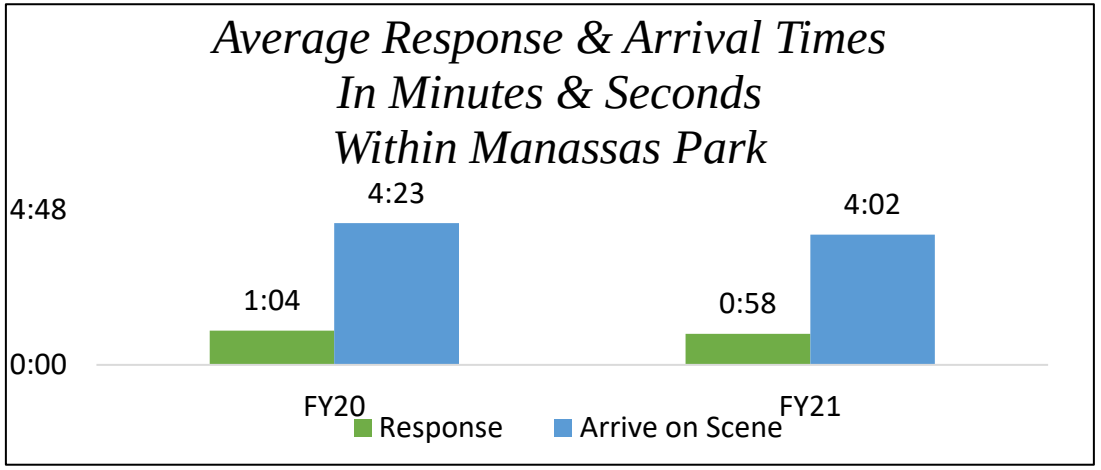
<u>Fire Rescue Operations</u>

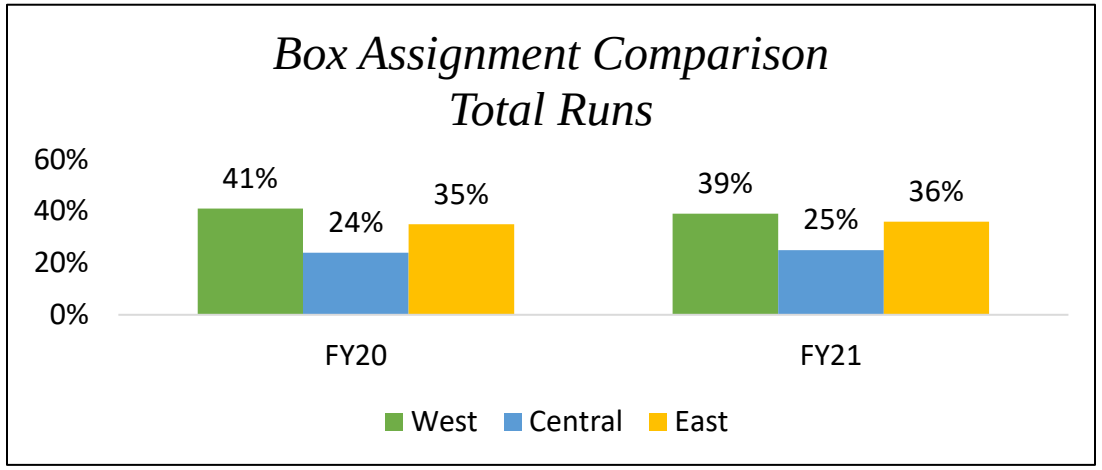
Total 911 Calls for Service:2,082
EMS As Primary:1,355
Fire As Primary: 727

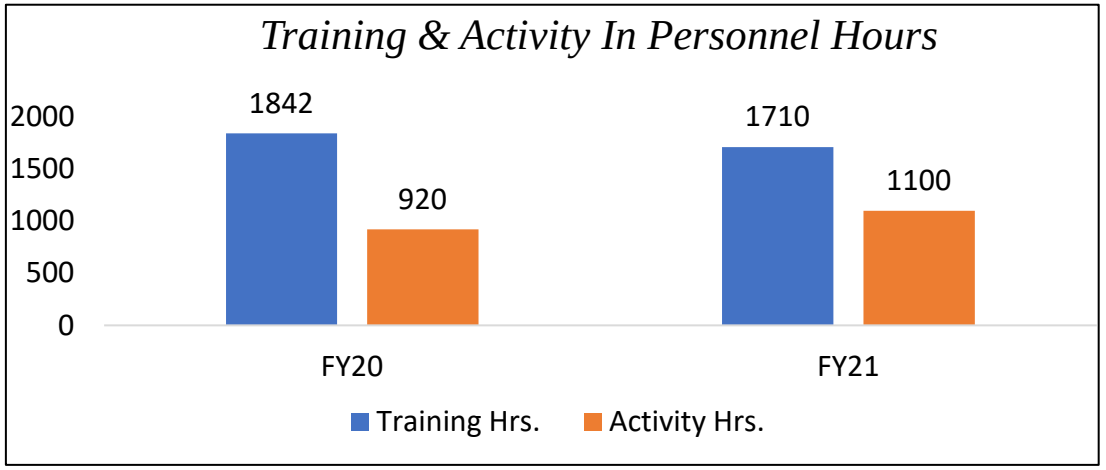
Total Unit Responses:3,774
Medic: 1,882
Engine: 1,696
Battalion Chief: 196

