



CITY OF MANASSAS PARK
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 Jeanette Rishell

Vice Mayor
 Alanna Mensing
Councilmembers
 Haseeb Javed
 Laura Hampton
 Darryl Moore
 Yesy Amaya
 Michael Carrera

City Clerk:
 Lana A. Conner

City Manager:
 Laszlo A. Palko

City Attorney:
 Dean Crowhurst

**MANASSAS PARK GOVERNING BODY
 Agenda Tuesday, March 7, 2023, 7:00PM
 City Hall Board Meeting Room**

Item #		Page #
1	Approval of Agenda	1-1
2	Moment of Silence / Pledge of Allegiance	
3	Public Comment Time	
4	Public Hearing	
4a	Approval of the 2022 Restated and Amended Service Agreement for the Upper Occoquan Service Authority: City Attorney	2-108
4b	Sale of 32,979 SF land, RRM Realty LLC Rt 28	109-133
5	Recognitions: None	
6	Information: None	
7	Consent Agenda	
7a	Approval of Minutes February 21 and 28, 2023	134-144
7b	CM: Capital Area Food Bank Resolution of Support	145-147
7c	PD Radios Motorola \$44,155.00	148-150
7d	Registrar: Voting Machines	151-156
7e	CM: End of COVID-19 Local Emergency Declaration	157-159
7f	CD: Upper Kent Change Order	160-165
8	Unfinished Business: None	
9	New Business	
9a	P&R: July 4th Contract Starfire Corporation	166-183
9b	FD: SAFER Grant Acceptance of Funds	184-204
9c	CM: VRE Garage Funding	205-282
10	Public Comment Time	
11	City Manager Report	
11a	FY23 Mid-year Update-Fire & Rescue James Soaper	
11b	FY23 Mid-year Update Calvin O'Dell Community Development	
12	Closed Meeting Paragraph of Va. Code § 2.2-3711A: Paragraph 3 Disposition of public property and 5 Perspective Business	
13	Return to Open Meeting & Certification	
14	Adjournment	

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Department of Community Development **AGENDA ITEM 4A**

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Public Hearing for the Approval of the 2022 Restated and Amended Service Agreement for the Upper Occoquan Service Authority

BACKGROUND: The City of Manassas Park entered into a service agreement with the City of Manassas, Prince William County, and Fairfax County to operate a regional sewage treatment plant on May 15, 1972. This agreement created the Upper Occoquan Service Authority (UOSA), which operates a regional sewage treatment plant. All the sewage generated in the City of Manassas Park is treated at the UOSA facility.

This agreement has been amended and restated from time to time; the most recent restatement was adopted in 2015. Attached is the most recent restatement of the UOSA agreement, which incorporates the 2015 restated agreement and two new amendments to be approved by the jurisdictions as part of this process.

The first amendment provides for the expansion of the UOSA sewage treatment plant to 60 million gallons per day. The City of Manassas Park does not yet require additional capacity; therefore, this amendment has no direct impact on the City of Manassas Park.

The second amendment changes how exceedances of allocated flow capacity and allocated pollutant loadings are calculated. These changes allow for more flexibility in addressing exceedances of allocated flow capacity or allocated pollutant loads before a jurisdiction is required to temporarily terminate issuance of permits that result in any increases.

FINANCIAL IMPACT: Total: \$0.00	Budgeted:	YES	NO
	Amount Budgeted:	\$0.00	
	Amount Spent:	\$0.00	
	Amount Requested:	\$0.00	
	Budget Line Item:	Not applicable	

STAFF RECOMMENDATION: That the Governing Body approve and authorize the Mayor to sign the 2022 Restated and Amended Service Agreement for the Upper Occoquan Service Authority.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	<i>Laszlo A. Palko</i> _____ Laszlo A. Palko, City Manager
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

ATTACHMENTS:

- 1) 2022 Restated and Amended Service Agreement

2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

- (i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;
- (ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

(i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;

(ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;

(iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;

(iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
City of Manassas Park	2.9137	4.8562%

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision.

Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of
 - (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

BY: _____

(SEAL)
ATTEST:

CITY OF MANASSAS

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

CITY OF MANASSAS PARK

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

(SEAL)
ATTEST:

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

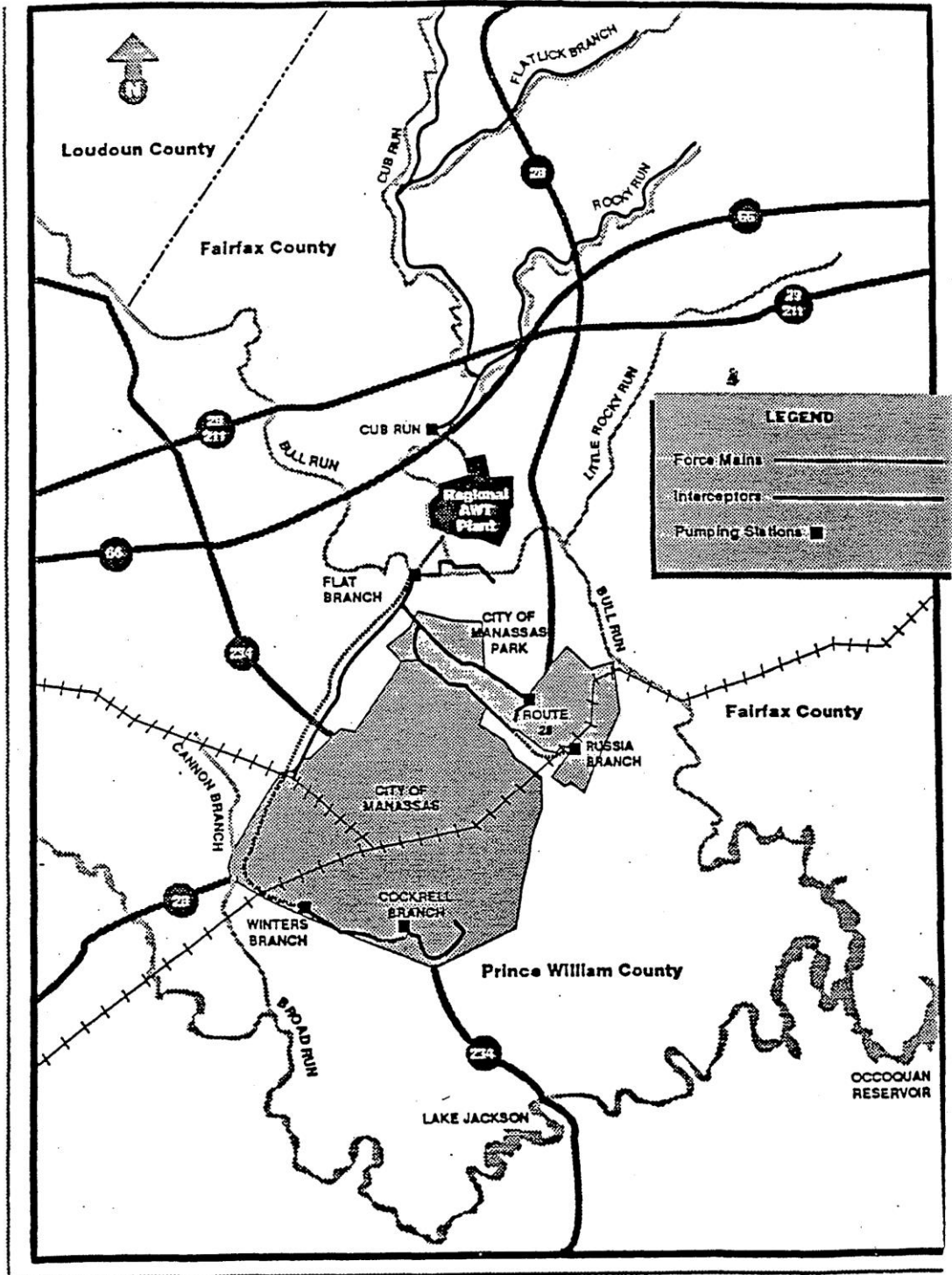
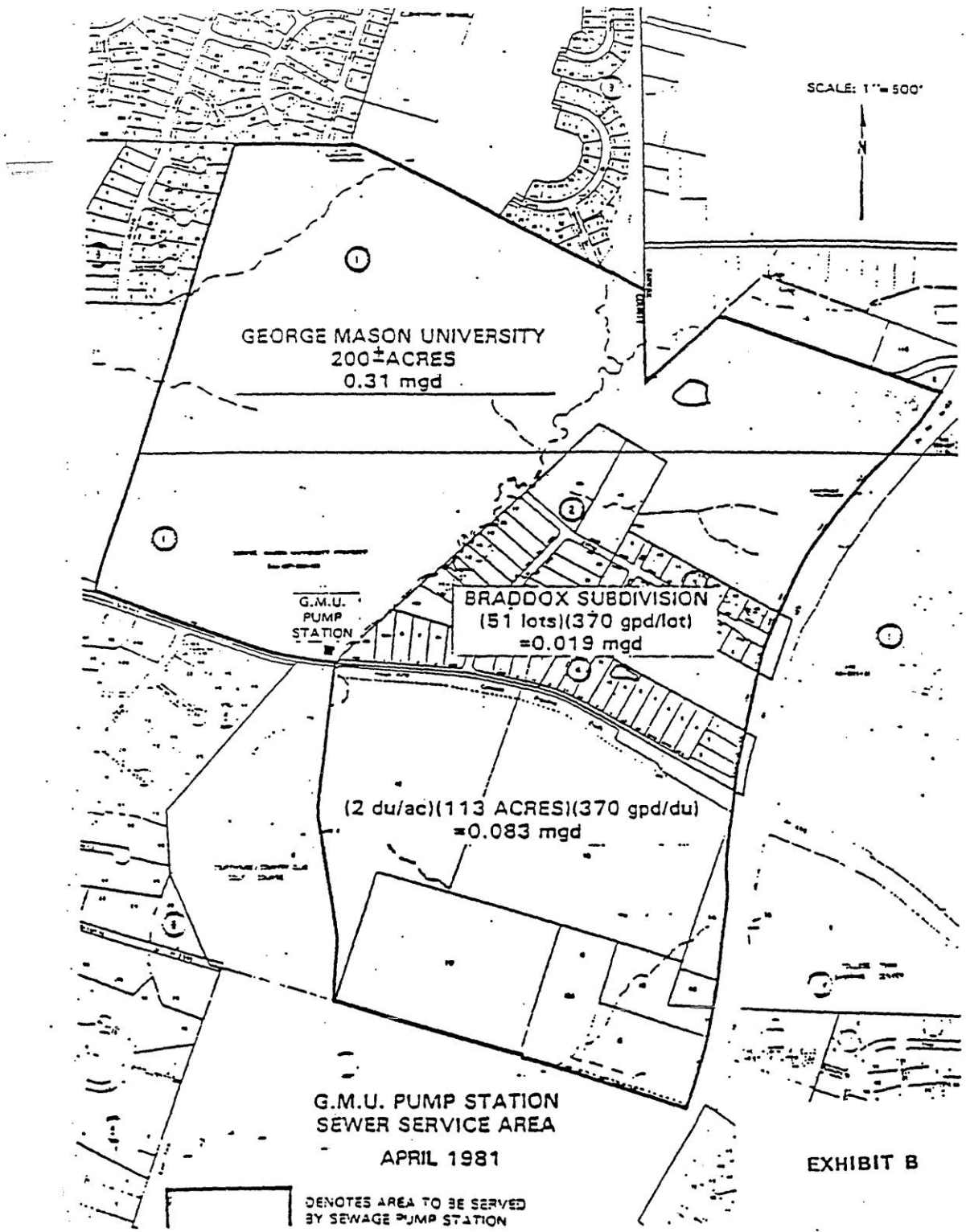


EXHIBIT A

General Location Map
UOSA Delivery System



G.M.U. PUMP STATION
SEWER SERVICE AREA
APRIL 1981

EXHIBIT B

□ DENOTES AREA TO BE SERVED
BY SEWAGE PUMP STATION



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

October 10, 2022

Mr. William Patrick Pate
City Manager
City of Manassas
9027 Center Street
Manassas, Virginia 20110

Mr. Bryan Hill
County Executive
Fairfax County
12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22035

Mr. Laszlo Palko
City Manager
City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

Mr. Elijah Johnson
County Executive
Prince William County
1 County Complex Court
Prince William, Virginia 22192

RE: UOSA Service Agreement Amendments

Gentlemen:

Enclosed is a proposed 2022 Restated and Amended Service Agreement which UOSA requests each of your jurisdictions to adopt.

The purpose of the proposed amendments to the Service Agreement is to address Jurisdictional capacity requirements and the administration of exceedances if and when they may occur. Two UOSA member Jurisdictions, Prince William County and the City of Manassas, have committed to acquiring additional capacity that will lead to an increase of total plant capacity from 54 million gallons per day to 60 million gallons per day. Additionally, the language incorporated in this document aligns the definition of an exceedance with the language in the DEQ permit and consequentially reduces the probability that unusual short-term flow or loading events from any jurisdiction would be defined as an exceedance.

Finally, the Service Agreement is being “restated” to include the 2014 Amendments previously adopted by the parties in 2015 regarding cash funding and continuing disclosures.

UOSA staff and legal counsel have worked with UOSA bond counsel as well as your staff and legal counsel for the member Jurisdictions and PWCSA to review and provide revisions to the proposed language, and we understand the proposed amendments are

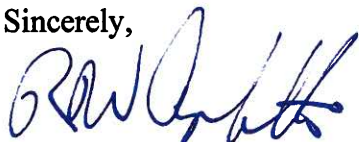
acceptable. Enclosed is a version showing the changes. The proposed amendments are shown in redline and the 2014 Amendments that were previously adopted by the parties, but not restated, are shown with yellow highlighting. Also enclosed is a clean execution copy.

At the public meeting on September 15, 2022, the UOSA Board of Directors unanimously approved the proposed 2022 Restated and Amended Service Agreement and requested that the member Political Subdivisions adopt the proposed Agreement and provide me with an executed document. Once all the members have adopted the 2022 Restated and Amended Service Agreement, I will circulate fully executed copies.

Pursuant to Virginia Code, the 2022 Restated and Amended Service Agreement can only be adopted following advertisement and a hearing pursuant to Virginia Code 15.2-5104. The Virginia Code requires advertisement of "a descriptive summary of the [Agreement] and a reference to the place within the locality where a copy of the [document] can be obtained, and a notice of the day, not less than thirty days after publication of the advertisement, on which a public hearing will be held on the [Agreement.]"

Please contact me if you have any questions or would like additional information.

Sincerely,



Robert W. Angelotti
Executive Director

Enclosures:

- (1) 2022 Restated and Amended Service Agreement with changes shown
- (2) 2022 Restated and Amended Service Agreement clean copy for execution

RWA/jm

cc:

Mr. Calvin D. Farr, Jr., PWCSA General Manager
UOSA Board of Directors
Ms. Sally Ann Hostetler, UOSA Legal Counsel

2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same; ~~as follows~~

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

[Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.](#)

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during its average flow for any three consecutive thirty-day month period, during the past 48 months has reached that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it ~~is~~ has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

(i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;

(ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;

(iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;

(iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

(a) The portion or amount of the desired deposit; and

(b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

(a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;

(b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

~~Section 5.5.~~ (b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 5.6 (a) -As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	<u>Total Capacity Allocation (mgd)*</u>	<u>Percentage of Total Capacity*</u>
<u>Fairfax County</u>	<u>27.5999</u>	<u>45.9998%</u>
<u>Prince William County</u>	<u>18.7971</u>	<u>31.3285%</u>
<u>City of Manassas</u>	<u>10.6893</u>	<u>17.8155%</u>
<u>City of Manassas Park</u>	<u>2.9137</u>	<u>4.8562%</u>

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision.

Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized

regulatory body, UOSA shall proceed to comply with such rules and regulations within a reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and

(c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and
- (2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation

bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated

as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall

be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges

for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any

lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average ~~its~~ pollutant ~~discharge exceeds~~ load discharged exceeded its allocated share of total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until ~~its~~ the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it ~~is~~ has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be

tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust

Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated

April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties

executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

BY: _____

(SEAL)
ATTEST:

CITY OF MANASSAS

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

CITY OF MANASSAS PARK

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

(SEAL)
ATTEST:

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

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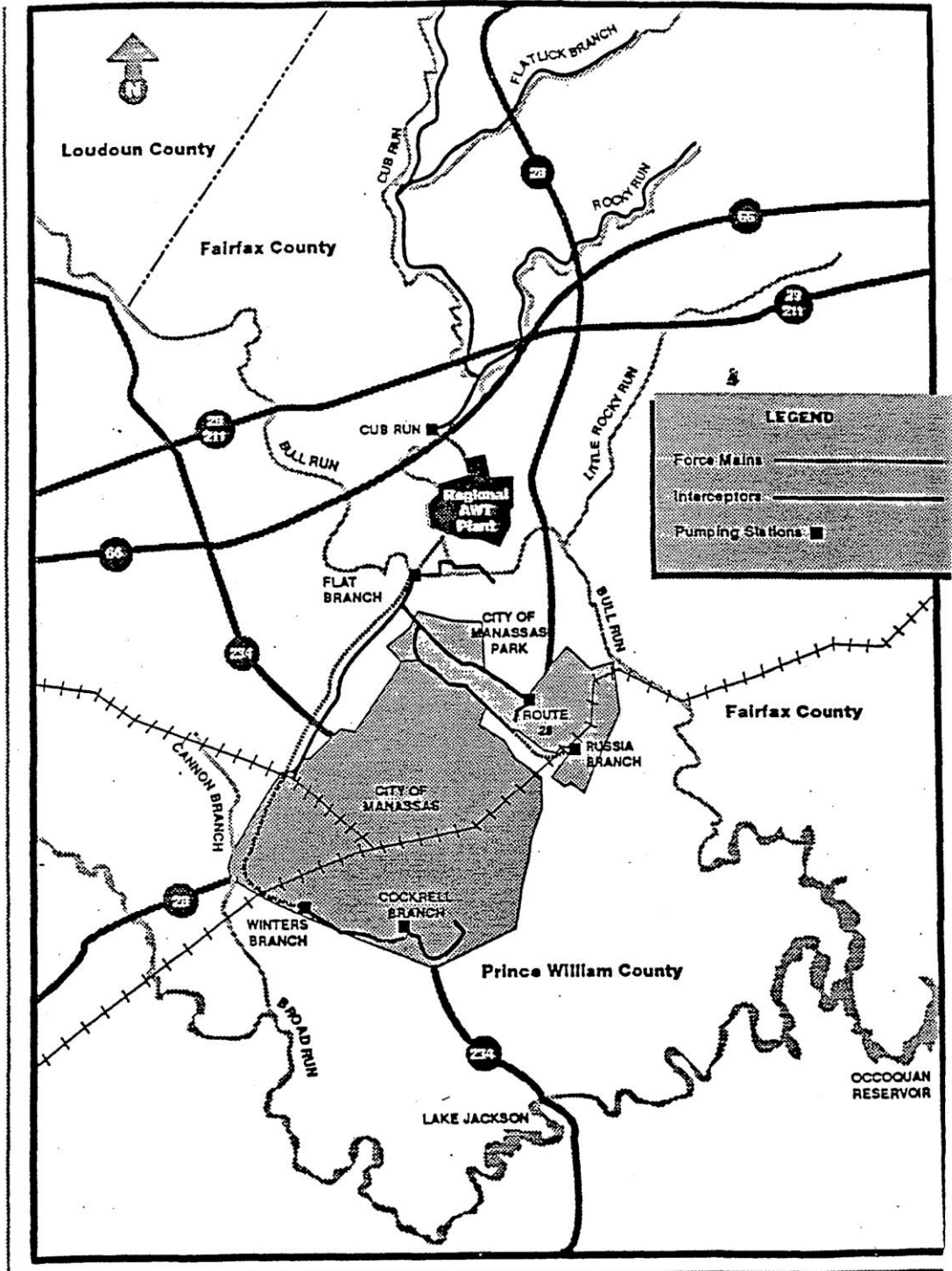
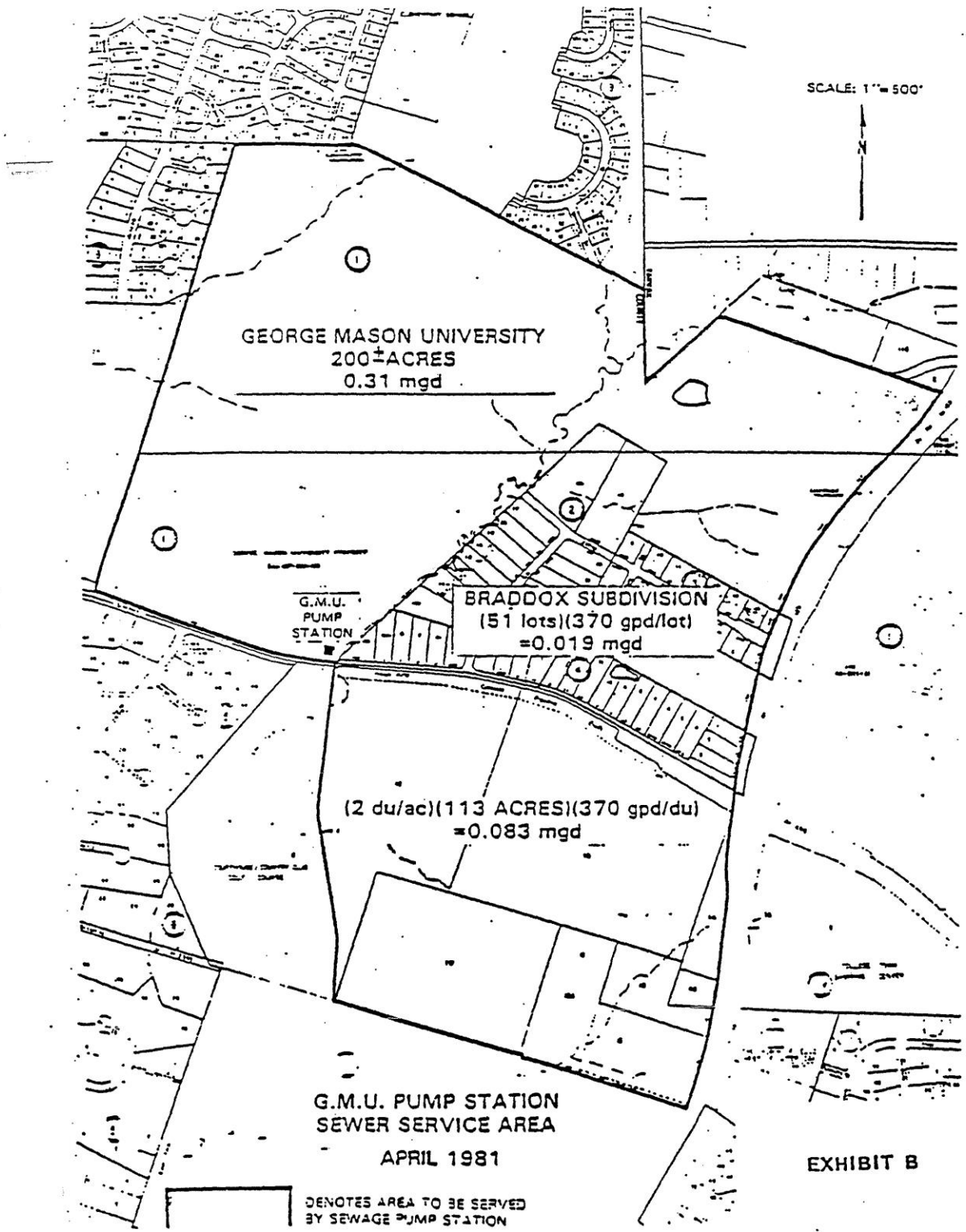


EXHIBIT A

General Location Map
UOSA Delivery System



**G.M.U. PUMP STATION
SEWER SERVICE AREA
APRIL 1981**

EXHIBIT B

□ DENOTES AREA TO BE SERVED
BY SEWAGE PUMP STATION

2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

- (i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;
- (ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

(i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;

(ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;

(iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;

(iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
Fairfax County	2.9137	4.8562%

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the

Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

BY: _____

(SEAL)
ATTEST:

CITY OF MANASSAS

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

CITY OF MANASSAS PARK

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

(SEAL)
ATTEST:

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

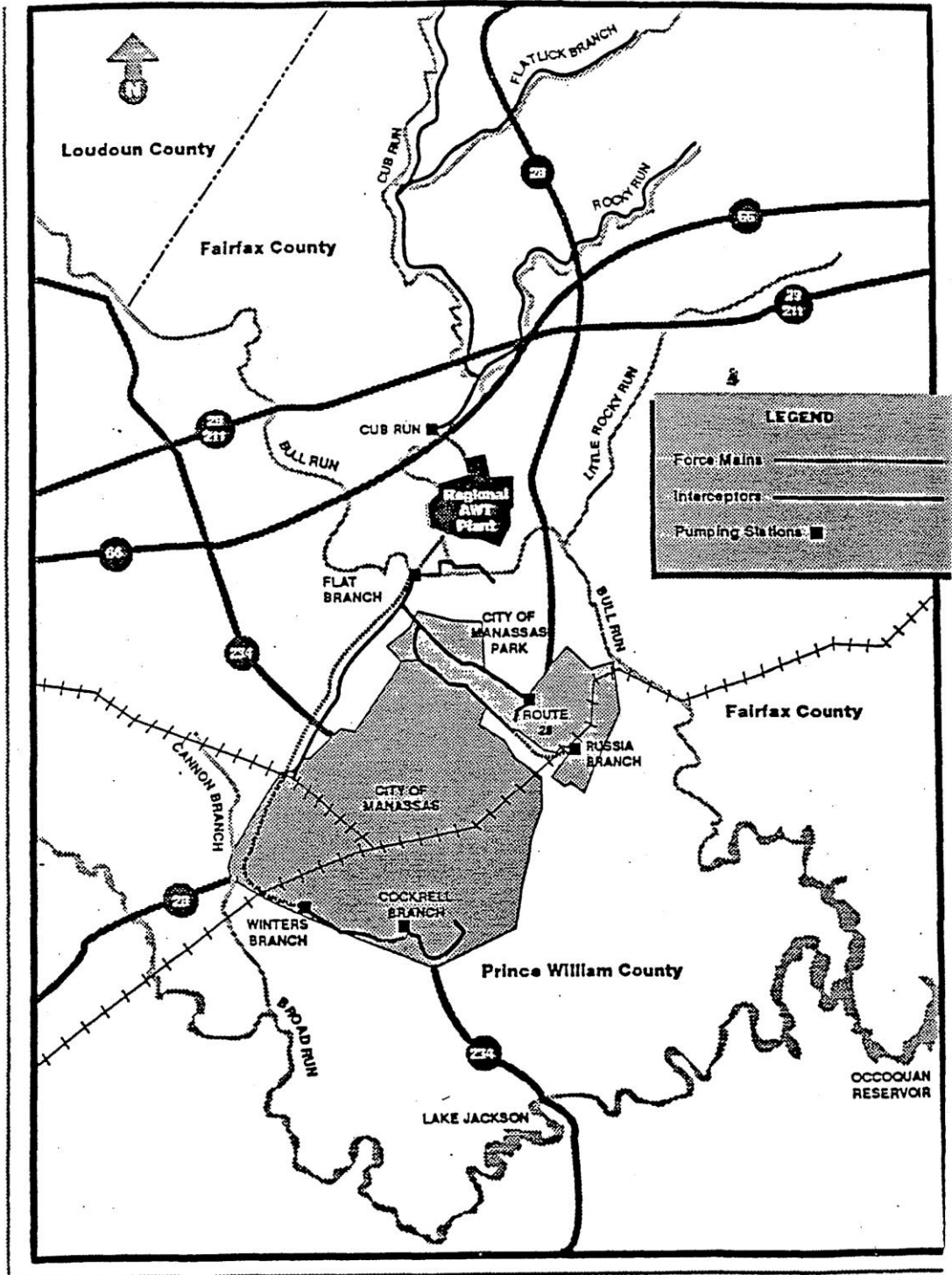
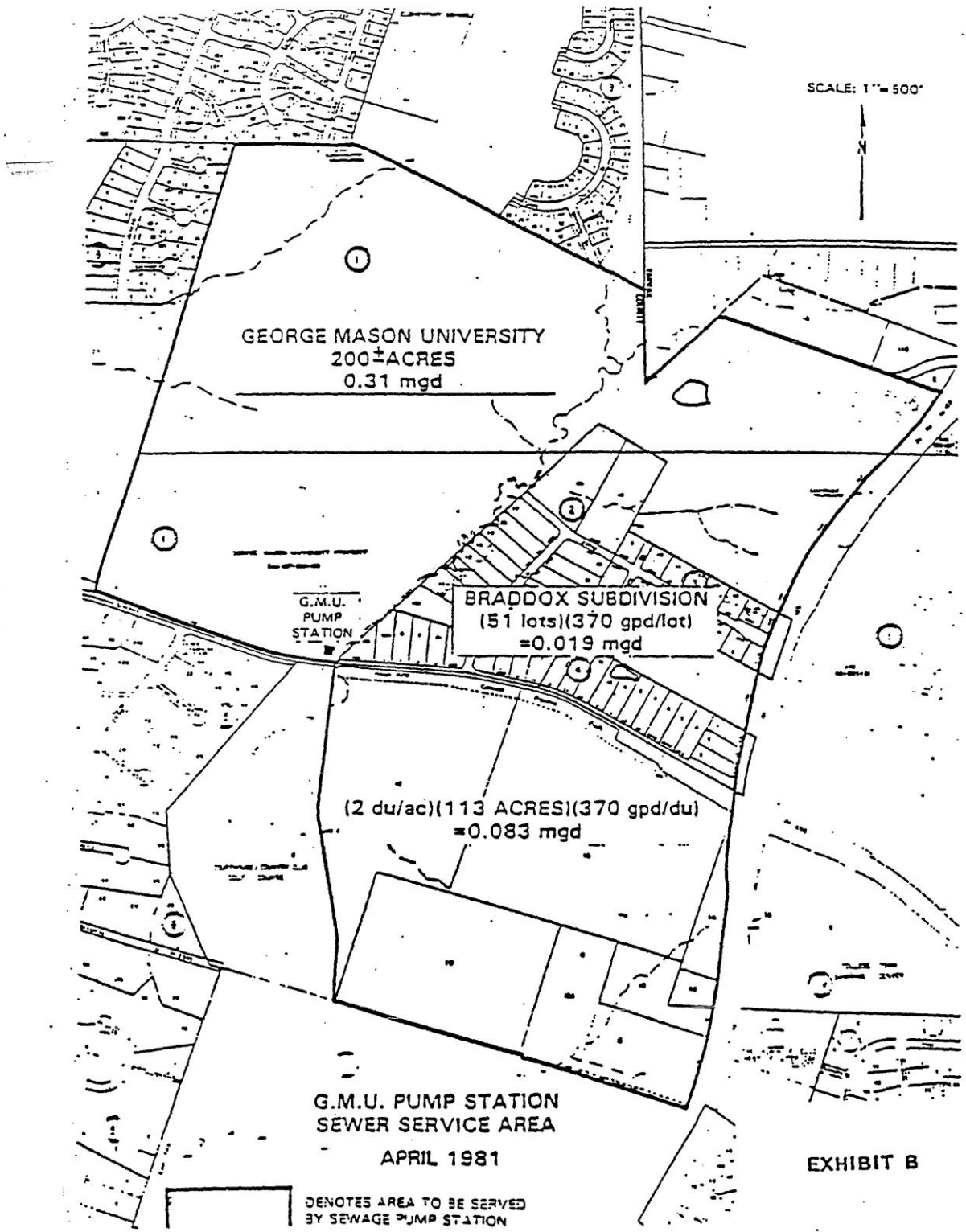


EXHIBIT A

General Location Map
UOSA Delivery System



G.M.U. PUMP STATION
SEWER SERVICE AREA
APRIL 1981

SCALE: 1" = 500'

EXHIBIT B

□ DENOTES AREA TO BE SERVED BY SEWAGE PUMP STATION

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: City Manager

MEETING DATE: March 7, 2023

Agenda item 4B

SUBJECT/TOPIC: Sale of City-owned property

BACKGROUND:

In July 2022, a boundary line adjustment between the City and Prince William County was approved by the Prince William Circuit Court that brought 11.01247 acres of land into the City, including 42,847 square feet of land north of Conner Drive between Mathis Avenue and Route 28 (the "Parcel") that was part of the land originally conveyed by the Town of Manassas Park to the Library Board of Prince William County for construction of the Central Library. Following the boundary line adjustment, the City believed that the conditions in the conveyance deed had been met for ownership of this property to revert to the City but the County disagreed, and the Parcel's status remained unsettled. After many years of discussions between the City and the County, the County recorded a deed in May 2016 that quitclaimed the Parcel to the City and leased all the County's rights, title, and interest that it might have had in the Parcel.

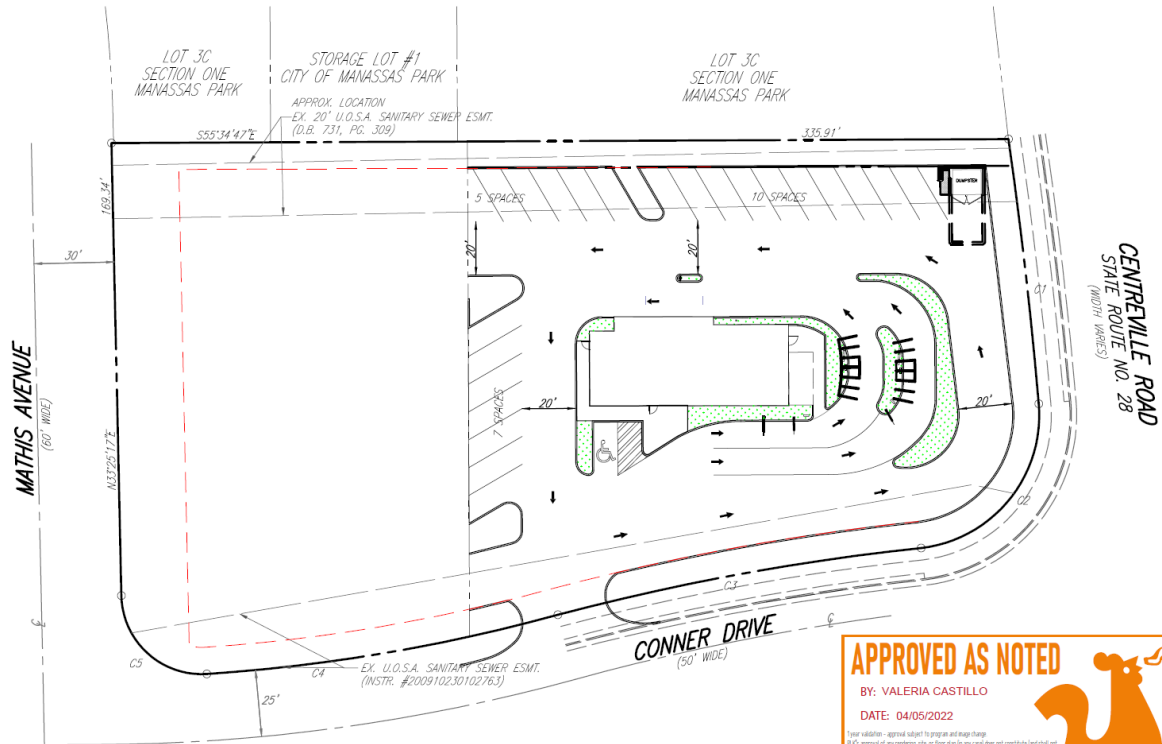
As part of efforts to bring new businesses to Manassas Park, the City recruited a franchisee of Popeyes Chicken to establish a business in both Rte. 28 (Popeyes with drive thru) and the City's downtown. The franchisee is also part owner of other businesses including restaurants and sports bar with arcades. The City is working to bring other restaurants and sports bar to Parq 170 (originally City Center) in partnership with the Popeyes Franchisee. Thus, the City has negotiated a deal to sell a portion of its Rte. 28 property to the Popeyes Franchisee at market price (\$990,596.99) to open a Popeyes, but with incentives on the sale price depending on how much square footage they lease in Parq 170.

Reduction in annual payments based on leased square footage in Parq 170*:

5,000 to 10,000 sq. ft.: \$24,762.68
10,001 to 15,000 sq. ft.: \$49,525.35
15,001 to 20,000 sq. ft.: \$74,288.03
20,001 sq. ft. or more: \$99,059.70

*Please note that there are two major reasons why incentives are needed for leasing Parq 170: 1. The space requires significantly more Tenant Improvement Capital Investments due to the construction of the building (the original developer did not design and build the property properly for restaurants), thus whoever is leasing spaces will need support to reduce costs; and 2. The previous owner pushed away the businesses who were interested in leasing in the space thus creating a black eye for the site with more than a decade of sitting vacant (any new business is now hesitant to open a business there).

Please see attached Agreement for more details. Not only will this deal bring in a national brand to our Rte. 28 commercial corridor (with estimated \$138K+ in new annual tax revenues), but will help the City fix the black eye that is the empty Parq 170.



APPROVED AS NOTED

BY: VALERIA CASTILLO

DATE: 04/05/2022

These notations - approval subject to program and design change. R.E.'s approval of any rendering, site or floor plan for any cost does not constitute (and shall not be deemed or construed to constitute) R.E.'s approval of any particular site. If you have any questions, you must obtain your written approval of R.E.'s Development Committee to develop and site. These documents are not for general or construction. They must be completed and/or modified by a licensed architect and engineer to conform to all local and applicable codes and specific site conditions. There is no warranty, whether implied or expressed, that these documents meet the applicable code requirements. Liability for the design and any use of the documents is the sole responsibility of the architect and engineer of record.

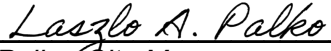

FINANCIAL IMPACT:

\$990,596.99 in sale revenue

\$138K+ in annual tax revenues from the Popeyes. More with other businesses incentivized to enter Parq 170.

STAFF RECOMMENDATION:

That the Governing Body approve and authorize the Mayor to sign the Purchase and Sale Agreement with RRM Realty LLC for the sale of .75709 acres of City owned land on Route 28, as presented and subject to final City Attorney review.

CITY MANAGER APPROVAL:	 _____ Laszlo A. Palko, City Manager
CITY ATTORNEY APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Dean H. Crowhurst

ATTACHMENTS:

1. *Agreement*

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made in duplicate and entered into this ____ day of March, 2023 (the “Effective Date”, as defined in Section 30 below), by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation (solely in its capacity as owner of the Real Property (as defined below), and under no circumstances in its capacity as a political subdivision of the Commonwealth of Virginia, the “Seller”; in its capacity as a political subdivision of the Commonwealth of Virginia, the “City”), and RRM Realty LLC, a Virginia limited liability company, (the “Purchaser”).

R-1. The Seller is the owner of certain real property situate in the City of Manassas Park, Virginia, containing 42,847 square feet (0.98363 acres) of land, more or less (the “City Property”), with tax map number 23-6-4, shown as the “QUITCLAIMED AREA” on the plat attached hereto as Exhibit A and incorporated herein by reference titled “PLAT SHOWING QUITCLAIM AREA ON THE PROPERTY OF THE THE CITY OF MANASSAS PARK, VIRGINIA INSTRUMENT #201605310040047” dated March 30, 2022, and prepared by Jeff Warner Land Surveying, Inc. of Manassas, Virginia (the “Plat”), having acquired the Property by quitclaim deed recorded as Instrument No. 201605310040047 among the land records of Prince William County, Virginia (the “Land Records”).

R-2. The Purchaser has committed to constructing a restaurant building (the “Building”) on a portion of the City Property containing 32,979 square feet (0.75709 acres) of land (the “Real Property”), as generally shown on the exhibit attached to this Agreement as Exhibit B and incorporated herein by this reference, which Building will house a Popeyes Louisiana Kitchen restaurant or similar restaurant.

R-3. The City’s Governing Body has designated a portion of the City as the City Center Redevelopment District, the boundaries of which are described in the City’s adopted Comprehensive Plan, which will serve as the City’s downtown. To date, five phases of development within the City Center Redevelopment District have been designated and are either planned for development or have been developed. The five phases are known as City Center Phase I, City Center Phase II, City Center Phase III, City Center Phase IV, and City Center Phase V.

R-4. Hasta Multifamily 1 DSR, a Delaware statutory trust authorized to transact business in the Commonwealth of Virginia (“Hasta”), is the owner of certain real property situate in the City of Manassas Park, Virginia, known as Parcel A4-3, PARK CENTER and Parcel A5-2, PARK CENTER (together, the “Hasta Property”), with tax map numbers 24-6-4 and 24-6-5, respectively, on which two four-story, mixed use buildings have been constructed, with commercial space on the first floor generally fronting Manassas Drive (the “Hasta Buildings”). The Hasta Property is located within City Center Phase I.

R-5. City Center Phase II is located across Monroe Avenue from and to the west and northwest of the Hasta Property and is comprised of Parcel 1A, Parcel 1B, and Parcel 1C, PARK CENTER; City Center Phase III is located across Manassas Drive from and to the east and northeast of the Hasta Property and is comprised of Parcel A-1, Parcel A-2, Parcel B, Parcel B-1, Parcel B-2, Parcel B-3, Lot 4-3, and Lot 5-1A, CONNER CENTER, Blooms Court, City Center Phase IV is located across Liberty Street from and to the south and southwest of the Hasta Property

and is comprised of Parcel C, containing 3.10478 acres (135,244 square feet) of land, and Lot 1, Lot 4, Lot 5, and Lot 6, PROPERTY OF THE CITY OF MANASSAS PARK, VIRGINIA; and City Center Phase V is located across Bank Street from and to the northwest of the Hasta Property and is comprised of Tract D-1, CITY OF MANASSAS PARK, VIRGINIA, containing 6.70076 acres (291,885 square feet) of land.

R-6. Mohammed Malek is a principal and the Managing Member of the Purchaser and is also the sole member and Managing Member of SoFun, LLC, a Virginia limited liability company (“SoFun”).

R-7. The City desires to assist Hasta and other owners of property within the City Center Redevelopment District in leasing commercial space therein, thereby helping to create a vibrant downtown. To that end, as part of the consideration for the Seller to sell the Property (as defined hereinafter) to the Purchaser, SoFun has agreed to lease commercial space in one or both of the Hasta Buildings as provided herein. SoFun joins in this Agreement to acknowledge its obligation to lease commercial space within the Hasta Buildings, subject to the terms, provisions, and conditions herein.

R-8. The Seller therefore desires to sell and the Purchaser desires to purchase the Property, subject to the terms, provisions, and conditions herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), cash in hand paid, the premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of Property. The Seller agrees to sell and the Purchaser agrees to purchase the Real Property and all rights appurtenant thereto, all sewer and utility rights allocated to the Real Property, all right, title, and interest of the Seller, as the owner of the Real Property, in and to any roads, streets and ways, public or private, serving the Real Property, and all right, title and interest of the Seller, as the owner of the Real Property, in and to any land lying in the bed of any street, road, avenue, lane or right-of-way in front of, adjoining, or adjacent to the Real Property (all of the foregoing, together with the Real Property, hereinafter referred to as the “Property”).

2. Purchase Price.

(a) The purchase price for the Property shall be Nine Hundred Ninety Thousand Five Hundred Ninety-Six and 99/100 Dollars (\$990,596.99) (the “Purchase Price”), which Purchase Price shall be paid by the Purchaser to the Seller in ten (10) annual installments of Ninety-Nine Thousand Fifty-Nine and 70/100 Dollars (\$99,059.70) each (each, an “Annual Installment”), commencing on the date that is five (5) years following the Closing (as defined in Section 9 below), subject to the provisions of Subsections (b) and (c) below.

(b) Commencing on the fifth (5th) anniversary of the Closing, and on each subsequent anniversary through and including the ninth (9th) anniversary of the Closing, if all available commercial space within the Hasta Buildings is leased and has continued to be leased since such fifth anniversary, then payment of the first Annual Installment by the Purchaser will be

postponed for one year. Notwithstanding the provisions of the preceding sentence, in no case shall payment of Annual Installments commence later than the tenth (10th) anniversary of the Closing. To ensure postponement of the payment of the first Annual Installment by the Purchaser as described herein, SoFun must lease any available commercial space within the Hasta Buildings through the tenth (10th) anniversary of the Closing.

(c) Once payment of Annual Installments commences, the amount of each Annual Payment will be reduced by an amount determined by how much commercial space within the Hasta Buildings SoFun is leasing as of the due date for each such Annual Installment payment, as follows:

<u>Area Leased by SoFun</u>	<u>Reduction</u>
5,000 to 10,000 sq. ft.	\$24,762.68
10,001 to 15,000 sq. ft.	\$49,525.35
15,001 to 20,000 sq. ft.	\$74,288.03
20,001 sq. ft. or more	\$99,059.70

3. Deposit. Upon execution of this Agreement, the Purchaser shall promptly deposit Twenty-Four Thousand Seven-Hundred Sixty-Four and 92/100 (\$24,764.92), in cash (the “Deposit”), into escrow with the City Treasurer. Following Closing, the Deposit will be credited towards the first Annual Installment, with the remainder, if any, applied toward subsequent Annual Installment payments until exhausted or until the final Annual Installment has been made. Upon payment of the final Annual Instalment, any portion of the Deposit remaining in escrow with the City Treasurer will be promptly refunded to the Purchaser.

4. Development Conditions. As consideration for the City agreeing to sell the Property to the Purchaser for the Purchase Price, the Purchaser and SoFun agree to the following:

(a) The Purchaser shall submit an application to rezone the Property to the B-2 general business district, together with an application for a conditional use permit that would allow a restaurant with a drive-through window (together, the “Land Use Application”), to the City’s Planning and Zoning Administrator no later than ninety (90) days following the Effective Date. The Land Use Application must include proffered conditions that (i) limit the permitted and conditional uses on the Property to those shown on the list attached hereto as Exhibit C and incorporated herein by reference, and (ii) include elevations and colored renderings of the Building.

(b) The Purchaser shall request, in writing, the concurrent processing of a site plan in accordance with City Code §§ 31-54.1(h) and 31-55(a)(6), specifically acknowledging that (i) the approval of such concurrent processing by the Planning and Zoning Administrator or her designee will in no way affect the outcome of the Land Use Application, (ii) the Purchaser assumes the risk that the Land Use Application might be denied, and (iii) all costs related to the submission of such site plan are the Purchaser’s sole responsibility.

(c) The Purchaser or any subsequent fee simple title owner of all or any applicable portion of the Property (an “Owner”) shall develop the Property in accordance with this Agreement, the City’s Zoning Ordinance (City Code Chapter 31), the approved Land Use

Application, and the City's Public Facility Manual. All work, materials, and improvements done or to be installed or furnished by the Purchaser or an Owner pursuant to this Agreement shall be done and completed by the Purchaser or the Owner in a good and workmanlike manner in accordance with the rules, regulations, laws, and ordinances of the applicable governmental authorities. If the Purchaser sells the Property prior to the final Annual Installment payment, the remaining balance of the Purchase Price must be promptly paid to the Seller, such payment to occur no later than the closing for such sale.

(d) The Purchaser and any Owner shall grant to the City the right to make repairs and maintenance to the Property, including the exterior of the Building, if the Purchaser, an Owner, or any tenant on the Property fails to do so, with the cost of such maintenance or repair to be reimbursed to the City promptly upon demand.

(e) During the first ten (10) years following Closing, if an Entertainment Business anchor is in operation within City Center Phase III or City Center Phase V, SoFun shall, no later than one (1) year following the date that at least five thousand (5,000) square feet or more of the commercial space in the Hasta Buildings becomes available to lease, lease such space from Hasta or its successor or assign for a period of not less than five (5) years.

(f) The terms of this Section 4 shall survive Closing and the recordation of the Deed (as defined in Subsection 5(a) below).

5. Title.

(a) Title to the Property shall be conveyed to the Purchaser at Closing in good, marketable, and indefeasible fee simple by Special Warranty Deed (the "Deed"), free and clear of any and all liens, claims, encumbrances, mortgages, deeds of trust, and security interests but subject to those encumbrances and easements now of record.

(b) The Purchaser shall obtain a Commitment for Title Insurance (the "Title Commitment"), committing to insure upon the payment of a requisite premium at standard rates that the Purchaser shall own good and indefeasible fee simple title to the Property free and clear of all liens, subject only to those exceptions revealed in the Title Commitment. The Purchaser shall promptly forward a complete copy of the Title Commitment to the Seller. The Purchaser, at its sole cost and expense, may also cause a current ALTA-ACSM Urban survey of the Property (the "Survey") to be prepared by a surveyor acceptable to the Purchaser, including a certification addressed to the Purchaser in a form acceptable to the Purchaser and the Purchaser's title company (the "Title Company"). The Purchaser shall have until the expiration of the Study Period within which to object, by written notice to the Seller, to any exceptions to title set forth in the Title Commitment. Such objections shall be within the Purchaser's sole discretion. If the Purchaser fails to object to any such item by written notice to the Seller prior to the expiration of the Study Period, the Purchaser shall be deemed to have approved such item. If the Purchaser objects to any such item by timely written notice to the Seller, the Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Purchaser's objections to such item within thirty (30) days after receiving such notice. In the event the Seller is unable to or elects not to cure any one or more of the Purchaser's objections, the Seller may notify the Purchaser in writing of such election and request that the Purchaser waive the Purchaser's right to terminate this Agreement

due to such objection(s). If the Purchaser does not terminate this Agreement within thirty (30) days after receiving such notice from the Seller, the Purchaser shall be deemed to have waived its right to terminate this Agreement due to such objections. If the Seller fails to respond to the Purchaser's objections within thirty (30) days after receiving notice of such objections from the Purchaser, the Seller shall be deemed to elect to cure such objections and this Agreement shall continue in full force and effect.

(c) Notwithstanding anything to the contrary herein, at or prior to Closing, the Seller shall remove or cause to be released all monetary liens and security interests (including any and all deeds of trust, mortgages, tax liens, mechanic's liens, judgment liens) of record and encumbering the Property, and the Title Company is authorized at Closing to use any portion of the Deposit to satisfy and remove any such monetary lien(s) and security interest(s). In addition, the Seller shall not further encumber the Property after the Effective Date of this Agreement. "Permitted Exceptions", as the term is used in this Agreement, means exceptions set forth on Schedule B-Section 2 of the Title Commitment approved by the Purchaser pursuant to this Section and real estate taxes not yet due and payable.

6. Seller's Representations and Warranties. The Seller makes the following representations and warranties as of the date hereof:

(a) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein and to consummate the transaction contemplated hereby.

(b) All requisite action has been taken by the Seller in connection with the Seller's execution and performance of this Agreement.

(c) To the Seller's knowledge, there are no pending or threatened actions, suits, arbitrations, claims, or proceedings, at law, in equity, or otherwise, affecting all or any portion of the Property or in which the Seller is a party by reason of the Seller's ownership of the Property. No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of the Seller's knowledge, threatened against the Seller, and the Seller has no intention of filing or commencing any such action or proceeding.

(d) Except as otherwise set forth in this Agreement or recorded among the Land Records, the Seller has not entered into any agreements affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations that will affect the Property or any portion thereof subsequent to the recordation of the Deed.

(e) To the Seller's knowledge, all documents delivered by the Seller to the Purchaser pursuant to this Agreement are true, correct, and complete copies of originals.

(f) There are no maintenance contracts, service contracts, leases, or any other contracts affecting or relating to the Property that will survive Closing.

(g) There are not any rights of first offer or refusal or options to purchase the Property or any portion thereof.

(h) To the best of the Seller's knowledge, but without investigation, there has been no spill, discharge, filtration, release, or seepage of oil, petroleum, or chemical liquids or solids, liquid, or gaseous products or any hazardous waste or hazardous substance (as those terms are used in the hazardous waste laws, as such laws may be amended from time to time) on the Property, nor are there any underground storage tanks, at, upon, under, or within the Property, and there are no pending environmental claims, government notices, or experts' reports indicating environmental law violations on the Property.

(i) The Seller owns marketable fee simple title to the Property.