Fire Operation Stats
Comparison FY20/FY21

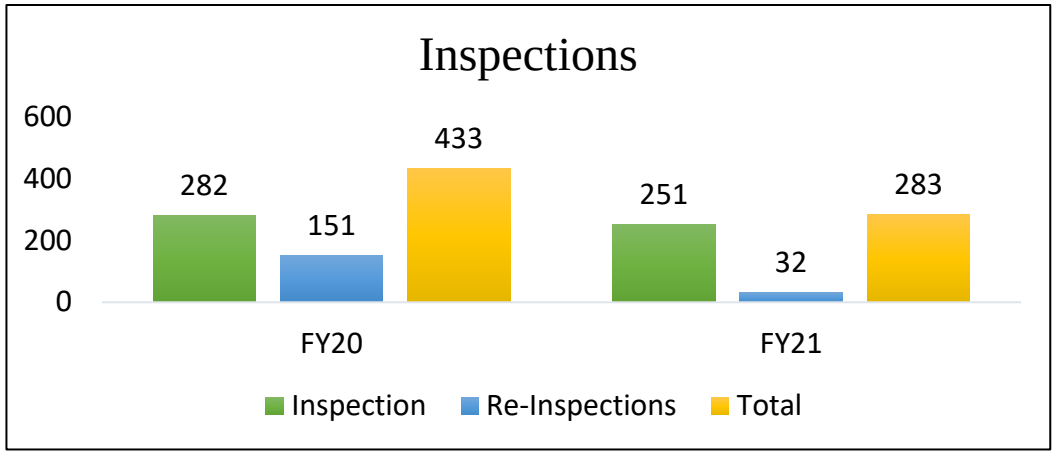


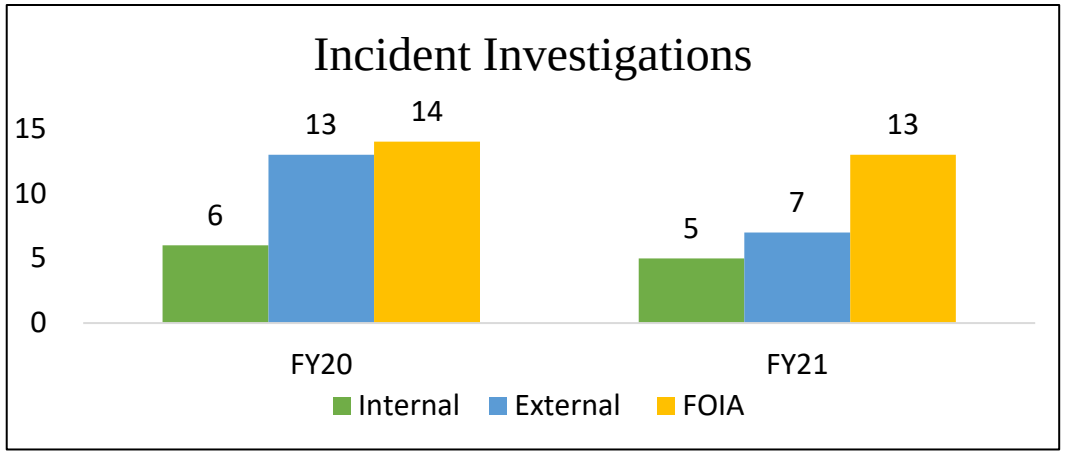


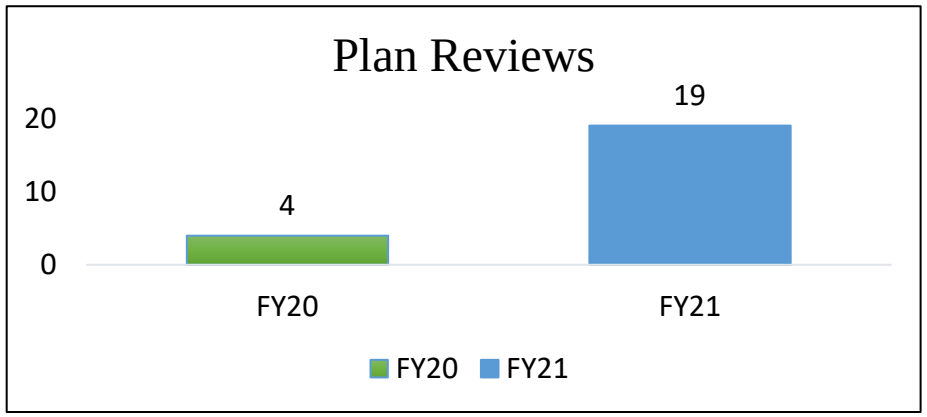




Fire Marshal's Stats Comparison FY20/FY21







Fire Department Goals Achieved in FY21

- *We were able to fulfill all annual goals in accordance with OSHA, NFPA, FEMA, VFPA, VA-IAAI, VA-OEMS and VDFP.*
- *Completed all CIP projects below the requested amounts.*
- *Stayed within the FY21 budget (high overtime had us very nervous with this).*
- *Applied for the AFG Safer Grant for 6 additional personnel in February 2021 (3-year grant which pays 100% for the cost of personnel).*
- *Provided several new policies for the safety and wellbeing of our personnel during the height of COVID-19. Low contraction rate with staff.*
- *Assisted with vaccination clinics held within the city*
- *Provided home bound vaccinations working with the MAP clinic.*



FY22 Performance Goals & Annual Goals

Performance Goals

- *Track all emergency responses for the following data:*

Turnout times, travel times, and on scene times. Our goal is to respond to arrive to 90% of the incidents within 7 minutes. Current average is 4 minutes.

- *Track the location of all emergency responses for the following data:*

Hotspots within the city, time of day, day of week and type of incident.

- *Inspection program of high hazard areas and commercial facilities.*
- *Model the following data for trends:*

*Sick leave usage, **overtime usage**, staffing, hiring, and **turnover**.*

Annual Goals

- *Maintain an effective PPE supply for COVID-19 Delta for operational needs and reserve needs.*
- *Fire pump, ladder, and hose testing be tested annual in accordance with NFPA recommendations.*
- *SCBA, P100 and N95 OSHA compliance fit testing.*
- *Air compressor air quality monitoring testing be completed quarterly.*
- *NFPA 1582 personnel fit for duty physicals be completed.*
- *All employees are required to complete the required amount of training hours per month per ISO guidance.*
- *Continue to support the other departments within the city.*

Current Staffing FY22

- *Administrative Staffing now consists of Assistant Chief Gilmer and Linda Sanchez with support from the Fire Chief .*
- *Operations is overseen by the Deputy Chief Jones with support from the Battalion Chiefs and EMS Captain.*
- *Budgeted operational staffing of 24 personnel divided over 3 shifts (28 sworn and 1 civilian). Currently 26 personnel available due to over hire status.*
- *Fire Marshal's office staffing of one personnel with inspection support from inspector Solsol. Fire Investigations are handled by fire marshal, Captain Clark & fire chief. We really need another full-time position added.*
- *Required future growth will require use of AFG SAFER Grant. Applied in February 2021 currently nothing heard from the grant committee.*

Current Staffing Matrix

Staffing Matrix with 6 personnel +(Leave Taken)

- *Engine 3*
- *Medic 2*
- *Battalion 1*
- *Kelly Day 1 except for Wednesday 2*
- *Leave Spot 1*

➢ *We need to maintain a minimum of 6 people daily to meet minimal staffing levels.*

➢ *Overtime is used primarily to meet minimum staffing.*

➢ *One leave position per shift per day.*

NFPA 1710 recommended staffing is currently unable to be met.

Staffing Matrix with 7 personnel + No Leave Taken

- *Engine 4*
- *Medic 2*
- *Battalion 1*
- *Kelly Day 1 except for Wednesday 2*



Fire and Rescue Staffing Levels Comparison

Area Fire Department Staffing Levels

- *Fairfax City has 63 operational staffing FTEs with a population of an estimated 24,019 operating out of 2 fire stations (staffing 2 Engines, Ladder Truck, 2 Medic units, and 1 Battalion Chief).*
- *Manassas City has 62 operational staffing FTEs with an estimated population of 41,174 operating out of 2 fire stations (staffing 2 Engines, Ladder Truck, 2 Medic units, and 1 Battalion Chief).*
- *City of Winchester 65 operational staffing FTEs with a population of 28,078 operating out of 4 fire stations (3 Engines, Ladder Truck, 3 Medic units, and 1 Battalion Chief.*

Manassas Park Fire Depart. Staffing Levels

- *Manassas Park 24 approved FTEs in operations. Currently operating at 26 with 2 over hires to assist with turnover.*
- *Operations consist of staffing for 1Engine, 1Medic and 1Battalion Response capabilities operating out of a single fire station.*

Principal Challenges Encountered by the Fire & Rescue Department

- ***High Turnover Rates***
  - *Cannot maintain the appropriate staffing levels in Operations Division (results in continuous high usage of overtime).*
- ***Increases in Over-Time Cost***
  - *COVID, Workers Comp Injuries, FMLA, Vacation, Sick leave usage, Maintaining Minimal Staffing Levels, and Personnel Working City Events.*
- ***Insufficient Staffing Levels***
  - *Low Admin Staffing*
  - *4 Person Engine Staffing per NFPA 1710, which impacts our ISO rating and overall safety to the residents and employees.*
- ***CIP Restrictions***
  - *Vehicle Replacement (Ladder Truck $1.5M)*
  - *Fire Station Maintenance and Growth (Personnel live here 24/7)*
- ***Unfilled Requests***
  - *Three Fire Lieutenants (Internal Promotions)*
  - *Deputy Fire Marshal (Assist with Business Inspections and 24- hour Investigation Coverage)*



Thank you!



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Manassas Park Fire Rescue









Our City, Our Citizens,
Our Responsibility