(j) The Seller is not a foreign person (as the term is defined in Section 1445 of the Internal Revenue Code, as amended).

(k) Other than as expressly set forth in this Agreement, recorded among the Land Records, or required by law, there are no commitments to any other governmental authority, school board, church, or other religious body, or any other organization, group, or individual relating to the Property that would impose any obligations upon the Purchaser to make any contributions of money or land or to install or maintain any improvements, or that would interfere with the Purchaser's ability to use, develop, or improve the Property as herein contemplated, and there are no special understandings or agreements, whether oral or written, between the Seller, or any predecessor in title, and any jurisdictional authority, whether contained in ordinances, agreements, or otherwise, limiting or defining the use and development of the Property, the construction of improvements thereon, the availability to the Property of public improvements and municipal services, any requirement to share in the cost thereof by recapture, contribution, special assessment, or otherwise, or any requirement to contribute in land or cash to any school, library, park, or other sort of municipal or governmental district or body in connection with the development of the Property.

(l) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and documents and instruments referenced herein will result in the material breach of any terms, conditions, or provisions of, or constitute a material default under, any bond, note, or other evidence of indebtedness, or any indenture, mortgage, deed of trust, lease, contract, or similar agreement to which the Seller is a party and affecting the Property.

7. Study Period.

(a) The Purchaser and its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right until 5:00 p.m. Eastern Time on the date that is sixty (60) days following the Effective Date (the "Study Period") to enter the Property to make studies, tests, analyses, or other determinations desired by the Purchaser, including soil borings, drainage studies, surveying, soil testing and the like. The Purchaser shall reasonably restore the Property if it is changed as a result of the exercise of any of the rights granted herein. The Purchaser may elect, at its sole discretion, during the Study Period, to terminate this Agreement for any reason (or for no reason whatsoever), in which event the Deposit shall be returned to the Purchaser and the Parties shall have no further obligations to each other in connection with this Agreement. If the

Purchaser does not so terminate this Agreement prior to the expiration of the Study Period, or if the Purchaser fails or refuses to diligently pursue completion of its Conditions to Closing, as set forth in Section 8 below, the Deposit shall become non-refundable, except in the case of the Seller's failure or refusal to complete its Conditions to Closing, as also set forth in Section 8 below, and thereafter, the Purchaser shall have the right, from time to time, to enter upon the Property for the purpose of making any further inspection, investigations, studies or tests which are reasonably deemed necessary or appropriate by the Purchaser, including, without limitation environmental, soils, surveys and related tests. The Purchaser shall be deemed to have elected to terminate this Agreement by providing written notice delivered to the Seller prior to the expiration of the Study Period notifying the Seller that the Purchaser is terminating this Agreement. In the absence of such notice, this Agreement shall remain in full force and effect.

(b) Within twenty (20) business days following the Effective Date of this Agreement, the Seller shall deliver to the Purchaser copies of any and all site plans, building plans, lease agreements, title reports, surveys, environmental reports, soil studies, archeological studies, geotechnical reports, zoning opinions or letters and other tests, studies and documents pertaining to the Property as are in the Seller's possession or control. The Seller will cooperate with the Purchaser in updating any studies, reports or tests.

8. Conditions to Closing.

(a) Closing on the Property and the Purchaser's obligations with respect to the transaction contemplated by this Agreement are subject to, and conditioned upon, the satisfaction of the following conditions, and the obligations of the parties with respect to such conditions:

(1) The Land Use Application shall have been approved by the Seller's governing body.

(2) At Closing there shall be no reclassification, rezoning, or other statute, law, judicial or administrative decision, ordinance, or regulation (including amendments and modifications of any of the foregoing), other than the Land Use Application, by any governmental authority or any public or private utility having jurisdiction over the Property that would adversely affect, in the Purchaser's reasonable judgment, the acquisition, development, sale, or use of the Property.

(3) The Seller's representations and warranties set forth in this Agreement shall be true and correct as of Closing.

(4) There shall have been no material adverse change in the condition of the Property.

(5) The Seller shall have duly performed each and every agreement and covenant to be performed in all material respects by the Seller hereunder.

(6) The Seller shall have delivered all of the items required to be delivered by the Seller under the terms of this Agreement.

(7) The Title Company shall deliver to the Purchaser at Closing, or be irrevocably committed to issue at Closing subject only to payment of the title premium at standard rates and consummation of Closing hereunder, an ALTA Owner's Policy of title insurance, with extended coverage (*i.e.*, with ALTA General Exceptions 1 through 5 deleted), issued by the Title Company as of the date and time of the recording of the Deed, in the amount of the Purchase Price, containing the Purchaser's endorsements attached to the Title Commitment, insuring Purchaser as owner of good, marketable, and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions (the "Title Policy").

(8) The Property shall be free and clear of all leases, tenants, and occupancies.

(9) Sewer and water shall be immediately available at the boundaries of the Property or within recorded easements serving the Property.

The conditions set forth in this Subsection 8(a) are solely for the benefit of the Purchaser and may be waived only by the Purchaser. The Purchaser shall at all times have the right to waive any condition (or any portion of any condition). Such waiver or waivers shall be in writing. Neither the Seller nor the Purchaser shall act or fail to act for the purpose of permitting or causing any condition to fail. In the event any of the conditions set forth in this Subsection 8(a) are not timely satisfied or waived in writing by the Purchaser on or before the Closing Date (as defined in Section 9 below), then (i) the Purchaser may extend the Closing Date until the conditions set forth in this Subsection 8(a) are satisfied, such extension not to exceed twelve (12) months, (ii) the Purchaser may waive the unsatisfied condition(s) and proceed with Closing, or (iii) the Purchaser may terminate this Agreement, in which case the rights and obligations of the Purchaser and the Seller shall terminate, except as otherwise provided herein, and the Deposit shall be promptly returned to the Purchaser.

(b) The terms of this Section 8 shall survive Closing and the recordation of the Deed.

9. Closing. The consummation of the contemplated transactions (the "Closing") shall be held at the offices of a law firm and/or title company or title agent located within Northern Virginia, as chosen by the Purchaser, and shall occur on or before the date (the "Closing Date") that is sixty (60) days following approval by City of Manassas Park officials of a final site plan (the "Site Plan") for the Property; provided, however, that Closing shall occur no later than two (2) years after the Effective Date if all other conditions to Closing have been satisfied or waived as set forth in this Agreement. At Closing, (i) the Seller shall deliver, or cause to be delivered through the Title Company, to the Purchaser, its designee(s) or assignee(s) in accordance with the terms hereof, in a form and substance satisfactory to the Purchaser's counsel, a recordable Deed, conveying the Property in fee simple to the Purchaser, together with all other documents, affidavits and instruments necessary or appropriate in the reasonable opinion of the Purchaser's counsel to transfer and convey the Property and all interest therein to the Purchaser in accordance with this Agreement and as may be required by the title insurer; and (ii) the Purchaser shall deliver, or cause to be delivered through the Title Company, to the Seller, its agent(s), officer(s) or employee(s), the Purchase Price, and provide all documents, affidavits and instruments necessary or appropriate in the reasonable opinion of the Seller's counsel to transfer and convey the Property and all interest

therein to the Purchaser in accordance with this Agreement and as may be required by the title insurer. The Seller shall pay the cost of preparing the Deed, the Grantors Tax, and the Seller's attorneys' fees. Examination of title, conveyancing, notary fees, the Purchaser's attorneys' fees, and all recording charges and settlement costs shall be at the sole cost of the Purchaser.

10. Risk of Loss. Risk of loss or damage to the Property by fire or other casualty until the Deed is delivered to the Purchaser is assumed by the Seller.

11. Remedies. If the Seller fails to perform or breaches any of its representations, warranties, obligations, or covenants to be performed by the Seller under this Agreement, or the Seller misrepresents any fact or circumstance, the Purchaser shall be entitled (a) to enforce specific performance of this Agreement, or (b) terminate this Agreement, in which event, the Deposit, at the Purchaser's request, shall be promptly returned to the Purchaser. The Purchaser waives all other remedies. If the Purchaser defaults in its performance of any term, covenant, condition, or obligation under this Agreement, the Seller shall be entitled to retain ownership of the Property and receive as complete liquidated damages copies of any and all engineering studies, environmental studies, and similar material owned by the Purchaser and/or prepared by the Purchaser or its agents or employees during the Study Period and thereafter, together with the Deposit if such default occurs following the expiration of the Study Period. The Seller waives all other remedies. A failure by either party to perform any act required by it under this Agreement, other than the requirement to close if all conditions have been met, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged failure, and such failure has not been cured within five (5) days of receipt of such notice.

12. Possession. The Seller agrees to give possession and occupancy at the time of Closing.

13. Reimbursement for Lost Tax Revenue.

(a) The Seller is selling the Property to the Purchaser with the understanding that the Purchaser will promptly construct the Building and related improvements (such as parking, landscaping, etc.) thereon and operate a Popeyes Louisiana Kitchen restaurant or similar restaurant in the Building in conformance with the requirements of the approved rezoning, including proffers, the City's Zoning Ordinance (City Code Chapter 31), and any and all other federal, state, and local applicable laws and regulations, including those of the Four Corners Redevelopment District, as set forth in the City's approved Comprehensive Plan, and the City's Public Facilities Manual.

(b) On the earlier to occur of (i) the date that is two (2) years following approval of the necessary site plan and building plan, or (ii) the date that is three (3) years following the Closing (the "Lost Tax Payment Date"), if the Purchaser has not completed construction of the Building on the Property and commenced operating the Building as a Popeyes Louisiana Kitchen restaurant or similar restaurant, the Purchaser shall pay to the City an amount equal to what the City would otherwise have been expected to receive in tax revenues for one year had the Building been constructed and in operation as a Popeyes Louisiana Kitchen restaurant or similar restaurant (the "Lost Tax Payment"). Thereafter, the Purchaser shall pay the Lost Tax Payment to the City at each anniversary of the Lost Tax Payment Date until the Purchaser has completed construction

of the Building on the Property and has commenced operating the Building as a Popeyes Louisiana Kitchen restaurant or similar restaurant, at which time the Lost Tax Payment will be prorated to the date of such completion of construction and commencement of operations.

(c) The initial amount of the annual Lost Tax Payment shall be One Hundred Thirty-Eight Thousand Eight Hundred Sixty-Three and 66/100 Dollars (\$138,863.66), which amount shall thereafter increase annually by a 3% escalator, effective on each anniversary of the Lost Tax Payment Date.

(d) For purposes of this Agreement:

i. “Completion of construction” and “constructed” each mean that construction of the Building on the Property has been completed in accordance with the approved building plans and specifications for the Building and the approved site plan for the Property and the City has issued a certificate of occupancy for a Popeyes Louisiana Kitchen restaurant or similar restaurant.

ii. “Commenced operating”, “commencement of operations” and “in operation” each mean that the Popeyes Louisiana Kitchen restaurant or similar restaurant in the Building has passed an inspection by the Prince William Health District and such restaurant is The terms of this Section 13 shall survive Closing and the recordation of the Deed.

14. Covenants. The Seller and the Purchaser agree and covenant as follows:

(a) The Seller shall (i) not commit or knowingly permit to be committed any waste to the Property, (ii) not enter into or modify any lease, occupancy agreement or service contract binding upon the Purchaser or the Property, without the prior written consent of the Purchaser, (iii) except as contemplated by this Agreement, not enter into any agreement or instrument which would constitute an encumbrance on the Property or which would bind the Purchaser or the Property, without the prior written consent of the Purchaser, (iv) not make or knowingly permit to be made any material alterations to the Property, without the prior written consent of the Purchaser, (v) keep all monetary liens on the Property current and not in default, and (vi) not market the Property or enter into any other agreement to sell or convey an interest in the Property.

(b) The Seller shall not undertake to modify the zoning classification of the Property without the prior written consent of the Purchaser.

(c) Upon the Seller’s receipt of actual knowledge thereof, the Seller shall promptly notify the Purchaser of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of the Seller to the Purchaser under this Agreement materially untrue and of any covenant of the Seller under this Agreement which the Seller will be incapable of performing.

(d) The Seller shall cooperate with the Purchaser in a reasonable manner to facilitate development of and construction on the Property in the most efficient and expeditious and cost-effective manner.

(e) The Seller shall allow the Purchaser (and its authorized successors and assigns) the right to use, maintain, and improve and/or expand, if necessary to support the development contemplated by this Agreement and shown on the Master Plan, all storm water management facilities serving the Property that are owned by the Seller, in their current location and without additional acquisition of land by the Seller. Notwithstanding the preceding sentence, if such storm water management facilities will not support such contemplated development, the Purchaser shall provide additional storm water management facilities on-site as required by federal, state, and/or City laws and regulations. In connection with any improvement or expansion of the Seller's storm water facilities, the Seller, at no cost to the Seller, shall cooperate with and assist the Purchaser in such improvement and expansion, including executing and delivering such additional documents to implement such improvement or expansion of the Seller's storm water facilities as may be reasonably required.

15. Marketing Property. After the Effective Date of this Agreement, and thereafter during the term of this Agreement, the Purchaser shall have the right to market the Property and any improvements that the Purchaser will construct thereon, which marketing may include, but shall not necessarily be limited to, the placing of the Purchaser's or its agent's marketing signage on the Property at the Purchaser's risk in a location reasonably approved by the Seller and in compliance with applicable laws and ordinances.

16. Notice. Whenever notice is to be given under the terms of this Agreement, such notice shall be hand delivered or sent via electronic mail, facsimile, overnight mail, or certified U.S. mail. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via electronic mail or facsimile, (iii) the following day if sent by overnight mail, or (iv) three (3) days following the date of the postmark on the envelope if sent using certified U.S. mail. Notice is to be given as follows:

To Seller: Laszlo Palko, City Manager
City of Manassas Park
100 Park Central Plaza
Manassas Park, VA 20111
Fax No.: 703-335-0053
Email: l.palko@manassasparkva.gov

With copy to: Dean Crowhurst, City Attorney
City of Manassas Park
100 Park Central Plaza
Manassas Park, VA 20111
Fax No.: 703-335-0053
Email: dcrowhurst@dhcpllc.com

To Purchaser: Mohammed Malek
Managing Member
43352 Vestals Place
Leesburg, VA 20176
Email: mbm321@gmail.com

To SoFun: Mohammed Malek
Managing Member
43352 Vestals Place
Leesburg, VA 20176
Email: mbm321@gmail.com

17. Attorney's Fees. If the Purchaser or the Seller commences, engages in, or threatens to commence or engage in, any legal action against the other party (including, but without limitation, litigation or arbitration) arising out of or in connection with this Agreement or the Property, including, but without limitation (i) the enforcement or interpretation of either party's rights or obligations under this Agreement (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to all reasonable expenses incurred as a result of such action, including but not limited to reasonable attorneys' fees, expert fees, professional fees, and related costs and expenses, said amounts to be promptly paid to the prevailing party. For the purposes of this Section, the term "prevailing party" shall mean the party which obtains a final judgment (beyond any possibility of appeal) as determined by the court in the legal action.

18. Condemnation. In the event the Seller receives notice of any condemnation proceedings or notice of the intention of any governmental or quasi-governmental authority to initiate condemnation proceedings, or if any such proceedings commence, or an actual condemnation or taking of the Property or any portion thereof occurs, the Seller will promptly notify the Purchaser and the Purchaser shall, within twenty (20) days thereafter, either (i) elect to terminate this Agreement, in which event, the Deposit shall be returned to the Purchaser and the parties shall be relieved of all further liability hereunder; or (ii) if the Purchaser does not elect to terminate this Agreement, the Purchase Price shall be calculated as if the condemnation had not occurred and the condemnation award as well as any unpaid claims or rights in connection with such condemnation shall be assigned to the Purchaser at Closing, or, if paid to the Seller prior to Closing, shall be credited at Closing against the Purchase Price. In the event the Purchaser does not terminate this Agreement as aforesaid, the Purchaser shall have the right to negotiate with the condemning authority, and the Seller shall neither negotiate nor compromise with such authority without the Purchaser's prior written consent.

19. Survival of Representations and Warranties. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties hereto, pertaining to a period of time following the closing of the transaction contemplated herein shall survive delivery and recordation of the Deed and the transfer and conveyance of the Property to the Purchaser for a period of one (1) year or as otherwise set forth herein.

20. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. **Authority.** Each party hereto warrants for itself that the person(s) executing and delivering this Agreement on such party's behalf is duly authorized to so act.

22. **Joint Venture.** This Agreement shall not constitute a joint venture as between the parties hereto.

23. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. At its election, the Purchaser may assign its rights and delegate its obligations, as both are set forth in this Agreement, to a parent company, sister company, or wholly-owned subsidiary; provided, however, that such assignment shall not be valid until such assignee has executed a document in a form acceptable to the City in which it acknowledges that (i) it shall thereafter be fully responsible for all of the Purchaser's obligations and responsibilities as provided herein, and (ii) the Property shall be subject to the Reimbursement for Lost Tax Revenue set forth in Section 13 above.

24. **Entire Agreement; Time of the Essence.** This Agreement and the exhibit(s) attached hereto and incorporated herein constitute the entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. The Purchaser and its agents, and the Seller and its agents, shall not be bound by any terms, conditions statements, warranties, or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is ought to be enforced. **Time is of the essence** in the performance of all obligations set forth herein. However, if the final date of any period that is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the Commonwealth of Virginia, then, and in such event, such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

25. **Jurisdiction and Venue.** 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, without regard to its conflict of law provisions. 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.

26. **Brokers.** The parties hereto acknowledge that HGIS, LLC has represented the Seller and the Purchaser in this transaction and will be paid a commission by the Purchaser pursuant to separate agreement. No commission or fee shall be paid to HGIS, LLC by the Seller. The parties hereto warrant that no other broker or agent is entitled to any commission or fee in connection with the transaction contemplated by this Agreement.

27. **Permitted Exceptions.** It is understood that the Property is to be conveyed subject to any and all covenants, easements, restrictions, and other encumbrances now thereon, and in accordance with Section 5 above.

28. City Authority Not Relinquished. Nothing contained in this Agreement shall be construed to require the City or any of its elected or appointed bodies (*e.g.*, the Governing Body, the City's Planning Commission, etc.), agents, officers, or employees to relinquish any legislative or local government authority or rights, or to require or obligate the City or any of its elected or appointed bodies, agents, officers, or employees, to vote for or otherwise take or approve any governmental action.

29. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

30. Effective Date. This Agreement shall be effective as of the last date upon which the parties hereto have executed this Agreement, as demonstrated by the date beside the signatures on the signature page ("Effective Date").

31. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall be for all purposes considered an original of this Agreement.

32. Construction of Agreement. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

33. Waiver of Breach. The failure of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

34. No Recordation. The parties hereto acknowledge and accept that this Agreement shall not be recorded among the Land Records by either party without the prior written consent of the other party.

{Signature pages follow}

WITNESS the following signatures and seals:

SELLER:

CITY OF MANASSAS PARK,
a Virginia municipal corporation

Date

By: _____
Jeanette Rishell, Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to wit:

The foregoing instrument was acknowledged before me this ____ day of March, 2023, by
Jeanette Rishell, Mayor of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney

PURCHASER:

RRM REALTY LLC,
a Virginia limited liability company

Date

By: _____
Name: Mohammed Malek
Title: Managing Member

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of March, 2023, by Mohammed Malek as Managing Member of RRM Realty LLC, a Virginia limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

SOFUN:

SOFUN, LLC,
a Virginia limited liability company

Date

By: _____
Name: Mohammed Malek
Title: Managing Member

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of March, 2023, by Mohammed Malek as Managing Member of SoFun, LLC, a Virginia limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

EXHIBIT A

THE PLAT

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	1848.36'	106.07'	53.05'	106.05'	S27°09'23"W	03°17'16"
2	50.00'	10.39'	5.21'	10.37'	N67°15'56"W	11°54'32"
3	903.96'	138.51'	69.39'	138.37'	N65°06'42"W	08°46'44"
4	663.36'	133.53'	66.99'	133.30'	N64°15'03"W	11°31'58"
5	30.00'	48.46'	31.36'	43.36'	N12°13'22"W	92°32'40"



N/F COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY, VIRGINIA DEED BOOK 530 PAGE 33

CITY OF MANASSAS PARK PRINCE WILLIAM COUNTY LINE

MANASSAS PARK LOT 3C SECTION ONE DB. 2769 PG. 554

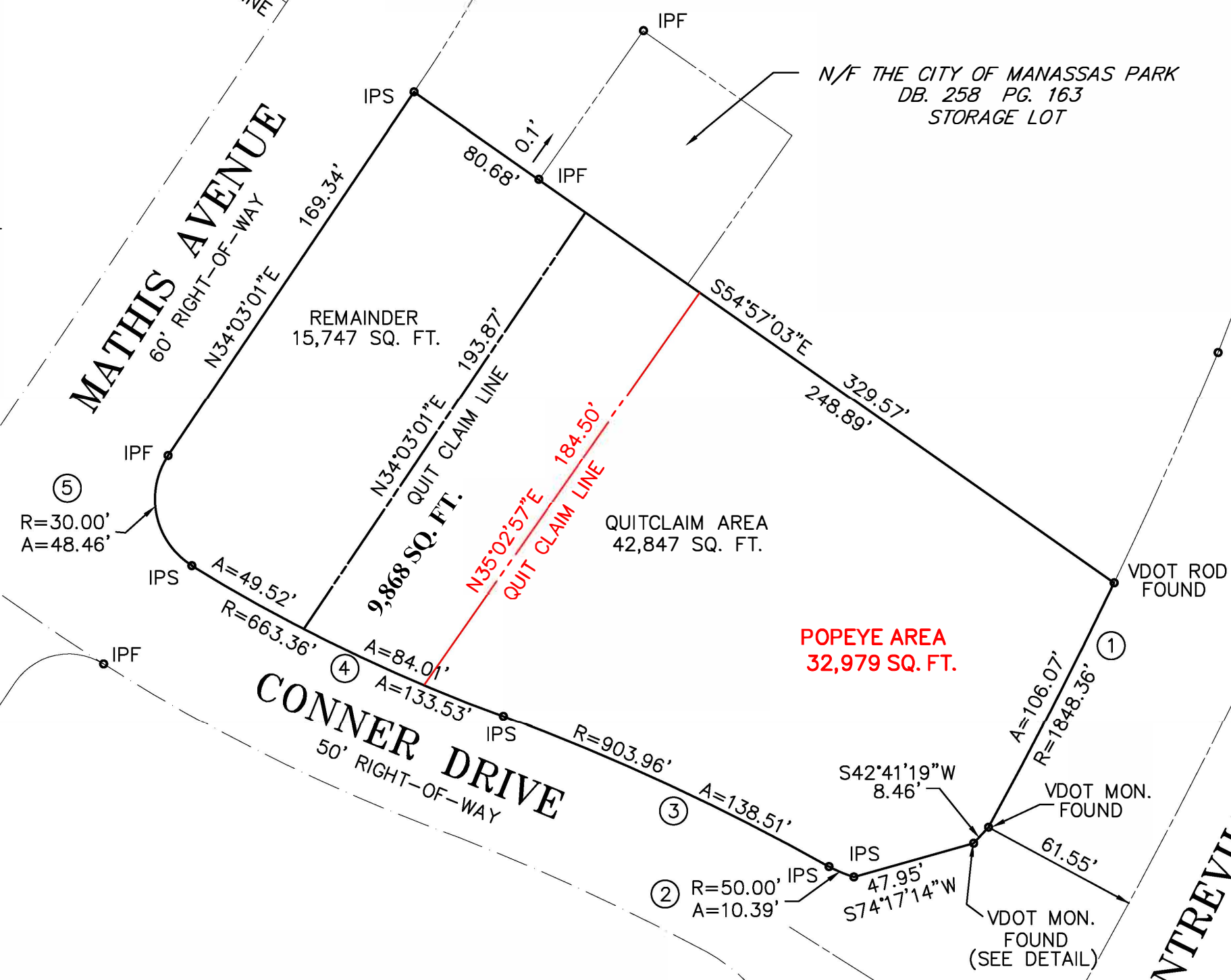
N/F THE CITY OF MANASSAS PARK DB. 258 PG. 163 STORAGE LOT

N/F BOARD OF SUPERVISORS PRINCE WILLIAM COUNTY, VIRGINIA DEED BOOK 530 PAGE 33

MATHIS AVENUE
60' RIGHT-OF-WAY
N34°03'01"E

CONNER DRIVE
50' RIGHT-OF-WAY

CENTREVILLE ROAD
ROUTE 28
(VARIABLE WIDTH)

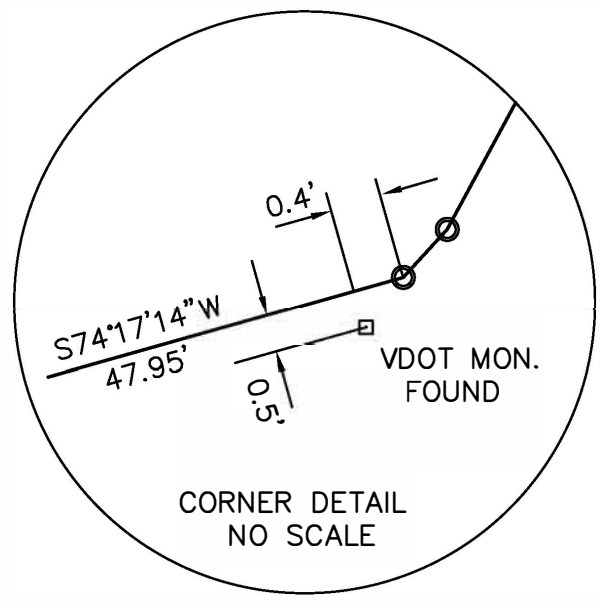


QUITCLAIM AREA	42,847 SQ. FT.	32,979 SQ. FT.
REMAINDER	15,747 SQ. FT.	25,615 SQ. FT.
TOTAL AREA	58,594 SQ. FT.	

PLAT SHOWING QUITCLAIM AREA ON THE PROPERTY OF THE **THE CITY OF MANASSAS PARK, VIRGINIA**

INSTRUMENT #201605310040047
CITY OF MANASSAS PARK, VIRGINIA
SCALE: 1"=50' MARCH 30, 2022

JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 20110
(703) 369-5249 FAX (703) 369-5783



GRAPHIC SCALE

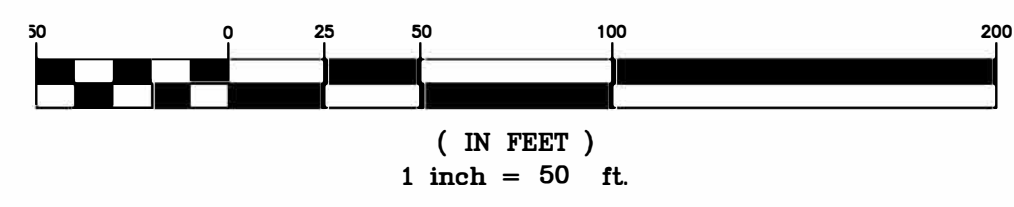
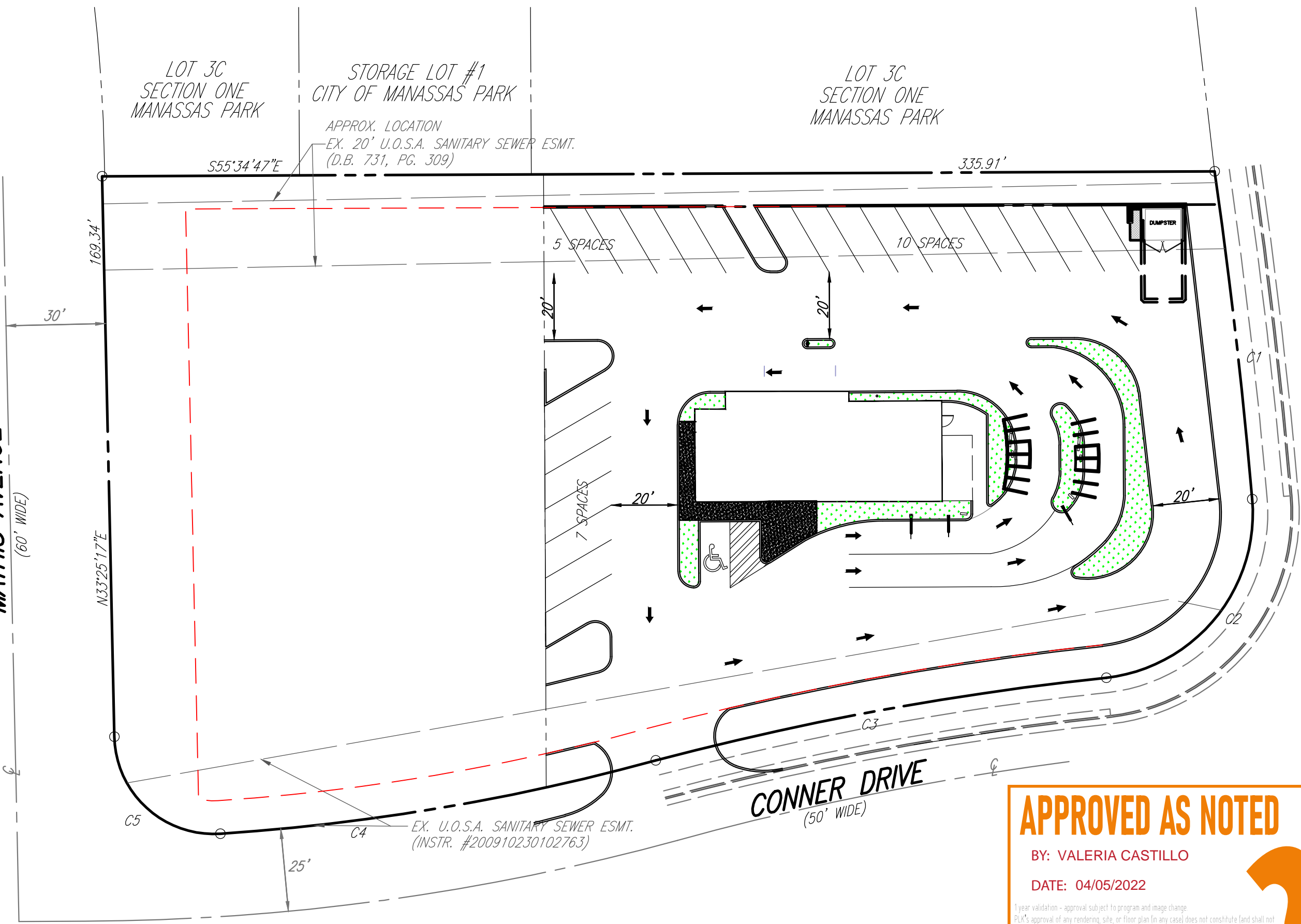


EXHIBIT B
THE REAL PROPERTY

MATHIS AVENUE
(60' WIDE)



CENTREVILLE ROAD
STATE ROUTE NO. 28
(WIDTH VARIES)

APPROVED AS NOTED

BY: VALERIA CASTILLO

DATE: 04/05/2022

1 year validation - approval subject to program and image change.
PLK's approval of any rendering, site, or floor plan (in any case) does not constitute (and shall not be deemed or construed to constitute) PLK's approval of any particular site. If you have a proposed site, you must obtain prior written approval of PLK's Development Committee to develop such site. These documents are not for permit or construction. They must be completed and/or modified by a licensed architect and engineer to conform to all local and applicable codes and specific site conditions. There is no warranty, whether implied or expressed, that these documents meet the applicable code requirements. Liability for the design and any use of the documents is the sole responsibility of the architects and engineer of record.

EXHIBIT C

PERMITTED AND CONDITIONAL USES

The following are the only uses that will be permitted on the Property:

By-right uses:

- (1) Bakeries.
- (2) Restaurants, including outdoor cafes associated with such uses (excluding restaurants with drive-through windows and dancing or entertainment, except as provided for in City Code § 31-19(d)).

Conditional uses:

- (1) A business or commercial building greater in height than forty-five (45) feet.
- (2) Nightclubs and restaurants providing live entertainment, including dance halls.
- (3) Restaurants with drive-through windows.

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Manassas Park City Clerk **AGENDA ITEM 7A**

MEETING DATE: March 7 2023

SUBJECT/TOPIC: Approval of Minutes February 21 and 28, 2023

BACKGROUND:

FINANCIAL IMPACT: Total: \$(AMOUNT)	Budgeted:	
	Amount Budgeted:	
	Amount Spent:	
	Amount Requested:	
	Budget Line Item:	

STAFF RECOMMENDATION: Approve as Presented or as Corrected

CITY MANAGER APPROVAL: Required: _____ Not Required: _____	_____ <i>Laszlo A. Palko, City Manager</i>
CITY ATTORNEY APPROVAL: Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

ATTACHMENTS: Minutes

OFFICIAL MINUTES OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, FEBRUARY 21, 2023, AT 7:00 PM AT MANASSAS PARK CITY HALL, 100 PARK CENTRAL PLAZA, MANASSAS PARK, VIRGINIA

Roll Call

Present

Jeanette Rishell, Mayor
Alanna Mensing, Vice Mayor (r)
Yesy Amaya, Councilmember
Haseeb Javed, Councilmember
Laura Hampton, Councilmember
Darryl Moore, Councilmember
Michael Carrera, Councilmember

Absent

None

Staff

Lana Conner, City Clerk
Laszlo A. Palko, City Manager
Dean Crowhurst, City Attorney

Vice Mayor Mensing requested that she be allowed to remote in for this meeting. She stated she is in Oklahoma celebrating her grandmother's 99th birthday. It was consensus of Governing Body members Councilmember Amaya, Councilmember Hampton, Councilmember Carrera, Councilmember Javed, Councilmember Moore and Mayor Rishell that Vice Mayor Mensing be allowed to participate remotely for this meeting.

1. Approval of Agenda:

MOTION: Councilmember Carrera moved to approve Agenda as presented.

SECOND: Councilmember Moore

VOTE: Yes: Carrera, Moore, Amaya, Hampton, Javed, Mensing, Rishell

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

3. Public Comment Time:

Charlie Grimes, 6836 General Longstreet Line: He is with Greater Prince Area Trails Coalition. He complimented the city on staff they have worked with on trails, bike, and pedestrian program.

Mayor Rishell mentioned, as a reminder, the change in the Rules and Procedures that the GB follows which means a change in how comments are accommodated that come in during the meeting. Any comments that come in during the meeting will still be forwarded to the mayor, and she will read those comments during the second public comment period towards the end of the meeting.

2. Public Hearing: None

3. Recognition:

5a. Community Maintenance Working Group update: Councilmember Hampton: Copy of report made part of the record.



23427

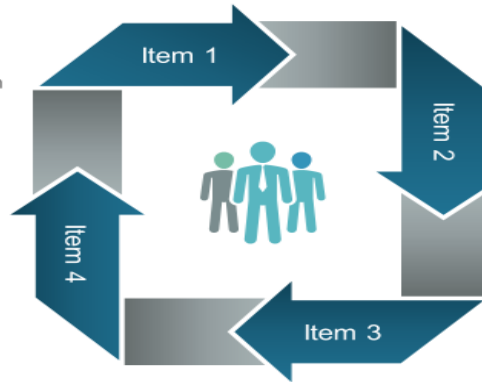
Citywide Spring Clean: April 2023

Schools

- Concept: Litter Collection at Each Campus Week Before/After Earth Day
- Initiated Conversations with MP School Board

Keep the Park Beautiful

- Update



Connor Center Business

- Concept: Litter Collection in Area Around Businesses
- Inquiry Out about List of Businesses

Earth Day at Polk Street Park

- Concept: Organized Litter Collection and Park Sprucing Up by Residents
- See Next Slide



5b. Certificates Halloween and Winter lights homes:

Jason Moore of 217 Cabbel Dr who won Best Yard in these contests was remoting in from Germany. Councilmember Hampton thanked the Scout Troop 1372 for serving as judges for both events. She presented Maria Siwek with Certificate for participation in these events.

Name Address 2022 Certificate: Winter Lights Extravaganza

- Khampeng Sysopha 195 Manassas Dr Participant
- Lucille Schneider 115 Tremont St Participant
- Kenneth Sheets 171 Manassas Dr Best Window
- TJ Strickland 101 Old Centreville Rd Participant
- Ronald Kadar 103 Price Dr Participant
- Karen Jones 189 Manassas Dr Participant
- Veronica Payne 110 Courtney Dr Best Overall
- Alicia Sowers 128 Manassas Dr Participant
- Laura Hampton 129 Cabbel Drive
- Jason Moore 217 Cabbel Dr Best Yard
- Jhelisha & John Clyborn 9208 Fairway Court Best Overall
- Zarela Mancil 9331 Laurie Court Best Yard
- Kevin Petak 9256 Matthew Dr Participant
- Rick Schubert 9217 Zachary Ct Participant
- Maria Siwek 9220 Cynthia St Participant
- Janine Henderson 9222 Matthew Dr Best citywide
- Stephanie Bettis 9016 Phita Ln Best Window
- Alicia Sowers 128 Manassas Dr Halloween Houses 0" Lights Best Yard
- Rick Schubert 9217 Zachary Ct Halloween Houses 0" Lights Judge's Favorite

23426

6. Information: None

7 Consent Agenda

7a Approval of Minutes February 7, 2023

7b Library Board: Appointment Ann-Marie Stewart: 4-year term March 30 2027

7c CD: RAISE Grant Resolution 23-1000-2192

7d CD: Replacement of Public Works Dump Truck Freightliner \$192,330

7e CM: Corrected Budget Amendment Ordinance 23-1700-1109

MOTION: Councilmember Moore moved to approve minutes of February 7 2023, reappoint Ann-Marie Stewart to four year term (March 17, 2027) on Manassas Park Library Advisory Board, approve resolution supporting the City's U.S. DOT RAISE grant application and authorizing the acceptance of any funding received if the application is approved, approval of and authorization for the City Manager to sign the necessary contractual documents for the purchase of a Freightliner M2 106 dump truck from the Excel Truck Group for an amount not to exceed \$192,330.00, with payments to begin no sooner than July 1, 2023. and adoption of Ordinance correcting FY23 Budget Amendment.

SECOND: Councilmember Carrera

VOTE: Yes: Moore, Carrera, Amaya, Hampton, Javed, Mensing, Rishell

8. Unfinished Business: None

9 New Business:

9a CA: Resolution 23-1000-2193 Opioid Settlement

On November 16, 2021, the Governing Body adopted resolutions that approved the City's participation in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding and the City's participation in the settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities. Since that time, the City has received its share of the settlements, as a non-litigating party, pursuant to the terms of each settlement. New settlement agreements have been reached with Teva, Allergan, Walmart, Walgreens, and CVS. To participate in these settlements and receive the City's share of the settlement funds, the Governing Body must adopt a new resolution, as attached.

MOTION: Councilmember Amaya moved that the Governing Body adopt a resolution that approves of the City's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS, and their related corporate entities, as presented

SECOND: Councilmember Carrera

VOTE: Yes: Amaya, Carrera, Hampton, Javed, Moore, Mensing, Rishell

9b. P&R Updated Library Policies: Holly Ritchie, Director:

Changes include Library Rules of Conduct – a section was added to explain the process to patrons in the event that they have any suspensions in library services and how they can appeal (Library Director, Parks & Rec Director, and City Manager) such suspension. The Library Advisory Board was briefed on December 8, 2022, and approved the policy changes subject to final City Attorney review.

Can political affiliation, disability, and trades be considered to the following Library Policies in 9B? Add traits which is known as Crown Act.

Can political affiliation, disability, and traits be considered to the following Library Policies in 9B? Interference with an employee's performance of his/her duties. Such behavior includes but is not limited to verbal abuse, intimidation, sexual harassment, or harassment based on race, religion, ethnic background, gender, or sexual orientation.

23425

City Attorney stated that the Governing Body can modify the policy as it desires but also refer to the Virginia Human Rights Act states that the Commonwealth's policy is to "[s]afeguard all individuals within the Commonwealth from unlawful discrimination because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability in places of public accommodation" (Va. Code § 2.2-3900.B.1.). You can also include "anything that violates the U.S. Constitution.

The City Attorney will review and stated he understands the concept and will draft language incorporating the intent. Approve pending final city attorney review. He stated that violation of any of these Rules of Conduct may result in the patron's library privileges being modified or revoked, (insert suspended), or removal of the patron from the building,

Space for lockers: they do not have space lockers for motor scooters, etc. currently. Councilmember Moore stated that there are many issues with storage that deal with space what is stored in lockers and for how long.

MOTION: Councilmember Amaya moved that the Governing Body approve changes to the Manassas Park Central Library's Rules of Conduct regarding the modification, suspension, or revocation of library services, as presented and subject to final review by City Attorney.

SECOND: Councilmember Moore

VOTE: Yes: Amaya, Moore, Carrera, Hampton, Javed, Mensing, Moore

9c CD: Wewerka Contract Amendment: Third Amendment: Calvin O'Dell, Director:

In February 2020, Manassas Park entered into an agreement with Wewerka to provide mowing services for publicly owned property and right-of-way; this agreement was amended twice in 2021. The purpose of this amendment is to add landscaping services for City Hall and for the Golf Court, Rosebud Court, and Primrose Lane islands. Total estimated cost of these additions to the agreement for the remaining two seasons is \$70,681.52 (\$35,340.76 per season * 2 Seasons). Note that the mowing season straddles two fiscal years, thus the attached proposals cover 1 year and need to be multiplied by two to get the full estimated amount at 2 seasons.

Staff recommend that the Governing Body authorize the City Manager to sign the third amendment and implement landscaping services at City Hall and Golf Court, Rosebud Court and Primrose Lane.

Councilmember Moore would like to look at seasonal employees help and look at a program for hiring kids from high school during summer. City has only one employee that has a license to apply any sort of chemical like weed killer, etc. on city owned property. City Manager stated staff is trying to recruit parttime employees for the summer. Staff will contact schools to see about summer recruitment.

MOTION: Councilmember Moore moved that the Governing Body approve and authorize the City Manager to sign an amendment to the Mowing and Lawn Care Services Agreement with Wewerka Construction Management, Inc. that modifies the Scope of Work to include service for the new City Hall and the roundabout islands in the cul-de-sacs of Golf Court, Primrose Lane, and Rosebud Court, as presented and subject to final review by City Attorney.

SECOND: Councilmember Carrera

VOTE: Yes: Moore, Carrera, Amaya, Hampton, Javed, Mensing, Rishell

23424

9d CD: Storm Sewer Replacement- 9119 Industry Drive: Calvin O’Dell, Director:

Storm drainage systems are necessary to remove runoff from public rights of way, and commercial and residential areas to prevent local flooding. The storm drainage system in the Conner Center portion of Manassas Park was built largely with corrugated metal pipes (CMP). While inexpensive and easy to handle during construction, CMP only has a life expectancy of approximately 30 years, largely due to the corrosion that this type of pipe is subject to. Many of the storm sewers in the Conner Center have therefore passed their useful life and need replacement. The 36-inch diameter storm sewer passing through 9119 Industry Drive to the City maintained pond (a public storm sewer in a city easement that conveys drainage from both the public right of way and from private property to a public pond) has failed and sink holes have started to appear along the sewer line. Staff have solicited quotes from three firms to replace approximately 400 linear feet of 36-inch diameter corrugated metal storm sewer with reinforced concrete pipe. The lowest bidder was AllSite Contracting (ALLSITE), with a bid of \$124,646.00. Note that reinforced concrete pipe is not subject to corrosion. An Agreement with ALLSITE Contracting included as Attachment 1 is to replace approximately 400 linear feet of 36-inch CMP with approximately 400 linear feet of 36 inch reinforced concrete pipe, as outlined in Attachment A to the Agreement. The total for the proposed work to be performed under the Agreement is \$124,646.00; a 20% contingency (\$24,929.20) is recommended in the event of unforeseen site conditions that may be encountered during construction. The final cost of the work shall not exceed \$149,575.20. Staff recommend that the Governing Body approve the Agreement with ALLSITE in an amount of \$124,646.00 with a 20% contingency of \$24,929.20 for a total not to exceed \$149,575.20.

MOTION: Councilmember Carrera moved that the Governing Body approve and authorize the City Manager to sign an agreement with AllSite Contracting to replace the 36-inch corrugated metal storm sewer at 9119 Industry Drive with Reinforced Concrete Pipe at a cost not to exceed \$149,575.20, as presented and subject to final review by City Attorney.

SECOND: Councilmember Moore

VOTE: Yes: Carrera, Moore, Amaya, Hampton, Javed, Moore, Mensing, Rishell

9e CM: FY 24 Governing Body Budget Priorities Discussion

The City Manager reviewed the priorities with Governing Body. This is final priority list. The Governing Body will review and prioritize the list:

Economic Development-
Resources should be focused on Economic Development, especially in our downtown, in order to grow revenues citywide and diversify our revenue stream through business recruitment.
Exploring HubZone Recruitment Opportunities (recruitment and business incubation opportunities) as business recruitment tool for West side.
Balanced Slicing of the Pie
Continue to balance support for all parts of the city (All departments and the schools); Also, hope to achieve an equilibrium of concern for the needs of the 3 important sectors; the residents (tax reduction), the staff (pay), and the City (infrastructure and finance)
Reduce Real Estate Tax Rate an amount consistent with careful budgeting/incoming revenue.
Continued focus on Staff raises to the extent we are able to do this-closing the market gap
Continued focus on COLAs to the extent we are able to do this
Increase the City Staff minimum starting salary for a 1.0 FTE to \$40,000.
Increase the cigarette tax rate from \$.75 per pack of 20 cigarettes to \$.95.
Continue to work with the school board to provide certification and vocational pathways
Community Maintenance
Parking signs so we can begin commercial vehicle enforcement
Staffing for parking enforcement
Code enforcement
Continue beautification efforts (grants, light contests, clean-up campaigns, and other)
Solid Waste and recycling: Projection of future solid waste cost/residence increases based on already planned increases w/o large tote fees and with both already planned increases and larger tote fees.
23423

Infrastructure-
Focus capital dollars on improving and maintaining roads and streets, sidewalks, storm drains, public facilities and old water pipes throughout the city
Trail expansion (trail network) and maintenance
Look into the skateboard park project that was put on hold at Costello/signal hill
Playground/pavilion/mountain biking trails at blooms
Financial Management-
Continue contribute to reserves
Pay down city debt
ERP
Continue to focus on grants of all types (infrastructure, Police, Fire, MS4, business, Community Center activities, etc.)
Service Delivery & Staffing-
Continue to fill all FTE Positions for all departments
Staff education and development
Increase FTE's throughout the departments (in line with prior projections), especially the ones that are understaffed (Public Works) and encourage a healthy work-life balance. Un freeze positions.
Increase staffing levels for Public Works and use seasonal employees to assist with seasonal work.
increase staffing levels for the Fire Department so that we can begin to use the ladder truck
No increase in total FTE levels other than those designated for the Commissioner of Revenues office.
Improve customer service through training.
Misc.
External Support (consultant) for the "Green Plan" and to not hire a sustainability officer; this will avoid setting up a recurring cost for the city at the current time.
Continue to pursue the General Services Administrator because this is a planned position, and one that can absorb some "green" responsibilities
Review cost and energy efficiency by adding Monocrystalline Solar Panels to City buildings.
Converting our fleet as it ages out to electric vehicles and getting EV chargers for this EV fleet
Install several EV charging stations throughout the City for the Public.

10. Public Comment Time: None

11. City Manager Report:

11a. Parks & Recreation mid-year update including MP Library (Holly Ritchie, Director): Presentation made part of record.

11b. Police Department mid-year update: Presentation made part of record.

12. Closed Meeting: None

13. Adjournment: 9:00pm:

MOTION: Councilmember Moore

SECOND: Councilmember Amaya

VOTE: Yes: Moore, Amaya, Hampton, Carrera, Javed, Mensing, Rishell

Approved, March 7, 2023

Jeanette Rishell, Mayor

Lana A. Conner, City Clerk

23422

OFFICIAL MINUTES OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, FEBRUARY 28, 2023, AT 7:00 PM AT MANASSAS PARK CITY HALL, 100 PARK CENTRAL PLAZA, MANASSAS PARK, VIRGINIA

Roll Call

Present

Jeanette Rishell, Mayor
Alanna Mensing, Vice Mayor
Yesy Amaya, Councilmember

Laura Hampton, Councilmember
Darryl Moore, Councilmember
Michael Carrera, Councilmember

Absent

Haseeb Javed, Councilmember

Staff

Lana Conner, City Clerk
Laszlo A. Palko, City Manager
Dean Crowhurst, City Attorney

1. Approval of Agenda:

MOTION: Councilmember Moore moved to approve Agenda as presented.

SECOND: Councilmember Carrera

VOTE: Yes: Carrera, Moore, Amaya, Hampton, Mensing, Rishell

2. Public Hearing: Conveyance of a family cemetery consisting of 3,150 square feet (0.07231 acres) of land, more or less, and located adjacent to Costello Park between Lots 1627 and 1628, Section Six, MANASSAS PARK

Mayor Rishell opened the Public Hearing at 7:01pm

City Attorney: On June 14, 2022, the Governing Body voted to accept ownership of a cemetery plot adjacent to Costello Park. This is part of a 62.5-acre plot composed of 50 acres that Mr. Naylor acquired when he got his freedom and his wife joined him with 12.5 acres after civil war. Story is that she and her husband protected the Liberia Plantation and was given the 12.5 acres. Over the years it was subdivided to several family members and a small plot (cemetery) remained. This is where many family members are buried. This information came from staff at parks & recreation department. The Governing Body acquired this from the Hylton Foundation which developed the whole area but was still the owner for the purpose of improving it and conveying it to the family. City is ready to convey it to the Naylor Family. This item is being considered on February 28 the last day of the month and in honor of Black History Month.

The Mayor thanked everyone for joining us this evening. Her remarks were as follows:

“We are gathered again for a celebration as we did on June 19, 2022. It seems like yesterday when the city hosted Juneteenth and we were together in the morning for the Naylor Drive dedication and unveiling, and we were together again in the afternoon for the Naylor Cemetery Dedication.

And that was preceded by the conveyance of the land to the city by executors of Cecil D. Hylton, who had owned the land and who passed away in 1989. Tonight’s signing of the deed will be the culmination of these events.

It is testimony to the strength of your family.

It is also testimony to the goodness of Samuel and Nelly, and to the goodness they bequeathed to their descendants.

As Henry David Thoreau said:

“Goodness is the only investment that never fails.”

The goodness of Samuel and Nelly Naylor has come through the many years, and it is with us now.

So, I have the great pleasure of signing this deed tonight.

Other Governing Body members may also have comments.”

Councilmember Moore: it is an honor and privilege to be here at this special meeting of the Governing Body. What an amazing and awesome thing we are about to do tonight. It is long overdue, and he is glad they are doing it on last day of Black History Month as city signs over deed to Naylor Family. What an inspirational story of the Naylor Family not just for African American families but for the community. A story of struggle, perseverance, and survival that our young kids to learn hopefully be a part of their history lesson in our City schools. He congratulates the Naylor on the foundation they established. He thanked, city attorney, city manager and staff at parks & recreation for all their hard work on getting this cemetery deeded to the Naylors.

Vice Mayor Mensing: This is biggest privilege she has had for past five years in giving this land back to Naylor Family. She is pleased you are part of Manassas Park history. She hopes everyone will learn about this as they grow up in Manassas Park. Thank you for sharing your history with the City.

Councilmember Amaya: She agrees with Councilmember Moore and Vice Mayor Mensing. This is her third year on Council, and this is awesome. It is nice to be part of this history and to honor the Naylor family.

Councilmember Carrera: It is an honor and privilege to see the family here and learn about the history. Manassas Park is fairly new but to hear this bring a lot of contexts and a lot of understanding. It is very interesting and educational for people and opportunity for people to learn the historical aspect of the city.

Councilmember Hampton: She grew up in Manassas Park and walked by the cemetery many times to get to the pool. She was shocked and amazed to discover there was a cemetery there. She encourages the residents of Manassas Park as they walk by to take a moment to ponder. The family being here is a sign of perseverance and something we can all take note of.

Linneall Naylor: President and Founding Member of Naylor Family Historical Society: This is an honor for them and is an example of their ancestors, Samuel and Nellie Naylor who she believes is looking down and saying thank you. This cemetery has been there for over 175 years. For them to come across this cemetery has given it new life and educated people not just African American people but all people. There are a lot of student not able to make the connection with African American history and enslavement community. Seeing a visual plaque and the cemetery which is interconnected to the Liberia House brings everything to light. Thank you on behalf of the Naylor Family.

Robert Naylor: Vice President and Founding Member: Naylor Family Historical Society: He commended and thanked the City for everything they have done to make this day possible. This is incredible and unique. Members of this family did not know each other two years ago. All the work and effort of city staff is very much appreciated. They are thankful that the city made this such a smooth transition.

Richard Naylor Secretary and Founding Member Family Historical Society: He went by the cemetery before coming to the meeting. It was a momentous moment to see where his ancestors are buried and see land owned by his family and to have the land returned to his family. Thank you to the City for all you have done and he appreciated is.

Jenee Lindner Fairfax County History Commission: She is a professional genealogist. She has gotten to know the Naylor Family in an unusual situation in Fairfax City. She helps restore old, segregated cemeteries. As they did research, they are excited because they will be having a book coming out next year. Previous research took them back to the 1630s. To her surprise in this particular document this gentleman found he was related to a white plantation owner. She had a whole section of her family she needed to research. This was family. She thinks as more people start to research, they will discover what she discovered we all are Americans and all related to one another. She and Linneall have a strong family spiritual connection. How wonderful the cemetery is still here, and you saved it.

Tammara S. Henry: She has a direct link to the Naylor Family. She thanked the city for sticking to this and not letting obstacles get in the way. She and her sister grew up in the Manassas area. She is coming back to the same foundation where now everything is settled in. She thanked Council for allowing them to be part of this history in 2023.

Close Public Hearing: 7:16pm:

MOTION: Councilmember Amaya

SECOND: Councilmember Carrera

VOTE: Yes: Amaya, Carrera, Hampton, Moore, Mensing, Rishell

3. Conveyance of a family cemetery consisting of 3,150 square feet (0.07231 acres) of land, more or less, and located adjacent to Costello Park between Lots 1627 and 1628, Section Six, MANASSAS PARK, to Linneall Naylor, Robert Naylor, and Richard Naylor, Trustees of the Naylor Family Historical Society.

MOTION: Councilmember Moore moved that Governing Body approve and authorize the Mayor to sign a deed that conveys to the Naylor Family Historical Society the cemetery parcel abutting Costello Park in Section Six of the original development as presented and subject to final review by City Attorney.

SECOND: Councilmember Carrera

VOTE: Yes: Moore, Carrera, Amaya, Hampton, Mensing, Rishell

4. Adjournment: 7:17pm:

MOTION: Councilmember Moore

SECOND: Councilmember Carrera

VOTE: Yes: Moore, Carrera, Amaya, Hampton, Mensing, Rishell

Approved, March 7, 2023

Jeanette Rishell, Mayor

Lana A. Conner, City Clerk

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

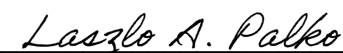
REQUESTING DEPARTMENT: Governing Body **AGENDA ITEM 7B**

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Capital Area Food Bank – Resolution of Support Lorton Reconstruction Effort

BACKGROUND: In its FY2023 budget, the Manassas Park Governing Body appropriated \$25,000.00 of funding to support the Capital Area Food Bank’s reconstruction of its Lorton facility. The new facility will provide capacity for the Capital Area Food Bank to stockpile and expand non-profit storage capacity, and fundamentally, equip Manassas Park to build greater levels of food system resiliency in response to this crisis, and in preparation for future calamities. The Capital Area Food Bank is now seeking Governing Body support for their application for congressionally directed spending in the amount of \$1.68 million for the construction project.

STAFF RECOMMENDATION: That the Governing Body adopt a resolution in support of the Capital Area Food Bank’s Fiscal Year 2024 congressionally directed spending request of \$1.68 million to support the reconstruction of its facility in Lorton, Virginia as presented and subject to final review by the City Attorney.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 <hr/> Laszlo A. Palko, City Manager
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	<hr/> Dean H. Crowhurst

ATTACHMENTS:

- 1) *Resolution*

RESOLUTION _____

A RESOLUTION SUPPORTING THE CAPITAL AREA FOOD BANK’S FY2024 CONGRESSIONALLY DIRECTED SPENDING REQUEST OF \$1.68 MILLION TO SUPPORT THE RECONSTRUCTION OF ITS FACILITY IN LORTON, VIRGINIA.

Motion: _____ **Second:** _____

Date of Meeting: March 7, 2023

WHEREAS, in its FY2023 budget, the City of Manassas Park invested \$25,000 to support the Capital Area Food Bank’s reconstruction of its Lorton facility; and

WHEREAS, the Lorton facility serves Manassas Park, along with, Arlington, Fairfax, Prince William Counties, and the cities of Fairfax, Falls Church, and Manassas; and

WHEREAS, at the height of the pandemic in FY21, the Capital Area Food Bank distributed 27 million meals to 158,000 Virginians struggling to access their next meal; and

WHEREAS, to meet this unprecedented need, the Capital Area Food Bank had to lease an additional 50,000 square feet of warehouse space; and

WHEREAS, the costly, short-term leases were necessary to meet demand as the pandemic-era facility in Lorton was built in 1982 and represents only a fraction of the necessary warehouse, office, and volunteer space, and modernizations needed to adequately serve the region; and

WHEREAS, the pandemic exposed the facility’s obsolescence, and it highlighted the need for modernized infrastructure to continue to respond this crisis and prepare for future calamities; and

WHEREAS, the new facility will increase square footage by 400 percent, offer a 3,000 square foot space for volunteering, centralize food and fleet capacity in Northern Virginia, and provide at least 300 percent more food throughput to NoVA partners and clients; and

WHEREAS, the new facility will provide capacity for Manassas Park to stockpile and expand non-profit storage capacity, and fundamentally, equip Manassas Park to build greater levels of food system resiliency in response to this crisis, and in preparation for future calamities; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of Manassas Park, Virginia, approves the resolution supporting congressionally directed spending for \$1.68 million to be provided to the Capital Area Food Bank for this historic reconstruction effort in FY2024; and

BE IT FURTHER RESOLVED, that the Governing Body of Manassas Park respectfully requests that the U.S. Senate and House Appropriations Committees include this as a part of the FY2024 appropriations package.

APPROVED by the Governing Body of the City of Manassas Park, Virginia at its regularly scheduled meeting held on March 7, 2023.

Jeanette Rishell, Mayor

Lana A. Conner, City Clerk
Attest

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Police Department **AGENDA ITEM 7C**

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Public Safety Portable Radios (Police Department).

BACKGROUND: The Manassas Park Police Department has added four (4) additional positions in the last year; three school resource officers (SRO’s) and a special victim’s detective. As a result, the police department needs to purchase additional portable radios to support its public safety mission.

The purchase of police radios is necessary to deliver services to the community. The required emergency equipment must be purchased directly by the Police Department.

<u>Funding Type:</u>	<u>Amount</u>
Budget Amendment	\$44,155
Public Safety Supplies	

The Police Department recommends purchasing five Motorola radios using the Commonwealth of Virginia State contract # VA-170418-MSI, with a cost not to exceed, \$44,155.

Although this is not in the budget, the Police Department is going to end up severely under budget this year due to massive turnover in the department. Thus the funding is available in the budget.

FINANCIAL IMPACT: Total: \$44,155.00	Budgeted:	YES NO X
	Amount Budgeted:	\$0
	Amount Spent:	\$0
	Amount Requested:	\$44,155.00 in FY24
	Budget Line Item:	GL 100-31100-6010-00-00 Public Safety Supplies

STAFF RECOMMENDATION:

1. That the Governing Body approve and authorize the City Manager to sign the necessary contractual documents to purchase five new Motorola radios at a cost not to exceed \$44,155.00, as presented, subject to final City Attorney review.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: _____	<i>Laszlo A. Palke</i> _____ <i>Laszlo A. Palke, City Manager</i>
CITY ATTORNEY APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: _____	_____ <i>Dean H. Crowhurst</i>

ATTACHMENTS:

- 1) Motorola Solutions, Quote Number 2001852



Quote Number 2001852

Bill To:
 CITY OF MANASSAS, VIRGINIA
 POLICE DEPARTMENT
 329 MANASSAS DRIVE
 MANASSAS, VA 20111

Ship To:
 CITY OF MANASSAS, VIRGINIA
 POLICE DEPARTMENT
 329 MANASSAS DRIVE
 MANASSAS, VA 20111
 ATTN: Dupty Chief Trevor Reinhart

CUSTOMER NUMBER: 1011245794

Attention:
Name: TREVOR REINHART
Phone: 703-335-0644

Sales Contact:
Name: Rose Kiley
Email: rkiley@wireless-inc.com
Phone: 703-919-4985

Freight Terms: FOB Destination
Payment Terms: Net 30 Due

SYSTEM ID -

Quote Effective To: 5/30/2023

Line	Quantity	Model Number	Description	List Price	Contract Discount	Extended Price
1	5	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	6,641.00	4,781.52	23,907.60
1a	5	QA00569AP	ADD: 7/800 MHz BAND	0.00	0.00	0.00
1b	5	QA00570AW	ADD: 7/800 VHF BAND	800.00	576.00	2,880.00
1c	5	BD00001AA	ADD: CORE BUNDLE	3,106.00	2,236.32	11,181.60
1d	5	H499KC	ENH: SUBMERSIBLE (DELTA T)	0.00	0.00	0.00
1e	5	H38DA	ADD: SMARTZONE OPERATION	0.00	0.00	0.00
1f	5	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	0.00	0.00	0.00
1g	5	Q361CD	ADD: P25 9600 BAUD TRUNKING	0.00	0.00	0.00
1h	5	QA09028AA	ADD: VIQI VC RADIO OPERATION	0.00	0.00	0.00
1i	5	QA03399AK	ADD: ENHANCED DATA	0.00	0.00	0.00
1j	5	Q387CB	ADD: MULTICAST VOTING SCAN	0.00	0.00	0.00
1k	5	QA00580BA	ADD: TDMA OPERATION	0.00	0.00	0.00
1l	5	QA09001AM	ADD: WIFI CAPABILITY	0.00	0.00	0.00
1m	5	BD00010AA	ADD: SECURITY BUNDLE	1,023.00	736.56	3,682.80
1n	5	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	0.00	0.00	0.00
1o	5	Q4988N	ENH: ASTRO 25 OTAR W/MULTIKEY	0.00	0.00	0.00
1p	5	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	0.00	0.00	0.00
1q	5	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	0.00	0.00	0.00
1r	5	H637AA	ADD: APX NEXT EXTENDED WARRANTY SUPPORT/ RADIO CENTRAL SUBSCRIPTION	369.93	369.93	1,849.65
2	5	SSV01P01407B	APX NEXT SMART PROG - PROMO FOR - 1 YEAR	150.00	0.00	0.00
3	5	SSV01P01406A	APX NEXT SMART CONNECT - PROMO FOR - 1 YEAR	150.00	0.00	0.00
4	5	SSV01P01476A	APX SMART LOCATE - PROMO FOR - 1 YEAR	150.00	0.00	0.00
5	5	SSV01P01902A	APX NEXT SMART MAPPING - PROMO FOR - 1 YEAR	150.00	0.00	0.00
TOTAL FOR APX NEXT MDL 4.5 PORTABLE					8,700.33	43,501.65
ACCESSORIES						
6	5	NNTN9199A	IMPRES SINGLE UNIT CHARGER, 3.0A, 120VAC, TYPE	169.56	130.56	652.80
APX NEXT TOTAL WITH ACCESSORIES						44,154.45

- PO Issued to Motorola Solutions, Inc. must:
- > Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Letterhead. Note: Purchase Requisitions cannot be accepted
 - > Have a PO Number/Contract Number & Date
 - > Identify "Motorola Solutions, Inc." as the Vendor
 - > Have Payment Terms of NET 30 or Contract Number on PO
 - > Be issued in the Legal Entity's Name
 - > Include the Bill To Address with Contact Name and Phone Number
 - > Include the Ship To Address with Contact Name and Phone Number
 - > Include Ultimate Address if different from the Ship To Address
 - > Be Greater than or Equal to the Value of the Order
 - > Be in a Non Editable Format

> ~~Identify Tax Exemption Status~~

> Identify Tax Exemption Status (when applicable)

> Include a Signature on the PO if Required

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Registrar Office

AGENDA ITEM 7D

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Replacement of Voting Machines and Scanners

BACKGROUND: The life span of voting equipment known scanners has a typical life span of ten years. Our OVO (OpenElect Voting Optical) scanners were purchased in 2014 from ESO (Election Services Online). It is time to replace the scanners so that we can continue to run problem free elections.

The new scanners the FreedomVote Scan (FVS) come with many upgrades. This includes a highspeed scanner, a three hour back up battery, and collapsible bin. The unit fits together for easy transport and storage with its own dolly system. This unit also comes equipped to handle ranked choice voting.

The funds for the replacement are in the 2024 CIP. We have budgeted replacement to come in under \$100,000.00 and have received a quote for \$71,400. This includes 8 scanners, bins, 4 ADA accessible voting stations, shipping, and training, tapes for the new unit and sealed tapes for the ADA units. We would like to place an order now on the equipment so that it arrives on time to setup and utilize for the Fall 2023 elections.

FINANCIAL IMPACT: Total: \$71,400.00	Budgeted:	YES	X	NO	*FY 24 CIP
	Amount Budgeted:	\$100,000.00			
	Amount Spent:	\$0			
	Amount Requested:	\$71,400.00			
	Budget Line Item:	TBD- Voting Machine Replacements			

STAFF RECOMMENDATION: That the Governing Body approve and authorize the City Manager to sign any necessary contractual documents for the purchase of voting machines and scanners within the budgeted amount of \$100,000.00 as presented and subject to final City Attorney review.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	<u>Laszlo A. Palko</u> Laszlo A. Palko, City Manager
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	<u>Dean H. Crowhurst</u>

ATTACHMENTS:

- 1) Quote For Scanners
- 2) FVS Description Brochure



Election Services Online, LLC

P.O Box 34

Hellertown, PA 18055
267-259-1613

Bill To:

Patricia Brendel
City of Manassas Park, Virginia

Quotation

DATE February 17, 2023
Quotation # 800

Customer ID City of Manassas Park

Quotation valid until: November 1, 2023

Prepared by: Matt Erney

Comments or special instructions: With the current shipping environment we need to quote charges in real time.

Description	Cost per Unit	Quantity	Total
FVS - Freedom Vote Scanner package - Ballot Box, TM, First year firmware	\$ 6,400.00	8	\$ 51,200.00
FVT - Freedom Vote Tablet - First year firmware	\$ 4,200.00	4	\$ 16,800.00
Installation and Training	\$ 2,400.00	1	\$ 2,400.00
Shipping and Handling	\$ 2,000.00	1	\$ 2,000.00
OVI/FVT Paper rolls with seal			
Discount for 2 OVO's (trade-in) newest ones	\$ 500.00	2	\$ (1,000.00)
TOTAL			\$71,400.00

If you have any questions concerning this quotation, Contact Matt Erney, 215-200-6690

THANK YOU FOR YOUR BUSINESS!



Introducing Unisyn's New OpenElect® FreedomVote Scan (FVS)

Designed for Optimum Security and Usability



Privacy Panels protect the voter's privacy while casting their ballot.

Ten-inch Touchscreen Display provides the voter with easy to read and clear instructions on casting their ballot.

Guided Paper Path and **Double Feed Detect** ensures that full page and ADA ballots are entered straight into the scanner, preventing double feed errors.

Thermal Printer ensures continuous printing of receipts and reports, eliminating the need to replace ink during an election.

Locking Wheels provide a safe and secure platform during voting.

Articulating Wheels allow for easy multi-directional movement of both the scanner and ballot box.

Locking FVS Case protects the FVS from damage and allows for easy and secure storage.

Ballot Box safely stores tabulated ballots during Election Day in the removable interior bin.

Emergency Bin securely stores untabulated ballots at vote centers and polling locations.



FVS with Ballot Box



Storage

The ballot box can be collapsed for easy storage. All parts of the ballot box are contained within the collapsed units. No pieces to lose or misplace.



Transport

The FVS is locked on the collapsed ballot box creating a dolly system for easy and seamless transportation to and from polling locations.



Voting

Simply unfold the ballot box and slide the FVS in place on top of the ballot box. Move it into place, turn it on and open voting. The FVS and ballot box are secured by locks and security seals.

Contact us for more information:

Unisyn Voting Solutions, Inc.
2310 Cousteau Court, Vista, CA 92081
Tel: +1-760-734-3233
Email: mktg@unisynvoting.com
Website: www.unisynvoting.com

OpenElect® FreedomVote Tablet (FVT) The *freedom* to adapt



The OpenElect FreedomVote Tablet (FVT) is a multi-faceted and robust ADA compliant ballot marking device that empowers voters to vote independently and privately.



Designed for Efficiency

- Self-contained voting device contains a touchscreen, barcode scanner, and a printer
- Light-weight, compact, easy to setup and close down
- Reduces the cost of pre-printed ballots by printing a paper ballot with just the push of a button

Designed for the Future

- Barcode initialization
- Touchscreen navigation
- Population of ballot via personal smartphone or tablet
- Meets the American with Disabilities Act (ADA) voting requirements
 - :
 - Optional: Help America Vote Act (HAVA) compliant keypad, and sip-n-puff
 - Zoom-in ballot and multi-lingual audio functionality
 - An enhanced interface that is intuitive, easy to use and suitable for users of all ages and skill levels
 - Allows voters to prepare ballots independently and privately
 - Allows voters to correct mistakes (second chance voting)
 - Incorporates Screen Reader Mode for individuals that communicate in Screen Reader Mode everyday



Voter checks-in and receives a barcode from pollbook to initialize their ballot

Vote via personal electronic device, touchscreen or keypad

Voter receives a printed ballot to insert into an OVO to cast the vote

Unisyn Voting Solutions, Inc., provides secure election solutions to public and private voting entities.

Unisyn products provide a wide array of choices in selecting a voting system.

Contact our Election Specialists today to learn more!

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: City Manager **AGENDA ITEM 7E**

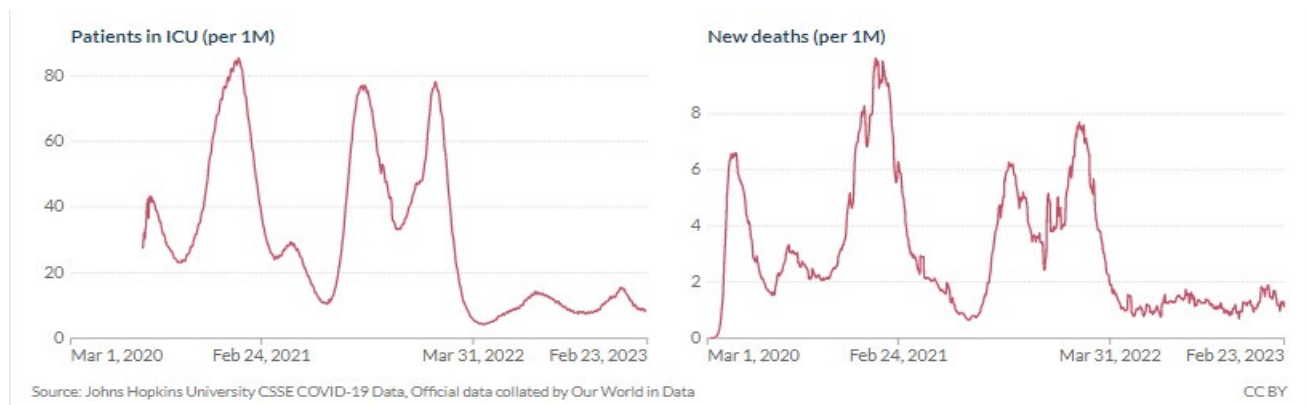
MEETING DATE: March 7, 2023

SUBJECT/TOPIC: End of Local Emergency Declaration- COVID-19

BACKGROUND: In March of 2020, cases of SARS-CoV-2 virus, also known as COVID-19, began spiking across the United States and world causing a National Declaration of Emergency. On March 17th, 2020, the City Manager issued a Local Declaration of Emergency in Manassas Park (see attachment) that the Governing Body ratified. Since then, COVID-19 has infected at least 758 Million people around the globe (at-home testing has resulted in an underreporting of cases) and has taken the lives of over 6.8 Million people. In the United States, over 1.1 Million American lives were lost during this emergency which is more than the combined amount of American deaths from both the 1918 Flu and World War II. In Manassas Park, 164 of our fellow residents were hospitalized and 31 of our fellow residents lost their lives. The tragic loss of these 31 Manassas Park residents and all American lives and people around the world will be mourned.

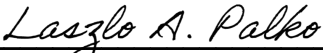
Our City Government took this emergency seriously and did all we could to mitigate risk to our residents (e.g. delivering food to senior citizens and residents with comorbidities), continuing to serve them during the emergency, and most importantly worked tirelessly to get vaccines out to the public as quickly as possible holding the first mass open vaccination event in the Commonwealth. The City Manager would like to thank all City Staff who continued to work through the pandemic, putting themselves and their families at risk to serve the residents of Manassas Park and save as many lives as possible.

The positive news is that as was suspected could occur, the COVID-19 virus has become endemic through vaccination and natural immunity and the weakening of COVID-19 variants that have become more transmissible but less life threatening. This past winter has seen a high number of cases as in previous spikes (not counting the Omicron Spike of 2022), but hospitalizations and deaths have plummeted as a share of cases and remain very low. The City Manager wanted to wait and see how the Winter of 2022 progressed in terms of the COVID-19 threat before ending the Local Declaration of Emergency.



The President has also announced the end of the National Declaration of Emergency on May 11th, 2023. Although Emergency Declarations are ending, it does not mean COVID-19 is going away, it simply means that it is no longer at the emergency level driving emergency levels of hospitalizations and deaths. Residents should continue to take precautions with COVID-19, especially if they are immunocompromised or 65 and older. Manassas Park will continue to send out Public Health reminders as needed.

STAFF RECOMMENDATION: That the Governing Body ratify the City Manager’s ending of the Local Emergency Declaration for SARS-CoV-2 virus also known as COVID-19 effective March 7th, 2023.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	<div style="text-align: center;">  <hr/> Laszlo A. Palko, City Manager </div>
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	<div style="text-align: center;"> <hr/> Dean H. Crowhurst </div>

ATTACHMENTS:

- 1) Declaration of Local Emergency, March 17th, 2020



City of Manassas Park, Virginia

DECLARATION OF LOCAL EMERGENCY

The City Manager of Manassas Park, Virginia does hereby find:

- 1. That due to the COVID-19 pandemic, the public is facing critical public health risks and potential devastating economic loss to local businesses, a proclamation of the existence of an emergency is necessary;**
- 2. That due to the potential for community spread of the COVID-19, the City of Manassas Park must take appropriate actions to protect our community;**
- 3. Under the authority of the Code of Virginia § 44-146.21, the City Manager has declared a Local Emergency, with the consent of the Governing Body of the City of Manassas Park;**

NOW THEREFORE, IT IS HEREBY PROCLAIMED that a Local Emergency now exists throughout the City of Manassas Park, VA.

IT IS FURTHER PROCLAIMED AND ORDERED that the Comprehensive Emergency Management Program Emergency Operations Plan is now in effect.

03/17/20

Date

Laszlo Palko

Laszlo A. Palko, City Manager

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Community Development **AGENDA ITEM 7F**

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Upper Kent Drive Reconstruction – Construction Administration Services Change Order

BACKGROUND: On August 23, 2022 the Governing Body authorized the award of the construction contract to Crown Construction in the amount of \$766,463 with a 5% contingency of \$38,323.15 for a total of \$804,786.15.

A total of \$867,777.20 was included in the FY23 Budget, which included \$723,338.49 in carryover funds from FY22 and an additional \$144,438.71 in NVTA funding (to account for the construction contract and the remaining contract expenses with Bowman). Thus far in FY23, the City has spent a total of \$109,825.13 toward the project on construction and construction administration items.

As a reminder, the Upper Kent Reconstruction Project will accomplish the following:

- Reconstruction of the subbase with new pavement between Manassas Drive and Cappel Drive
- Abandonment of the original 6-inch water main in Kent Drive and transferring water services to the newer existing 12-inch water line
- Replacement of sewer laterals in the public right of way, along with installation of cleanouts
- Replacement of curb and gutter
- Widening of the existing sidewalk from 4' to 5'
- New ADA ramps at the west end of the project
- Improved ADA compliant access across driveway aprons.

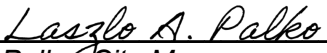
The initial contract with Bowman from April 1, 2021, only provided for two (2) months of construction phase inspection and oversight services. Given the project schedule for completion of six (6) months, additional funding is necessary for construction phase inspection and oversight services. A change order in the amount of \$84,476.35 has been proposed to cover an additional four (4) months of inspection and construction related services. Should the project exceed six (6) total months an additional change order may be required. NVTA funding will be utilized for this change order- our estimated fund balance at just under \$500K by the end of FY 23.

FINANCIAL IMPACT Total: \$84,476.35	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$867,777.20

	Amount Spent:	\$109,825.13
	Available Budget:	\$757,952.07
	Amount Requested:	\$84,476.35 (total budget to grow to \$952,253.55)
	Budget Line Item:	302-94100-0276-00-00-00 - Upper Kent Drive Reconstruction (VDOT/NVTA 50/50)

STAFF RECOMMENDATION:

1. That the Governing Body approve and authorize the City Manager to sign the “Upper Kent Drive Additional Construction Administration Services” change order dated February 6, 2023, with Bowman Consulting Group Ltd. in an amount not to exceed \$84,476.35, as presented and subject to final review by the City Attorney.
2. That the Governing Body direct the City Manager to amend the FY 23 CIP to cover this \$84,476.35 utilizing NVTA 30% Funds.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Laszlo A. Palko, City Manager
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

ATTACHMENTS:

- 1) *Change Order*



CHANGE ORDER

Date: February 6, 2023

Bowman Consulting Group, Ltd.
13461 Sunrise Valley Drive, Suite 500
Herndon, VA 20171

Phone: 703-464-1000
Fax: 703-481-9720

Mr. Calvin O'Dell
Public Works Director
City of Manassas Park
One Park Center Court
Manassas Park, VA 20111-2395

Phone: 703-335-0019
Fax: 703-335-0053

Project Name: Upper Kent Drive Additional
Construction Administration Services -Manassas
Park Engineering Services Contract

Project #: 008291-01-031
Task #: EX001, EX002

SCOPE OF SERVICES AND FEES

As a Change Order to the Upper Kent Drive Reconstruction Project, Bowman and CES will provide an additional four (4) months of construction administration and inspection services for the expected total six (6) month construction duration. Services provided will include all necessary inspections, testing, reports, and tracking required by VDOT for Locally Administered Projects (LAPs) that will be maintained by the locality including the Materials Notebook.

EX001 –Additional Construction Phase Services (Bowman):

This task includes oversight of construction inspections Sub Consultant CEI, and assistance in responding to submittals and RFIs. This task assumes an additional construction duration of four (4) months for a total construction duration of six (6) months based on Crown Construction's current schedule. Additionally, Bowman will review pay applications and the construction schedule. Bowman will ultimately be responsible for providing complete record documentation for the City to maintain in accordance with the VDOT Locally Administered Projects (LAP) Manual. Bowman will provide the necessary SWPPP and ESC Compliance Inspections.

**Should the total construction duration exceed six (6) months additional funds may be required.*

FEE: Lump Sum of \$12,165.76

EX002 – Additional Construction Phase Inspection Services (CES):

CES will provide 3rd party inspection and testing as required by VDOT. CES will also maintain the Materials Notebook which the City is required to maintain for three (3) years after project completion per the VDOT LAP manual. Fee is based on 40 hours per week straight time for an additional construction duration of four (4) months and a total duration of six (6) months. 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.

Regular Rate for Inspector up to 40 hours per week: \$73.11 per hour

OT Rate for Inspector for any hours over 40 hours in each week: \$109.66 per hour

Regular Rate for Records Project Manager up to 40 hours per week: \$96.49 per hour

FEE: Budget Estimate of \$72,310.59

**Note: Bowman to bill based upon hours spent by Inspector and Records Project Manager plus 10%. Any remaining funds at the close of the project will be unused. Should the total construction duration exceed six (6) months additional funds may be required.*

The individual signing this change order form warrants that he/she has the authority to sign on behalf of the City. Execution of this Task Order by an authorized representative of the City constitutes authorization to proceed.

Bowman Consulting Group, Ltd.

City of Manassas Park

By: Joe Riley-Ryan

By: _____

Name Joe Riley-Ryan

Name _____

Title Project Manager

Title _____

Date _____

**EXHIBIT B
CONSULTANT TOTAL PRICE SUMMARY**

PROJECT: **Upper Kent Drive Additional Construction Admin-Manassas Park Engineering Services Contract**
CONSULTANT: **BOWMAN CONSULTING GROUP, LTD.**

1. DIRECT LABOR (Specify Labor Categories)	Estimated HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Department Executive	0	\$ 70.93	\$ -	
Senior Project Manager	16	\$ 58.54	\$ 936.64	
Project Manager	0	\$ 41.82	\$ -	
Assistant Project Manager	0	\$ 40.11	\$ -	
Engineer 1	40	\$ 30.77	\$ 1,230.80	
Engineer 2	0	\$ 29.87	\$ -	
Engineer 3	120	\$ 15.00	\$ 1,800.00	
CADD Drafter 1	0	\$ 35.01	\$ -	
CADD Drafter 2	0	\$ 27.00	\$ -	
Senior Environmental Scientist	0	\$ 60.06	\$ -	
Environmental Scientist 3	0	\$ 24.48	\$ -	
ROW Specialist 1	0	\$ 67.86	\$ -	
ROW Specialist 2	0	\$ 40.15	\$ -	
ROW Specialist 3	0	\$ 27.50	\$ -	
ROW Technician	0	\$ 25.70	\$ -	
Licensed Surveyor	0	\$ 45.03	\$ -	
Computer Tech 1	0	\$ 36.96	\$ -	
Computer Tech 2	0	\$ 22.44	\$ -	
Survey Field 1 Man	0	\$ 29.32	\$ -	
Survey Field 2 Man	0	\$ 45.79	\$ -	
Clerical	0	\$ 28.63	\$ -	
DIRECT LABOR TOTAL				\$ 3,967.44
2. INDIRECT COSTS (SPECIFY INDIRECT COST POOLS)	RATE	x BASE =	ESTIMATED COST	
	181.0%	\$ 3,967.44	\$ 7,182.65	
INDIRECT COST TOTAL				\$ 7,182.65
3. PROFIT (BLOCKS 1 + 2) x 10%		Capped at 156% Indirect Cost Rate		\$ 1,015.66
4. OTHER DIRECT COSTS	QTY	COST	ESTIMATED COST	
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION (PER MILE)		\$ 0.540	\$ -	
(2) PER DIEM		\$ -	\$ -	
(to be based on current VDOT Travel Policy)				
TRAVEL SUBTOTAL			\$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)	QTY	COST	ESTIMATED COST	
(1) Reproduction - Black and White (8.5 x 11)		\$ 0.10	\$ -	
(2) Reproduction - Color (8.5 x 11)		\$ 0.32	\$ -	
(3) Reproduction - 24 x 36 Prints Black & White (Bond)		\$ 2.04	\$ -	
(4) Reproduction - 24 x 36 Prints Color (Bond)		\$ 13.50	\$ -	
(5) Reproduction - 24 x 36 Plots (Mylar)		\$ 18.00	\$ -	
(6) Mail / Delivery		\$ 20.00	\$ -	
EQUIPMENT SUBTOTAL			\$ -	
c. SUBCONTRACTS			ESTIMATED COST	
CES - construction management			\$ 65,736.90	
Bowman mark up (10%)			\$ 6,573.69	
SUBCONTRACT SUBTOTAL			\$ 72,310.59	
TOTAL TASK ORDER FEE				\$ 84,476.35
d. OTHER (Specify Categories)			ESTIMATED COST	
OTHER SUBTOTALS			\$ -	
OTHER DIRECT COSTS TOTAL				\$ -
5. TOTAL PRICE				\$ 84,476.35

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Parks and Recreation

AGENDA ITEM 9A

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Approval of July 4th Fireworks Contract

BACKGROUND: Since 2019, Starfire Corporation has been contracted to perform the City's annual fireworks display at Signal Hill Park. Starfire designs, executes, and manages all aspects of the fireworks show. In 2017, based on the recommendation from the City's previous Fire Marshal, the City reduced the show's shell size from five inches to four (due to the proximity of housing developments surrounding the park). The change reduced the fallout zone radius by 200 feet and the average travel height by 50-100 feet (five-inch shell: 400-500 ft., four-inch shell: 400-450 ft.). The reduction in shell size had a negligible effect on the overall outcome/quality of the show. Then in 2021, under the guidance of the City's Fire Marshal, the department decided to move the display launch site from Athletic Field #1 to the nearby softball field. This change in location helped to improve overall visibility and created a number of new vantage points from which spectators could view the show.

After receiving direction from the Governing Body and City Manager following the 2022 show, staff reached out to a multitude of vendors to request quotes for an electronic firing option. By transitioning to the electronic format, the intent is to eliminate, or at least minimize, any gaps or delays caused by the traditional hand lit method, and ultimately create a more seamless and continuous show.

In early fall of 2022, staff reached out to four separate vendors to solicit proposals for both hand lit and electronic firing format options. Starfire Corporation was the only vendor to reply and has presented the following options for consideration:

Option 1: Fireworks production to align with the 2022 show, which is approximately 30 minutes in length (due to delays in between firing), and displays many of the larger 3" and 4" firework illuminations. Total cost is \$22,200.

Option 2: Fireworks production to change to an electronic firing option- still 25 minutes in length (same amount of fireworks but reduced delays between firing) and displays many of the larger 3" and 4" illuminations but eliminates, or at least minimizes, any gaps or delays caused by the traditional hand lit method, and ultimately create a more seamless and continuous show. Total cost is \$38,000.

DPR staff have spoken to numerous firework vendors, with all indicating that \$22,000 (with an expected increase of 3-4% each year) is the minimum amount a party must pay to secure a show for July 4th. While we have maintained a good working relationship and competitive price structure with the current vendor, their rates will also continue to rise moving forward, especially given the current global economic climate.

Besides the decision point for which fireworks show, City Staff is requesting changing the date to Saturday July 1st, 2023 for the following reasons:

1. No work the next day for our residents.
2. Not competing with the Manassas Fireworks Show and other Regional Fireworks Shows.

- Allows City Employees to enjoy the actual July 4th (Tuesday) holiday with their families (many of our employees have not been able to enjoy July 4th with their families for at least a decade working the event).

If it does not work out this year, we can return it to July 4th for 2024.

Consensus approval is sought for allowing us to hold the event on July 1st, 2023.

FINANCIAL IMPACT: Total: \$22,200/\$38,000	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$20,200
	Amount Spent:	\$0
	Amount Requested:	Option 1: \$22,200 Option 2: \$38,000
	Budget Line Item:	100-71300-5851-00-00-00 July 4th Contracts

STAFF RECOMMENDATION:

- That the Governing Body approve and authorize the City Manager to sign any necessary contractual documents for the purchase of July 4th fireworks from Starfire Corporation in an amount not to exceed (\$22,200.00 or \$38,000.00), as presented and subject to final City Attorney review.
- That the City Manager amend the FY 23 Budget with the additional (\$2,000 or \$17,800) in costs.

CITY MANAGER APPROVAL: Approved: <input checked="" type="checkbox"/> Not Approved: <input type="checkbox"/>	<u>Laszlo A. Palko</u> Laszlo Palko
CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	<u>Dean H. Crowhurst</u> Dean H. Crowhurst

ATTACHMENTS:

- Starfire Corporation Contract: Option1 (\$22,200)
- Starfire Corporation Contract: Option 2 (\$38,000)

**Seller reserves the right to require payment in full at time of contract execution.*

C. Additional Costs. Company reserves the right to invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs), and additional permitting fees to Company after the Display Date.

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone **800-806-4486**.

- A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.
- B. Postponement/Rescheduling Fee. In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

- C. It is understood and agreed that Company shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of Company and as specifically set forth in this Contract.

4. **Customer Responsibilities:**

- A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.
- B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent.

CUSTOMER DESIGNATED AGENT: Kaitlyn Collier

PHONE: 703-335-8872

EMAIL: k.collier@manassasparkva.gov

- C. Permits: It is Customer's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Company will prepare the paperwork for the permit application

on Customer's behalf. Upon receipt of permit, Customer must send the permit to Company no later than 30 days prior to the Display Date. Failure to do so could be grounds for default.

D. Additional Customer Responsibilities:

- i. Meeting the filing application deadline and paying all licensing and permit fees.
- ii. Obtaining local and state requirements for fireworks license for transportation and/or display.
- iii. Adherence to Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the fire zone before, during and after the Display. Any fees associated with security are sole responsibility of the Customer.
- iv. Notifying the FAA on the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to Display unless directed otherwise.

E. Security and Safety Obligations as set forth more fully in Article 5.

F. Coast Guard Permits (where necessary and required):

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

G. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. **Security and Safety:**

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "**Security**" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to or following the Display Date.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State,

municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

D. **Site Inspections:** Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer's permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction or abatement in the full Display Price.

9 **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, an interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

10. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

11. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

12. **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Prince William County, Virginia, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.

13. **Binding Effect:** This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.

14. **Signatures:** This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("**PDF**") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("**PDF Signature**"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time. ("**Electronic Signature**"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

15. **Limitation of Liability:**

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No action may be brought for any alleged breach of contract more than one (1) year after display date.

16. **Insurance:** Company agrees to procure general liability insurance. Any additional insurance that is required that incurs a cost, will be Customer's responsibility.

Company shall have customer listed as and additional insured and will provide a certificate of insurance and the relevant insurance endorsement.

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17. General Provisions:

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER: **CITY OF MANASSAS PARK, VIRGINIA**

Printed Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COMPANY: **STARFIRE CORPORATION**

Printed Name: Audrey Jean Terrizzi

Authorized Representative Title: President

Signature: _____

Date: _____



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

DISPLAY DATE: 7/1/23

INVOICE DATE: 2/24/23

Customer Name: Manassas Park
Address: 1 Park Ctr., Manassas, VA 20111
Email: k.collier@manassasparkva.gov

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Display Down Payment Due at Contract Signing	\$38,000	\$19,000
	50% Down Payment		
		SUBTOTAL	\$19,000
		TOTAL DUE	\$19,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **(814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

DISPLAY DATE: 7/1/23

INVOICE DATE: 6/1/23

Customer Name: Manassas Park
Address: 1 Park Ctr., Manassas, VA 20111
Email: k.collier@manassasparkva.gov

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Payment Balance Due 30 Days Prior to Display Date	\$19,000	\$19,000
	50% Balance Due		
		SUBTOTAL	\$19,000
		TOTAL DUE	\$19,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **(814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!



566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

FIREWORKS DISPLAY CONTRACT

Customer: Manassas Park

Display Date/Time: July 1, 2023 /09:00 PM

Display Site: 9300 Signal View Dr, Manassas, VA

Company Contract No.: 2023-236

This Contract made by and between Starfire Corporation, whose address is 566 Theatre Rd. St. Benedict, PA (hereinafter "**Company**"); and the City of Manassas Park whose address is 100 Park Central Plaza, Manassas Park, VA 20111 (hereinafter "**Customer**") (collectively the "**Parties**" and individually each a "**Party**") is made effective as of February 24, 2023. ("**Effective Date**")

WHEREAS Company designs, produces, and conducts fireworks displays; and

WHEREAS Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions. and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

1. Fireworks Display:

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the "**Display**".
- B. Start and Stop Times: The start times are best estimates depending upon location and other reasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its "**Pyrotechnician in Charge**" who is trained to present the Display.
- D. Alternate Date: (if mutually agreed to by the Parties): 7/8/23

2. Costs and Payments:

Hand Fire Display Price \$ 22,200

- A. Payment Due at Contract Signing \$11,100
- B. Payment Due at 30 Days Prior to display Date \$11,100

**Seller reserves the right to require payment in full at time of contract execution.*

C. Additional Costs. Company reserves the right to invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs), and additional permitting fees to Company after the Display Date.

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone **800-806-4486**.

- A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.
- B. Postponement/Rescheduling Fee. In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

- C. It is understood and agreed that Company shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of Company and as specifically set forth in this Contract.

4. **Customer Responsibilities:**

- A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.
- B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent.

CUSTOMER DESIGNATED AGENT: Kaitlyn Collier

PHONE: 703-335-8872

EMAIL: k.collier@manassasparkva.gov

- C. Permits: It is Customer's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Company will prepare the paperwork for the permit application

on Customer's behalf. Upon receipt of permit, Customer must send the permit to Company no later than 30 days prior to the Display Date. Failure to do so could be grounds for default.

D. Additional Customer Responsibilities:

- i. Meeting the filing application deadline and paying all licensing and permit fees.
- ii. Obtaining local and state requirements for fireworks license for transportation and/or display.
- iii. Adherence to Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the fire zone before, during and after the Display. Any fees associated with security are sole responsibility of the Customer.
- iv. Notifying the FAA on the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to Display unless directed otherwise.

E. Security and Safety Obligations as set forth more fully in Article 5.

F. Coast Guard Permits (where necessary and required):

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

G. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. **Security and Safety:**

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "**Security**" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to or following the Display Date.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State,

municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

D. **Site Inspections:** Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer's permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction or abatement in the full Display Price.

9 **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, an interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

10. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

11. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

12. **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Prince William County, Virginia, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.

13. **Binding Effect:** This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.

14. **Signatures:** This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("**PDF**") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("**PDF Signature**"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time. ("**Electronic Signature**"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

15. **Limitation of Liability:**

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No action may be brought for any alleged breach of contract more than one (1) year after display date.

16. **Insurance:** Company agrees to procure general liability insurance. Any additional insurance that is required that incurs a cost, will be Customer's responsibility.

Company shall have customer listed as and additional insured and will provide a certificate of insurance and the relevant insurance endorsement.

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17. General Provisions:

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER: **CITY OF MANASSAS PARK, VIRGINIA**

Printed Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COMPANY: **STARFIRE CORPORATION**

Printed Name: Audrey Jean Terrizzi

Authorized Representative Title: President

Signature: _____

Date: _____



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

DISPLAY DATE: 7/1/23

INVOICE DATE: 2/24/23

Customer Name: Manassas Park
Address: 1 Park Ctr., Manassas, VA 20111
Email: k.collier@manassasparkva.gov

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Display Down Payment Due at Contract Signing	\$22,200	\$11,100
	50% Down Payment		
		SUBTOTAL	\$11,100
		TOTAL DUE	\$11,100

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **(814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

DISPLAY DATE: 7/1/23

INVOICE DATE: 6/4/23

Customer Name: Manassas Park
Address: 1 Park Ctr., Manassas, VA 20111
Email: k.collier@manassasparkva.gov

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Payment Balance Due 30 Days Prior to Display Date	\$11,100	\$11,100
	50% Balance Due		
		SUBTOTAL	\$11,100
		TOTAL DUE	\$11,100

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **(814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Fire and Rescue Department

Agenda item 9B

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: FEMA SAFER GRANT AWARD

BACKGROUND: In February 2022, the Fire and Rescue Department with assistance from Merchant McIntyre (City contracted grants consultant), submitted a FEMA request for the Staffing for Adequate Fire and Emergency Response Grant (SAFER). The grant had a focus area of acquiring the needed staffing for the ladder truck- a component required for response to fires per the National Fire Protection Association (NFPA) standards (the City is currently dependent on the County and City of Manassas for this support). The staffing requirements for this grant followed and were outlined in 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). The SAFER grant application and review process focused heavily on the department's ability to provide adequate and efficient fire department services to its community. Those localities demonstrating the need for assistance due to staffing shortages scored very well. In demonstrating the City of Manassas Park's Fire and Rescue Department does not have staffing capacity to staff a ladder truck accompanied by the documentation from prior ISO inspections supported this request. The City has shown continual growth over the last 25 years, without increasing its life safety capabilities to combat the need to enhance its service delivery to the community residents and business owners.

The SAFER grant intends to cover 3 years of salary and benefits for the required 15 new Fire employees. This grant will cover most of the salary and benefits for the Fiscal Years of FY24, FY25, and FY26 (see below on how market salaries outpaced the grant award). The amount of this grant is in the sum of **\$3,582,866.25**, which requires the fire and rescue department to either accept or decline

the award within 30 days from the announcement date of 02/13/2023.

The City will have some added expenses with hiring the requested personnel. The need for uniforms, personal protective equipment, Health and Wellness services, and professional services are not included in this grant funding. The associated cost over the 3-year period will be \$291,214.82- \$147,875 in FY 24, \$70,610.75 in FY 25, and \$72,729.07 in FY 26. In addition, the City will need to cover approximately \$60,500 per year in market salary amounts above the grant allotment (the grant provided us \$51,800 per firefighter, we will be advertising at \$55,000 to be able to recruit Firefighters in this market) for a total of \$181,500. Fortunately, the City has budgeted \$440K over this same time period to add 3 fire medics to begin building staffing for the ladder truck. This \$440K will now be utilized as the City's match to the Federally funded 15 positions. However, a shortfall of \$31,933.57 exists that the City will need to add to the budget- \$440,781.25 in revenues minus \$291,214.82 (support items) and \$181,500 (salary and benefit overages). **Thus, we are requesting to spend \$32K over the next 3 years to have 15 firefighters instead of 3 for ladder truck staffing. See budget table comparisonss below:**

15 Firefighters Option (3 Year Budget)	
Budget Available:	\$ 4,023,647.50
SAFER Grant:	\$ 3,582,866.25
Budgeted already:	\$ 440,781.25
Total Costs:	\$ 4,055,581.07
SAFER Positions Base Salaries + Benefits	\$ 3,582,866.25
Associated Costs (Uniforms, PPE, etc.):	\$ 291,214.82
Market Salary Contributions:	\$ 181,500.00
Net:	\$ (31,933.57)

3 Firefighters Option (3 Year Budget)	
Budget Available:	\$ 440,781.25
Budgeted already:	\$ 440,781.25
Total Costs:	\$ 440,781.25
Budgeted already:	\$ 440,781.25
Net:	\$ -

The new staffing model will provide the City its highest level of life safety service delivery in department history. As the City nears the end of the grant period, we will apply for additional funding to continue staffing the 15 personnel.

Please see current staffing comparisons to comparable jurisdictions and the updated staffing by approving this grant:

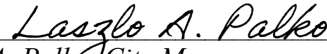
FY 23 FTE					
Departments	Manassas Park	Average of Others	Fairfax	Fredericksburg	Manassas
Fire & Rescue	29	76	89.5	65	72
Total	29	75.5	89.5	65	72

FY 24 FTE (by accepting SAFER Grant)					
Departments	Manassas Park	Average of Others	Fairfax	Fredericksburg	Manassas
Fire & Rescue	44	76	89.5	65	72
Total	44	75.5	89.5	65	72

*Note: Falls Church outsources Fire & Rescue to Arlington County.

FINANCIAL IMPACT: Total: \$472,714.82 over 3 years FY24, FY25, FY26 (\$31,933.57 of additional budget needed)	Budgeted:	YES X NO
	Amount Budgeted:	\$440,781.25
	Amount Spent:	\$0
	Amount Requested:	\$472,714.82
	Budget Line Item:	TBD- 3 Fire Medics- Ladder Truck Step 1

STAFF RECOMMENDATION: That the Governing Body approve and authorize the City Manager to accept the SAFER Grant Funding from FEMA in the amount of \$3,582,866.25, as presented, and subject to final City Attorney review.

CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: _____	 _____ <i>Laszlo A. Palko</i> City Manager
CITY ATTORNEY APPROVAL: Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

ATTACHMENTS:

- 1) *FEMA AWARD PACKAGE*

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 02/09/2023



James Soaper
CITY OF MANASSAS PARK
9080 MANASSAS DRIVE
MANASSAS PARK, VA 20111

EMW-2021-FF-01900

Dear James Soaper,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$3,582,866.25 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P.S. Williams", is located below the "Sincerely," text.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MANASSAS PARK

UEI-EFT: ZN8ZFJ9KHNG5

DUNS number: 014119991

Award number: EMW-2021-FF-01900

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$777,000.00	\$777,000.00	\$777,000.00	\$2,331,000.00
Fringe benefits	\$417,288.75	\$417,288.75	\$417,288.75	\$1,251,866.25
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,194,288.75	\$1,194,288.75	\$1,194,288.75	\$3,582,866.25
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,194,288.75	\$1,194,288.75	\$1,194,288.75	\$3,582,866.25
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Total Annual Salary Per Position = \$51,800.00 Total Annual Fringe Per Position = \$27,096.70
 Total Per Position = \$78,896.70 The full detailed breakdown of the Department's standard fringe benefits package for the positions requested in this application is as follows: Holiday Pay (4.81%) = \$2,490.38 FICA (6.20%) = \$3,211.60 Medicare (1.45%) = \$751.10 VA Retirement System (10.05%) = \$5,205.90 VRSG (0.54%) = \$279.72 Health Insurance (29.26%) = \$15,158.00 Line of Duty yearly fee = \$722.55 annually per FF

NUMBER OF FIREFIGHTERS

15

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$51,800.00	\$27,819.25	\$79,619.25
Year 2	\$51,800.00	\$27,819.25	\$79,619.25
Year 3	\$51,800.00	\$27,819.25	\$79,619.25
3 Year Total	\$3,582,866.25		

Agreement Articles

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MANASSAS PARK

UEI-EFT: ZN8ZFJ9KHNG5

DUNS number: 014119991

Award number: EMW-2021-FF-01900

Table of contents

**Article Assurances, Administrative Requirements, Cost Principles, Representations and
1 Certifications**

**Article General Acknowledgements and Assurances
2**

**Article Acknowledgement of Federal Funding from DHS
3**

**Article Activities Conducted Abroad
4**

**Article Age Discrimination Act of 1975
5**

**Article Americans with Disabilities Act of 1990
6**

**Article Best Practices for Collection and Use of Personally Identifiable Information
7**

**Article Civil Rights Act of 1964 – Title VI
8**

**Article Civil Rights Act of 1968
9**

**Article Copyright
10**

**Article Debarment and Suspension
11**

**Article Drug-Free Workplace Regulations
12**

**Article Duplication of Benefits
13**

**Article Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14**

**Article E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices
15 to Enhance Public Trust and Public Safety**

**Article Energy Policy and Conservation Act
16**

**Article False Claims Act and Program Fraud Civil Remedies
17**

**Article Federal Debt Status
18**

**Article Federal Leadership on Reducing Text Messaging while Driving
19**

**Article Fly America Act of 1974
20**

**Article Hotel and Motel Fire Safety Act of 1990
21**

**Article John S. McCain National Defense Authorization Act of Fiscal Year 2019
22**

**Article Limited English Proficiency (Civil Rights Act of 1964, Title VI)
23**

**Article Lobbying Prohibitions
24**

**Article National Environmental Policy Act
25**

**Article Nondiscrimination in Matters Pertaining to Faith-Based Organizations
26**

**Article Non-Supplanting Requirement
27**

Article	Notice of Funding Opportunity Requirements	28
Article	Patents and Intellectual Property Rights	29
Article	Procurement of Recovered Materials	30
Article	Rehabilitation Act of 1973	31
Article	Reporting of Matters Related to Recipient Integrity and Performance	32
Article	Reporting Subawards and Executive Compensation	33
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	34
Article	SAFECOM	35
Article	Terrorist Financing	36
Article	Trafficking Victims Protection Act of 2000 (TVPA)	37
Article	Universal Identifier and System of Award Management	38
Article	USA PATRIOT Act of 2001	39
Article	Use of DHS Seal, Logo and Flags	40
Article	Whistleblower Protection Act	41
Article	Environmental Planning and Historic Preservation (EHP) Review	42
Article	Applicability of DHS Standard Terms and Conditions to Tribes	43
Article	Acceptance of Post Award Changes	44
Article	Disposition of Equipment Acquired Under the Federal Award	45
Article	Prior Approval for Modification of Approved Budget	46
Article	Indirect Cost Rate	47
Article	Award Performance Goals	48

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>

<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.</p>

<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>
<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>

<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited-and-additional-resources on http://www.lep.gov.</p>
<p>Article 24</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<p>Article 25</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

<p>Article 26</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.</p>
<p>Article 27</p>	<p>Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p>Article 28</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p>Article 29</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p>Article 30</p>	<p>Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
<p>Article 31</p>	<p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32**Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33**Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35	<p>SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.</p>
Article 36	<p>Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.</p>
Article 37	<p>Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.</p>
Article 38	<p>Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.</p>
Article 39	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.</p>
Article 40	<p>Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
Article 41	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46	<p>Prior Approval for Modification of Approved Budget</p> <p>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
Article 47	<p>Indirect Cost Rate</p> <p>2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
Article 48	<p>Award Performance Goals</p> <p>FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.</p>

Obligating document

1. Agreement No. EMW-2021-FF-01900	2. Amendment No. N/A	3. Recipient No. 546022048	4. Type of Action AWARD	5. Control No. WX00796N2023T
6. Recipient Name and Address CITY OF MANASSAS PARK 9080 MANASSAS DR MANASSAS PARK, VA 20111		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer James Soaper	9a. Phone No. 5712214164	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	10a. Phone No. 1-866-274-0960
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11. Effective Date of This Action 02/09/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/08/2023 to 08/07/2026 Budget Period 08/08/2023 to 08/07/2026
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15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2023-FD-GF01 - P410-xxxx-4101-D	\$0.00	\$3,582,866.25	\$3,582,866.25	\$0.00
Totals			\$0.00	\$3,582,866.25	\$3,582,866.25	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 02/09/2023

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: City Manager

AGENDA ITEM 9C

MEETING DATE: March 7, 2023

SUBJECT/TOPIC: Downtown Garage (shared VRE and City Garage) Funding

BACKGROUND: In the Fall of 2017, the City received a report from the VRE about developing a garage in the City of Manassas Park to support expanded ridership in this strategic VRE Station (see attachment 1). The report included an analysis of potential locations for the garage. While the “Car Repair Site” (current planned location) was considered the best option, it was privately owned thus the City selected the “Bays Site”. Unfortunately, the “Bays Site” was too far away from the “4 Corners” area (Manassas Drive-Market Street-Park Central Plaza intersection) that StreetSense (an Economic Consultant for the City) informed the City was the only viable market locations for retail/restaurant development.

In 2018/2019, the City manager took the StreetSense concept plan for the downtown and began marketing it to developers to solicit interest in investments into the downtown. In the Fall of 2019, the City received a PPEA solicitation from Norton Scott for the development of Phase III of the downtown. A key component of this downtown development initiative was that Norton Scott was able to buy the “Car Repair Site” so that the downtown garage could be centrally located to support successful commercial development. This garage location would also enable the City to renegotiate the parking covenants that it was bound to by the original City Center development (now Parq 170) as the new parking garage would better enhance downtown parking for all users (without this renegotiation the new downtown could not be developed). The City quickly pivoted and informed the VRE that it wanted the Garage to be located at the “Car Repair Site”. The VRE agreed to this, however they were already at 60% design completion for the “Bays Site”. The City had to sign a new agreement with the VRE to pay for the updated design at the new location and to also cover any overages above the \$23M+ they had secured for construction of the garage due to the one year delay in the project that the relocation would result in. Please see attachment 2 for the agenda item for the new agreement with more background information.

Unfortunately, with COVID-19 induced inflation, the bids came back at \$8.6M more than the available budget. Fortunately, our Transportation Manager was able to secure \$2.5M in I-66 Funding for the project in 2022 in anticipation of inflation induced overages. This reduces the overage to \$6.1M. Fortunately again, our Transportation Manager was able to identify another grant opportunity via DRPT for this project. Luckily, the City and the VRE applied for \$6.1M (only \$29K short of the overage- \$6,129,909.00 overage minus \$6,101,000.00 grant revenue) in anticipation of the potential bid overages (please note: that the Transportation Manager **has saved the Downtown** through his proactive search for funding opportunities in anticipation of inflation induced overages and should be commended for his efforts). The City and VRE hope to be informed about the results of this grant application over the next few months. In the meantime, however, before the VRE can take the lowest bid back to the NVTC/PRTC Boards for approval to award the contract and get started with construction this summer, they need assurances from the City that we will cover this \$6.1M budget shortfall **even if** we do not secure the DRPT grant.

The City needs to provide assurances to the VRE that we will fund the budget shortfall so the project can proceed without further delays and increased costs. The City will need the assistance of our Mayor and City Councilmembers to engage with our elected state representatives to push for

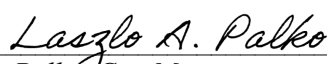
approval of the DRPT grant and to also request additional NVTA 70% funds to help us fund this shortfall to minimize the financial risk to our City if the DRPT grant is not awarded or not fully awarded.

In terms of funding sources that we can tap into, while not ideal or preferred, the City has the following available:

Source	Amount	Comments
Phase III Project Fund:	\$ 2,308,875.00	The City planned for its share of parking spaces and put funding in the Phase III project fund. Preference is to hold this money for the City Hall Annex.
ARPA Facility:	\$ 1,000,000.00	Redirect ARPA funding if needed- note that Transportation is now a permitted expenditure in ARPA.
NVTA:	\$ 1,820,820.89	FY 25 Fund Balance position for our NVTA 30% Fund Balance. We risk depleting our NVTA Fund Balance.
Norton Scott Land Contribution:	\$4,530,034.05	This is net funding that we have in the bank from the Phase III development. The City Manager wanted to hold on to this money to pay for any City Hall rent payment gaps as the residential buildout occurs and then to transfer remaining funds to the Proffer Fund to provide our annual NVTA 30% contribution requirements.
Total:	\$ 9,659,729.94	

FINANCIAL IMPACT: Total: \$6,129,909	Budgeted:	YES <u>X</u> NO _____ *Short of total needed
	Amount Budgeted:	\$2,308,875 (Phase III Project Fund)
	Amount Spent:	\$0
	Amount Requested:	\$6,129,909
	Budget Line Item:	Phase III Project Budget

STAFF RECOMMENDATION: That the Governing Body authorize the City Manager to notify the Virginia Railway Express leadership team that the City will cover the budget overage for the Downtown Garage so that they may proceed with awarding a construction contract to the lowest bidder and begin constructing the garage summer of 2023.

CITY MANAGER APPROVAL: Required: <u> x </u> Not Required: _____	 _____ <i>Laszlo A. Palko</i> City Manager
CITY ATTORNEY APPROVAL: Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

ATTACHMENTS:

- 1) *Fall 2017 VRE Garage Location Analysis Report*
- 2) *December 2020 VRE Garage Agreement Agenda Item*

VRE Manassas Park Station Parking Expansion Alternatives Analysis

Summary Report

September 18, 2017



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Table of Contents

1.0 Introduction	1
2.0 Summary of Existing Conditions.....	3
3.0 Parking Demand Forecast.....	17
4.0 Site Assessment.....	20
5.0 Selection of Preferred Parking Expansion Site	42
6.0 Estimated Cost.....	45
7.0 Funding Options	46
Appendices.....	

List of Figures

1 Existing VRE Manassas Station and Surface Parking	3
2 City of Manassas Park Redevelopment Districts.....	5
3 Existing Zoning in and near the Study Area	7
4 Planned Developments in Manassas Park and NE Prince William Co.....	8
5 Multimodal Access and Circulation at the VRE Manassas Park Station.....	10
6 Avg. Daily Parking Counts for VRE Manassas Park Station (July 2013-June 2016)	12
7 March 2016 Daily Parking Counts at VRE Manassas Park Station.....	13
8 Weekday Morning Parking Fill Behavior (September 2016).....	14
9 VRE Manassas Park Station Slope Analysis	15
10 Existing Utilities in the VRE Manassas Park Station Study Area.....	16
11 Candidate Sites for VRE Manassas Park Station Parking Expansion	21
12 Estimated Surface Parking Area Required for 560 Spaces.....	25
13 Existing VRE Surface Parking Lots	27
14 City Hall Site Parking Structure Concept.....	29
15 Millicent Site Parking Structure Concept	31
16 Millicent and Truck Driving School Site Parking Structure Concept.....	33



17	Car Repair Site Parking Structure Concept.....	35
18	Bays Site Parking Structure Concept.....	37
19	South Corner Site Parking Structure Concept.....	39
20	City Center Development Concept with Candidate Garage Locations.....	40
21	Concept for Pedestrian Bridge Connection.....	41
22	Concept for Pedestrian Tunnel Connection.....	41
23	Summary Evaluation Matrix for Candidate Parking Expansion Sites.....	44

List of Tables

1	Existing Parking Supply at VRE Manassas Park Station.....	11
2	Mode of Arrival for VRE Manassas Park Station Patrons.....	17
3	VRE Manassas Park Station Forecasted Daily Boardings (2040).....	18
4	VRE Manassas Park Station Parking Forecast (2020, 2030, and 2040).....	18
5	2040 VRE Manassas Park Station Parking Demand Forecast by Scenario.....	19
6	Summary of Pros and Cons for Each Candidate Parking Expansion Site.....	42
7	VRE Manassas Park Station Parking Expansion Cost Estimate.....	45



1.0 Introduction

Parking at the Virginia Railway Express (VRE) Manassas Park station is over-subscribed. The parking lot often fills up prior to the last train departing the station. With future ridership, and consequently parking demand, forecasted to increase at this station, VRE initiated a study in fall 2016 to investigate parking expansion needs and alternatives for the VRE Manassas Park station.

The goal of the parking expansion study was to determine the additional number of parking spaces required, as well as to evaluate potential sites and identify a preferred site for the planned parking expansion. Other considerations included connection to a future second platform and a design that would fit with the vision for the City Center Redevelopment District, a proposed transit-accessible high-density mixed-use town center of Manassas Park.

The study included an assessment of existing conditions, environmental documentation, and analysis of locations and design alternatives for the proposed parking facility. Based on the analysis and review of candidate alternatives, including consideration of public input, VRE identified the preferred location, size, and design of the proposed parking facility, and the type of grade-separated pedestrian access to the existing platform.

Throughout the process, VRE has been working closely with the City of Manassas Park and the public to gather feedback and gain consensus on the proposed parking expansion. VRE presented at the Governing Body meetings on September 6, 2016; October 18, 2016; and May 16, 2017; and also held Town Hall Meetings on November 1, 2016 and June 20, 2017.

These meetings provided opportunities for the City and other stakeholders to learn about the project and provide comments on the results of each step in the process. Based on the input received during these meetings, VRE worked with City staff to address comments and as appropriate incorporate the feedback into the project. The comments provided generally included questions or suggestions related to the following topic areas:

- Location and size of the proposed garage
- Access to the garage



- Architectural treatment and other design features of the garage
- Pedestrian access between the garage and the VRE platform

Additional meetings with the Governing Body and stakeholders will occur during the next phases of the project.



2.0 Summary of Existing Conditions

Land Use

The VRE Manassas Park station is located at 9300 Manassas Drive in Manassas Park, Va. (Figure 1). The station is the third-to-last station on VRE's Manassas Line, which provides commuter rail service between Broad Run station in Prince William County, VA, and Union Station in Washington, D.C. The station includes a single, 710-foot long platform located on the east side of the Norfolk Southern (NS) Washington District Main Line at Milepost 30.5. The station features a circular Kiss-and-Ride drop-off area and two surface lots and adjacent on-street parking with 616 parking spaces, including Americans with Disabilities Act (ADA) compliant parking spaces.



Figure 1 Existing VRE Manassas Park Station and Surface Parking

The City of Manassas Park is largely built out, with a traditional suburban development pattern dominating. The City's land use plan recognizes that future land use and development pattern changes will likely occur through redevelopment, and identifies three districts for such activity: City Center, Conner Center, and Four Corners (Figure 2).

- The **City Center Redevelopment District** encompasses the existing VRE station and parking, extending north to Euclid Avenue. This district is envisioned to become a high-density mixed-use town center, with commercial and office uses supplemented by multi-family housing. The district, for which the VRE station is an integral component, will be designed to accommodate all transportation modes.
- The **Conner Center Redevelopment District** is located west of the Norfolk Southern Tracks and east of City Hall, and is adjacent to the City Center District. The Conner Center District will transition from predominantly industrial land use and development pattern to a mixture of light industrial and office. The proposed land use changes and proximity to the VRE station provide opportunities for increased ridership and activity around the station.
- The **Four Corners Redevelopment District** is located along the portion of Route 28 that runs through the City of Manassas Park, and centers on the intersection of Route 28 and Manassas Drive. This district is envisioned as a primary retail commercial hub and a gateway for the city, building on existing retail uses in the area.





Figure 2 City of Manassas Park Redevelopment Districts

The study area is located wholly within the City Center Redevelopment District. The district encompasses an area of approximately 110 acres, including the VRE station, that extends along Manassas Drive from Euclid Avenue to properties on the east side of Digital Drive. The purpose of this district is to encourage an integrated mixture of commercial, office and residential uses. City Center will be a mixed-use and pedestrian-friendly district supporting a diversity of activities and land uses in the area. The mix may include commercial, office, retail, restaurants, hotels, multifamily rental and owner-occupied housing, structured garage and street parking, along with pedestrian walkways and sidewalks that incorporate established City Center streetscape enhancements.

It is anticipated that multiple parcels of land will be consolidated within the City Center Redevelopment District to create higher density, urban, mixed-use developments. Density is intended to be carefully considered, with taller buildings stepping down to complement adjacent areas. Design guidelines envision a unified streetscape and an established building wall located close enough to primary

roadways to make pedestrians feel secure, but far enough away from the roadway to provide an adequate buffer from traffic, space for the streetscape elements, and outdoor dining in appropriate locations.

This type of development pattern is transit supportive, providing a higher concentration of people and activity within close proximity of the VRE station. Residents within this district benefit from having easy access to a transportation option that connects them to some of the region's largest job centers. Incorporating a mix of other activities can also benefit those commuters traveling from a further distance to the VRE station by providing them with retail opportunities within a short walk of both the train and their parked vehicle.

The study area is primarily zoned as I-1 (Industrial) and A-1 (Agricultural), with the southernmost portion of the area along Manassas Drive zoned as B-1 (Neighborhood Business) and B-2 (General Business). The land immediately northwest of the study area is zoned as MU-D (Downtown Mixed-Use), a zoning district that the city created for the purpose of implementing its vision for City Center. The PUD (Planned Unit Development) zoning district is also acceptable within City Center, provided that the residential component of the subject area's development does not comprise more than 40% of the development's total floor area without a waiver having first been approved. Figure 3 shows existing zoning within and surrounding the study area.



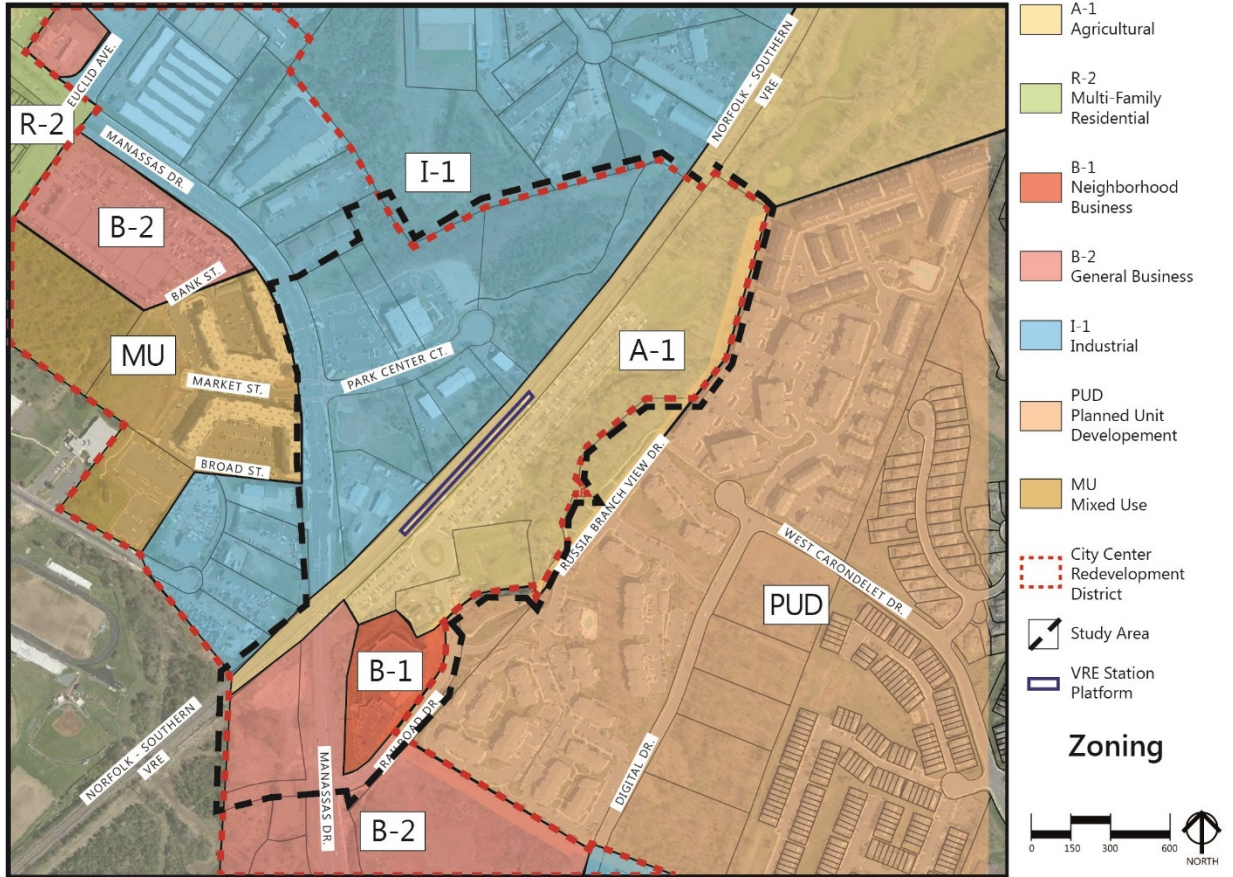


Figure 3 Existing Zoning in and near the Study Area

In addition to planned and potential development associated with City of Manassas Park redevelopment districts, substantial additional development is planned for northeastern Prince William County (Figure 4). The county has approved construction of Richmond Station and Walker’s Station, both located within a half mile of the VRE Manassas Park station. In total, more than 2,500 units of single-family, multifamily, and townhouse dwellings are planned for Prince William County within three miles of the station. These developments will increase population density in the area, generating additional vehicular traffic and increased demand for VRE service.

VRE developed estimates for future ridership at Manassas Park as part of the Gainesville-Haymarket Extension Study (as of July 2016). That study estimated increases in boardings, which are described in Section 3.0 of this report.

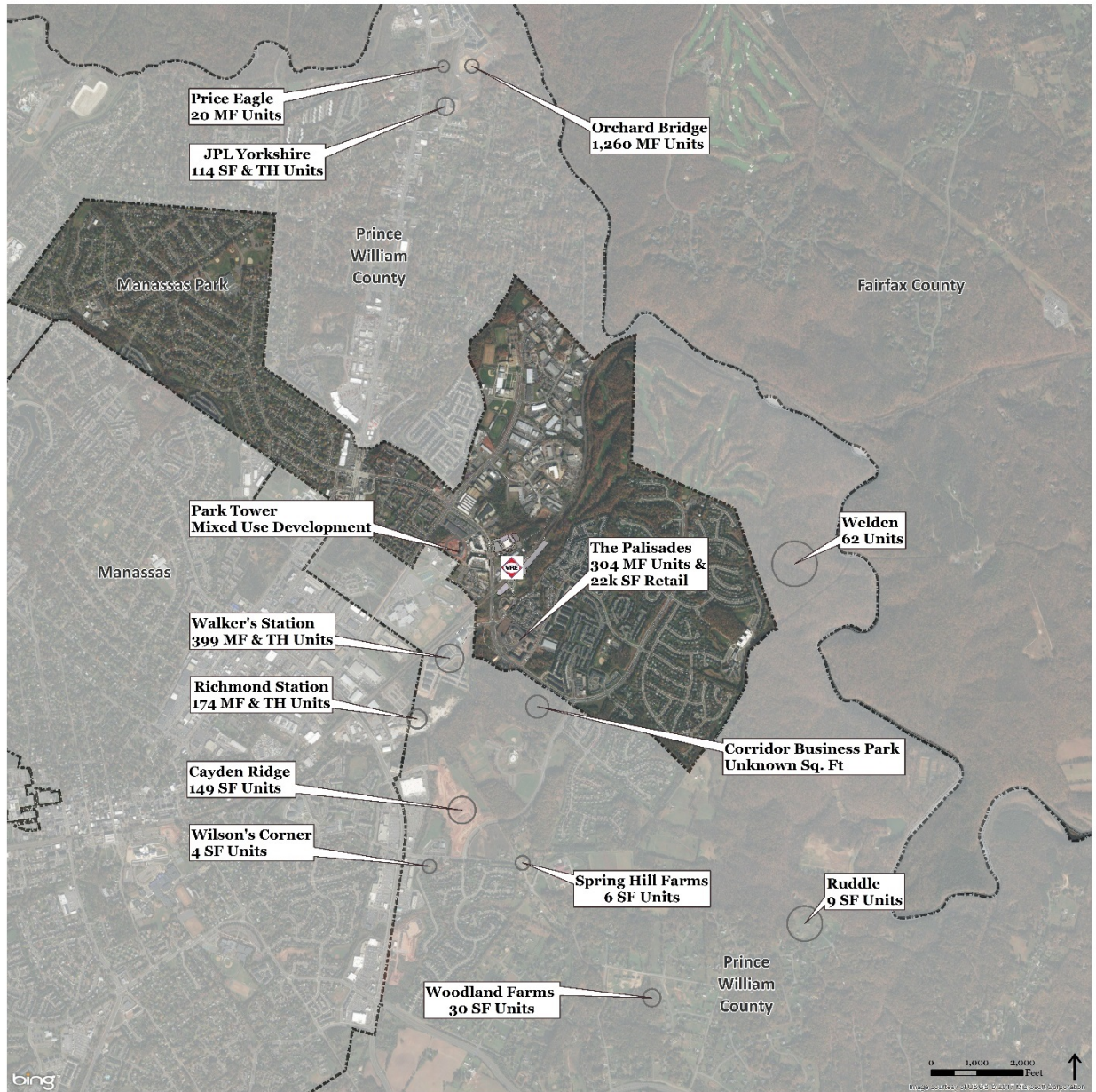


Figure 4 Planned Developments in Manassas Park and northeastern Prince William County

Transportation

Manassas Drive, a four-lane minor arterial roadway, provides the primary vehicular access to the study area. Manassas Drive provides connectivity to Route 28/Centerville Road to the west, which in turn provides access I-66; and to Signal View Drive to the east, which connects to Prince William Parkway. Railroad Drive provides access to the VRE Manassas Park station surface parking lots from Manassas Drive.



VRE rider surveys show that most VRE riders (91 percent) access the station by driving. Traffic counts show that approximately 40 percent of the vehicles arriving at the VRE Manassas Park station parking lot come from the north and 60 percent come from the south.

There are three (3) existing signals in the study area along Manassas Drive: One at Euclid Avenue, one at Park Center Court and one at Railroad Drive (Figure 5). Each of these intersections have different operating characteristics related to the volume of traffic and function of the intersection. There is also an at-grade railroad crossing on Manassas Drive where it crosses the Norfolk Southern tracks. Overflow parking in the City Hall lot can be accessed via Park Center Court or through a separate driveway entrance on the north end of the City Hall lot.

In addition to vehicular access, the VRE Manassas Park station can be accessed by walking, biking, and public transit. The surrounding area features good pedestrian connectivity, with sidewalks along most streets and around the VRE station. Most of the people arriving by foot travel from the nearby apartments or townhomes. A shared-use path connects Signal Hill Park on Signal View Drive with Railroad Drive. Potomac and Rappahannock Transportation Commission (PRTC) provides local bus service that stops on Manassas Drive near the VRE station, with service every 60-75 minutes between 5:15 a.m. and 8:25 p.m. Relatively few people access the station by bike or bus.

Figure 5 shows the multimodal access and circulation in and around the study area.



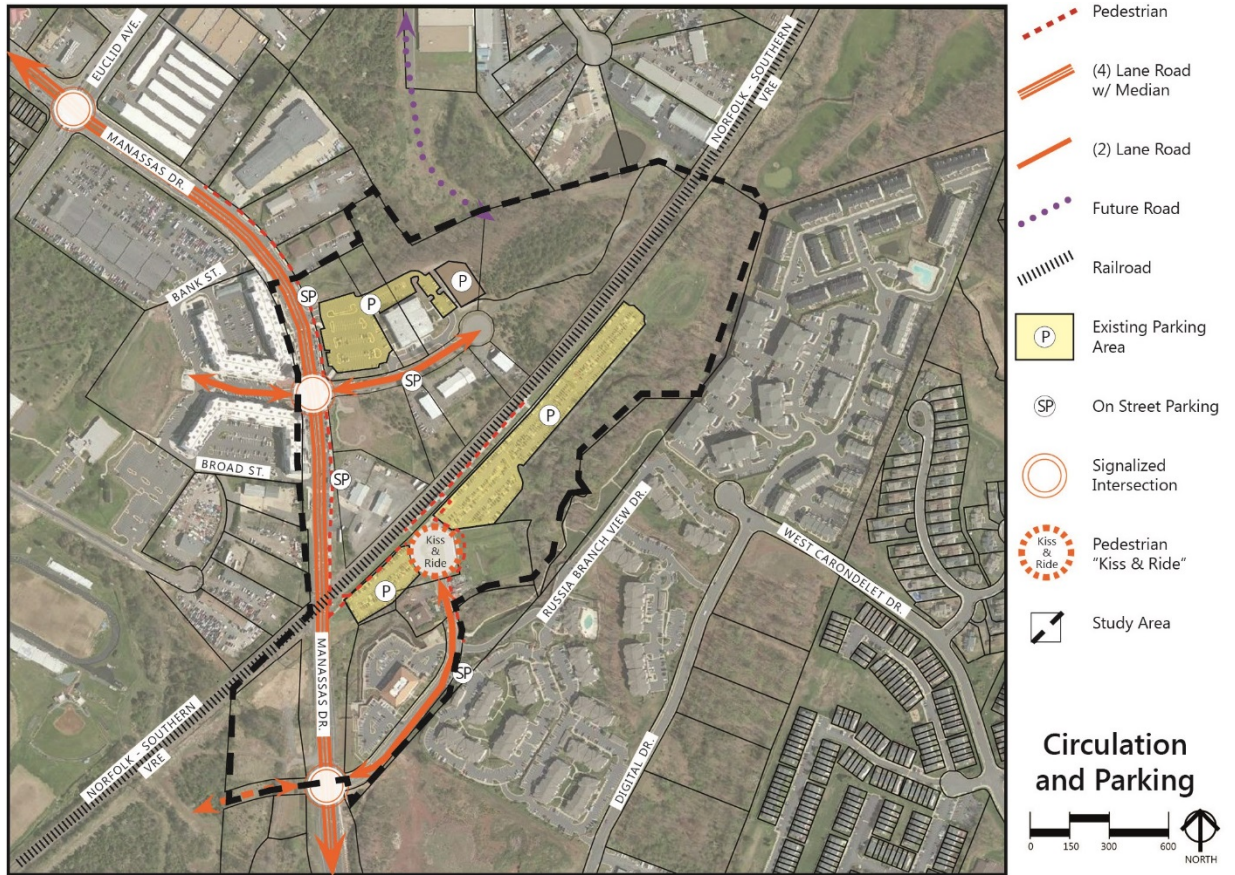


Figure 5 Multimodal Access and Circulation at the VRE Manassas Park Station

Parking

Parking Capacity

Parking at the VRE Manassas Park station is currently accommodated through a combination of a surface lot at the station with 596 parking spaces. The lot is located at the end of Railroad Drive, directly south of the rail line and station platform. VRE riders also use nearby on-street parking on Railroad Drive and Manassas Drive, temporary spaces on Park Center Court, as well as two parking lots at City Hall. Table 1 shows a breakout of parking capacity by location.

The parking along Park Center Court is signed as temporary parking for VRE patrons, allowing riders to park on the shoulder during periods when other parking options are full.

Table 1 Existing Parking Supply at VRE Manassas Park Station

Parking Area	Space Count
VRE Surface Lot	596
Railroad Drive (on-street)	20
Manassas Drive (on-street)	42
City Hall Lot	146
City Hall Gravel Lot	50
Park Center Court (on-street)	29
Grand Total	883

Parking Utilization

A review of parking data provided by VRE indicates that lot counts can vary month-to-month, with a small drop in parked vehicles observed during the months around major holidays, periods of significant weather events that impact operation of the federal government, and summers. Average parking counts for the Manassas Park Station have increased since the summer of 2013 (Figure 6). This increase is in line with recent ridership data for the same period of time, which shows a small growth in boardings at the Manassas Park Station since 2013. The most recent 12-month period of count data – from July 2015 to June 2016 – showed an average of 600 occupied parking spaces in the VRE lot.

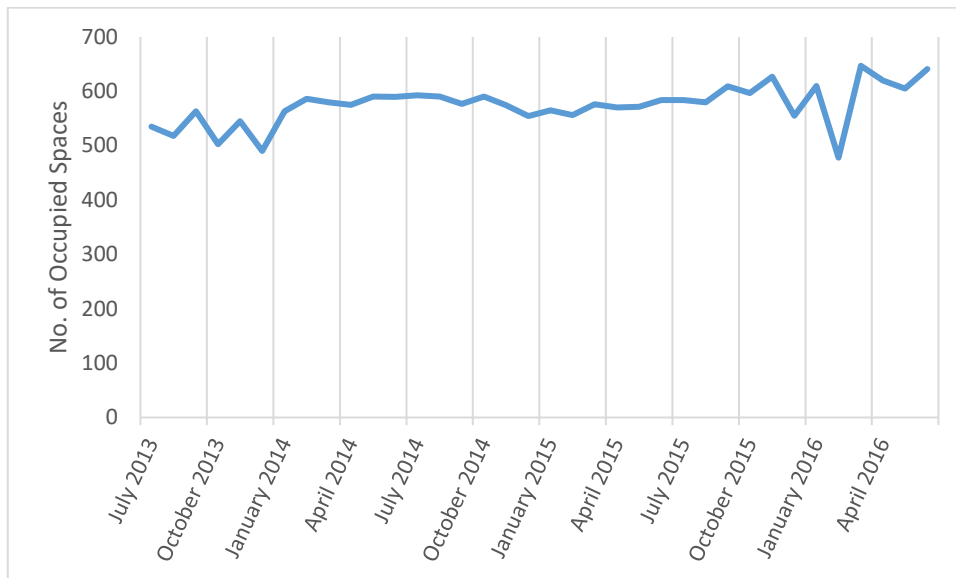


Figure 6 Average Daily Parking Counts for VRE Manassas Park Station (July 2013 – June 2016)



Daily parking counts for March 2016 (a month without a widely observed holiday) were reviewed to observe daily patterns of parking activity. The data showed that the surface lots reached capacity every day except for Friday, with Wednesdays having the highest number of parked vehicles (Figure 7). Both Monday and Friday typically had fewer parked vehicles, with Friday consistently the lowest. This drop is likely associated with many federal government employees telecommuting or opting for flex scheduling.

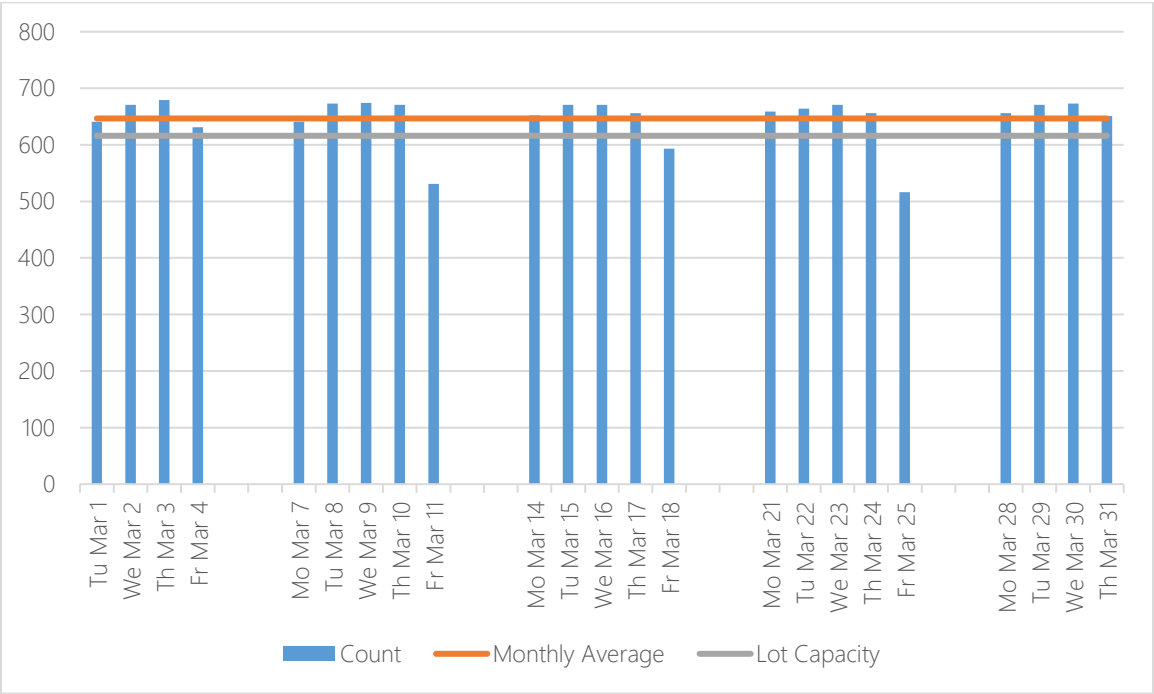


Figure 7 March 2016 Daily Parking Counts at the VRE Manassas Park Station

Parking counts collected on a Wednesday in September 2016 reflected similar utilization, with both VRE lots and the on-street parking along Railroad Drive to be 100 percent utilized. The count data showed an additional 44 riders parked on Manassas Drive (10), Park Center Court (6), and in the City Hall lot (28) and walked to the station. Ten riders were observed parking in the lot of the office building on Railroad Drive and walking to the station. In total, 670 VRE patrons drove and parked to ride the train that day.

On a typical weekday, the VRE parking lot is the first to fill, and, as it reaches capacity, riders will park along Railroad Drive and Manassas Drive and in the City Hall paved lot. Figure 8 shows the pattern of the VRE lot filling up on the morning



observations were collected. Daily parking counts for March 2016 and observations conducted in September 2016 indicated that the VRE Manassas Park station surface lots and the on-street parking on Railroad Drive reached capacity every weekday except for Friday.

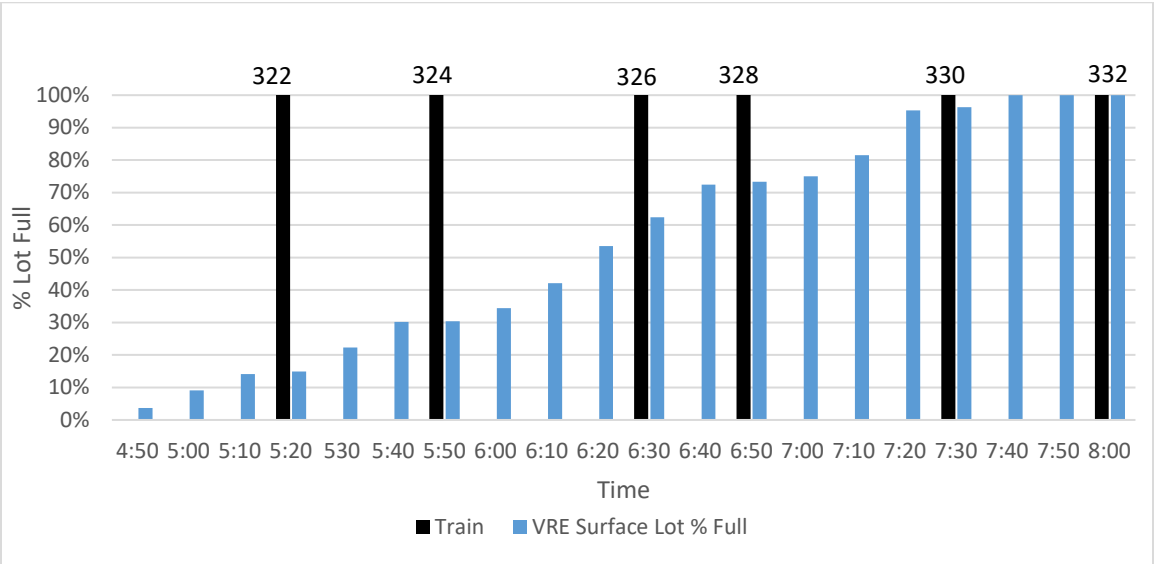


Figure 8 Weekday Morning Parking Fill Behavior (September 2016)

Observations of the Kiss-and-Ride area at the VRE Manassas Park station indicated that people do not necessarily drop off and pick up within the designated area. In addition, multiple crosswalks around the existing Kiss-and-Ride circular drive appear to be confusing to some VRE patrons.

Hydrology

Most of the VRE Manassas Park station study area drains to Russia Branch, which lies south of the rail line and connects with Bull Run and ultimately deposits into the Potomac River. There is a pipe that allows water to pass below the tracks from north to south near the center of the existing platform. A portion of the study area along the north and eastern edges drain to a small unnamed stream that flows to the existing stormwater pond just east of the study area.



Topography

The topography of the study area is gently to steeply rolling with some steeper slopes of 15 percent or greater, particularly along Russia Branch and its tributaries (Figure 9). There are also some steeper slopes adjacent to the Norfolk Southern rail line where grading was done to enable the tracks to be built.

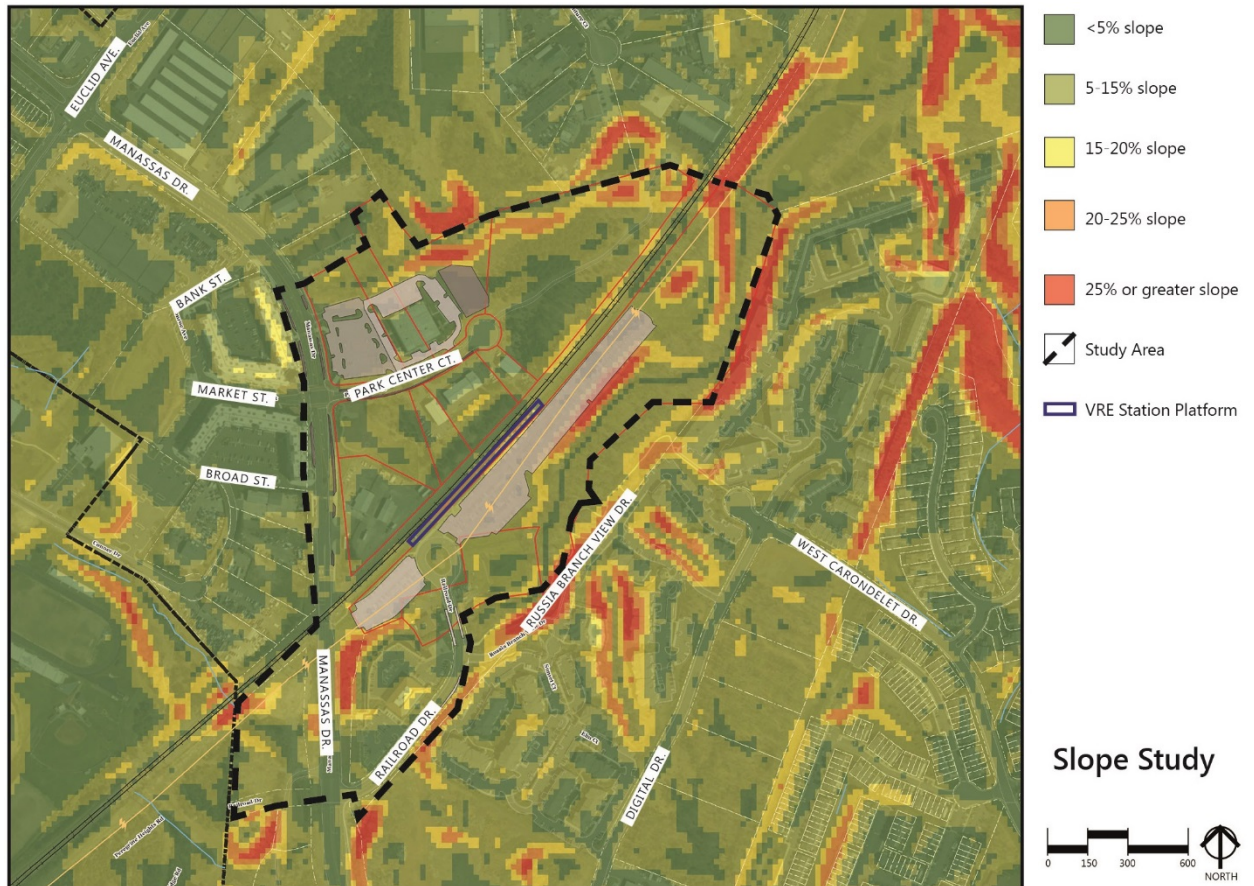


Figure 9 VRE Manassas Park Station Slope Analysis

A notable feature of the area topography is the different elevations immediately adjacent to the existing VRE platform. The existing VRE platform is located at an elevation of approximately 230 feet above mean sea level. The areas on the west side of the platform and tracks range from 225 feet above mean sea level directly west of the tracks to 245 feet above mean sea level on Park Center Court. On the east side, the existing VRE parking lot is generally located at 220 feet above mean sea level. These differing elevations may present challenges in providing a direct, grade-separated connection between the two sides of the track.

These challenges, and a determination of whether the platform connection is above or below grade, will be addressed as part of the preliminary design phase of the project.

Utilities

The study area is served by a network of water and sewer lines that can be extended to support development of a new parking facility (Figure 10). Depending on the preferred location of a parking facility, further investigations would need to be conducted to determine whether water lines would need to be moved to avoid construction impacts or to facilitate future development.

Multiple stormwater facilities in the study area support existing development. Additional information will be required to determine the current capacity of these facilities and whether they can support the development of a parking facility. The goal will be to use the existing facilities to the extent possible and develop additional stormwater facilities as part of the parking expansion project as needed.

A major electrical transmission line bisects the existing VRE surface parking lots. This transmission line, which is part of the larger regional electrical grid, represents a complicating factor in consideration of the existing parking lot as a parking expansion site.



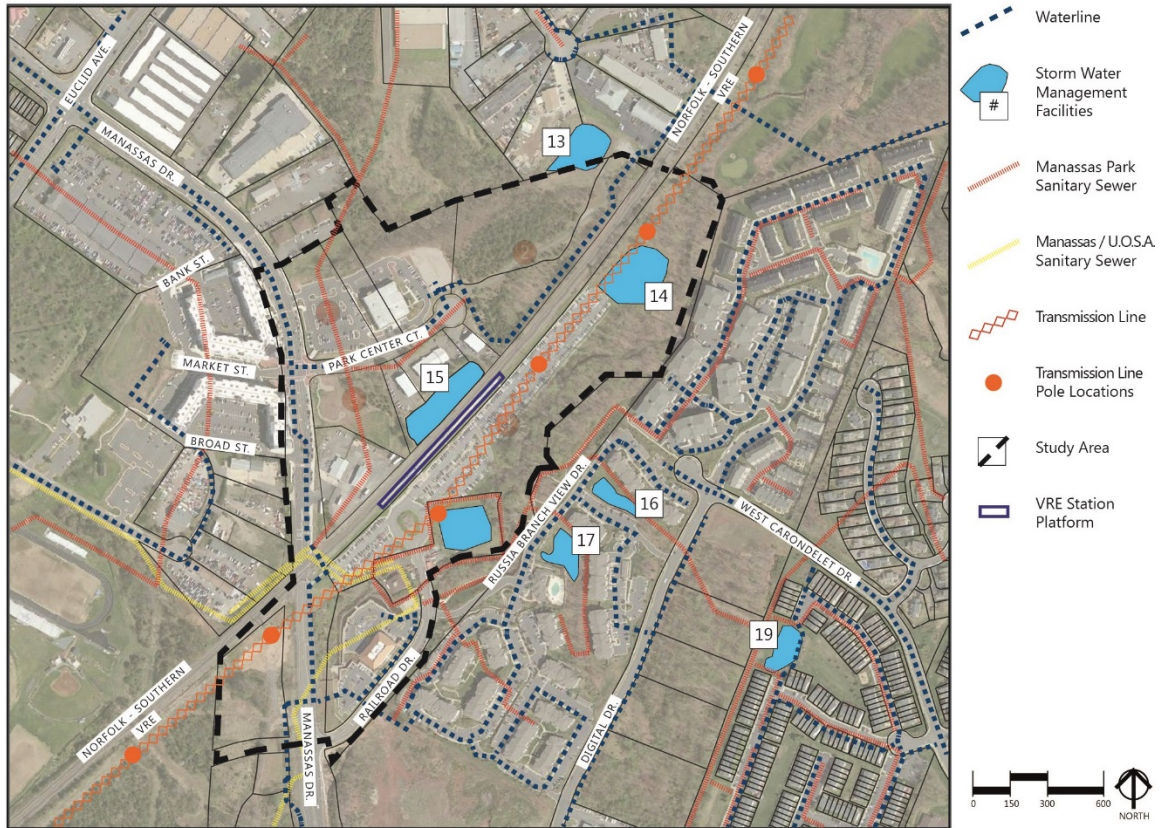


Figure 10 Existing Utilities in the VRE Manassas Park Station Study Area

3.0 Parking Demand Forecast

Ridership at the VRE Manassas Park Station averaged approximately 750 daily boardings in 2015.¹ Based on responses collected in the 2015 VRE Annual Customer Survey, most patrons (91%) arrived at the station in a vehicle, with 85 percent of patrons parking at the station (Table 2). Approximately 9 percent of riders arrived on foot. Very few riders accessed the station by bike or bus.

Table 2 Mode of Arrival for VRE Manassas Park Station Patrons

Mode of Travel	Count	Percent
Drove alone / Parked	429	83%
Drove / Rode with other and parked	15	3%
Dropped off by car	26	5%
Walked	45	9%
Biked	2	0%
Bus (PRTC Omnalink)	1	0%
Grand Total	518	100%

Source: 2015 VRE Annual Customer Survey

Forecasting future parking demand for the VRE Manassas Park Station requires an understanding of future ridership demand for VRE service. Ridership forecasts have been developed for the entire VRE system under a number of scenarios as part of the planning for an extension of the Manassas Line to Gainesville and Haymarket, with projected ridership for the VRE Manassas Park Station ranging from 950 to 1,560 daily boardings in 2040. Table 3 summarizes the scenarios considered and associated service levels and projected boardings for the VRE Manassas Park station (as of July 29, 2016).

¹ Based on 2015 VRE Master Agreement Survey.



Table 3 VRE Manassas Park Station Forecasted Daily Boardings (2040)

Scenario	Description	No. Trains per Day	Forecasted Mannassas Park Daily Boardings
Scenario 1	Maintain existing service levels	16	950
Scenario 2	Improve service levels using existing train slots	22	1,310
Scenario 2a	Improve service levels using existing train slots with Gainesville/Haymarket extension	22	1,250
Scenario 3	Increase service levels based on VRE 2040 System Plan	46	1,560
Scenario 3a	Increase service levels based on VRE 2040 System Plan with Gainesville/Haymarket extension	46	1,490

For purposes of the parking demand forecast, ridership values for 2020 and 2030 were interpolated from the 2015 and 2040 ridership figures. The 85 percent observed mode split, which is in line with the results reported in the 2015 VRE Master Plan Agreement Survey, was used as the baseline for forecasting parking demand. A 5 percent contingency figure was applied to the existing mode split to calculate the estimated parking demand for each scenario in 2020, 2030, and 2040 (Table 4).

Table 4 VRE Manassas Park Station Parking Forecast (2020, 2030, and 2040)

Scenario		Avg. Daily Parking Demand			
		2016	2020	2030	2040
1	Continue Existing Service (16 Daily Trains)	670	700	770	860
2	Improved Service Plan (22 Daily Trains)	670	770	970	1180
2a	Improved Service Plan with GHX (22 Daily Trains)	670	760	940	1130
3	2040 System Plan (46 Daily Trains)	670	810	1110	1400
3a	2040 System Plan with GHX (46 Daily Trains)	670	800	1070	1340

Based on VRE's existing capacity to expand service, Scenarios 2 and 2a were deemed the most likely to occur by 2040 and were used to determine future parking needs at the station. Scenarios 3 and 3a require other more extensive infrastructure improvements that are not solely within the control of VRE.

The forecasted parking demand for the VRE Manassas Park station for Scenarios 2 and 2a in 2040 is between 1,130 and 1,180 spaces. Meeting this demand requires an additional 510 to 560 parking spaces at the station. Table 5 summarizes projected 2040 ridership and parking demand by scenario.



Table 5 2040 VRE Manassas Park Station Parking Demand Forecast by Scenario

	Scenario	2040 Boardings	2040 Parking Demand	Existing Parking Supply	2040 Unmet Parking Demand
1	Continue Existing Service (16 Daily Trains)	950	860	616	240
2	Improved Service Plan (22 Daily Trains)	1,310	1,180	616	560
2a	Improved Service Plan w/ GHX (22 Daily Trains)	1,250	1,130	616	510
3	2040 System Plan (46 Daily Trains)	1,560	1,400	616	790
3a	2040 System Plan w/ GHX (46 Daily Trains)	1,490	1,340	616	730



4.0 Site Assessment

Candidate Parking Expansion Sites

Through discussions with City of Manassas Park staff, six initial candidate sites – including the existing VRE surface parking lot – were identified for parking expansion at the VRE Manassas Park station. The five initial sites included both publicly- and privately-owned sites. All five sites were located on the east side of Manassas Drive, either adjacent to or highly proximate to the Norfolk Southern tracks. A sixth site, a privately-owned parcel located on the west side of Manassas Drive, was included for consideration at the request of the City of Manassas Park Governing Body as a result of public outreach.

Following is a summary description of the seven candidate parking expansion sites. Figure 11 shows a map of the candidate locations.

- The **Existing VRE Surface Parking Lots (Location 1 in Figure 11)** are located on the south side of the Norfolk Southern tracks and features 596 parking spaces and a circular driveway with a Kiss-and-Ride area.
- The **City Hall Site (2)** is located on the north side of Park Center Court, directly west of City Hall. This 2.3-acre site, which is accessible from Manassas Drive, is not immediately adjacent to the Norfolk Southern tracks. The site is owned by the City of Manassas Park and currently houses a 150-space surface lot.
- The **Millicent Site (3a)** is an undeveloped two-acre parcel adjacent to the Norfolk Southern tracks at the intersection of Manassas Drive and Park Center Court. The site is owned by the City of Manassas Park.
- The **Millicent and Truck Driving School Site (3a and 3b)** features one publicly and one privately owned site - the undeveloped Millicent Site and an adjacent parcel used for commercial driver's license training - combined to provide 6 acres accessible from both Manassas Drive and Park Center Court.
- The **Car Repair Site (4)** is a 2.9-acre site located adjacent to the Norfolk Southern tracks. The site features multiple existing buildings and currently houses three automotive businesses. The privately-owned site is accessible from Park Center Court.



- The **Bays Site (5)** is located adjacent to the Norfolk Southern tracks, at the far end of Park Center Court. At 7.6 acres, this is the largest of the candidate sites. The site is publicly owned and is mostly undeveloped at present.
- The **South Corner Site (6)** is a privately-owned parcel on the west side of Manassas Drive, immediately south of the Norfolk Southern Tracks. The site is accessible from Railroad Drive.

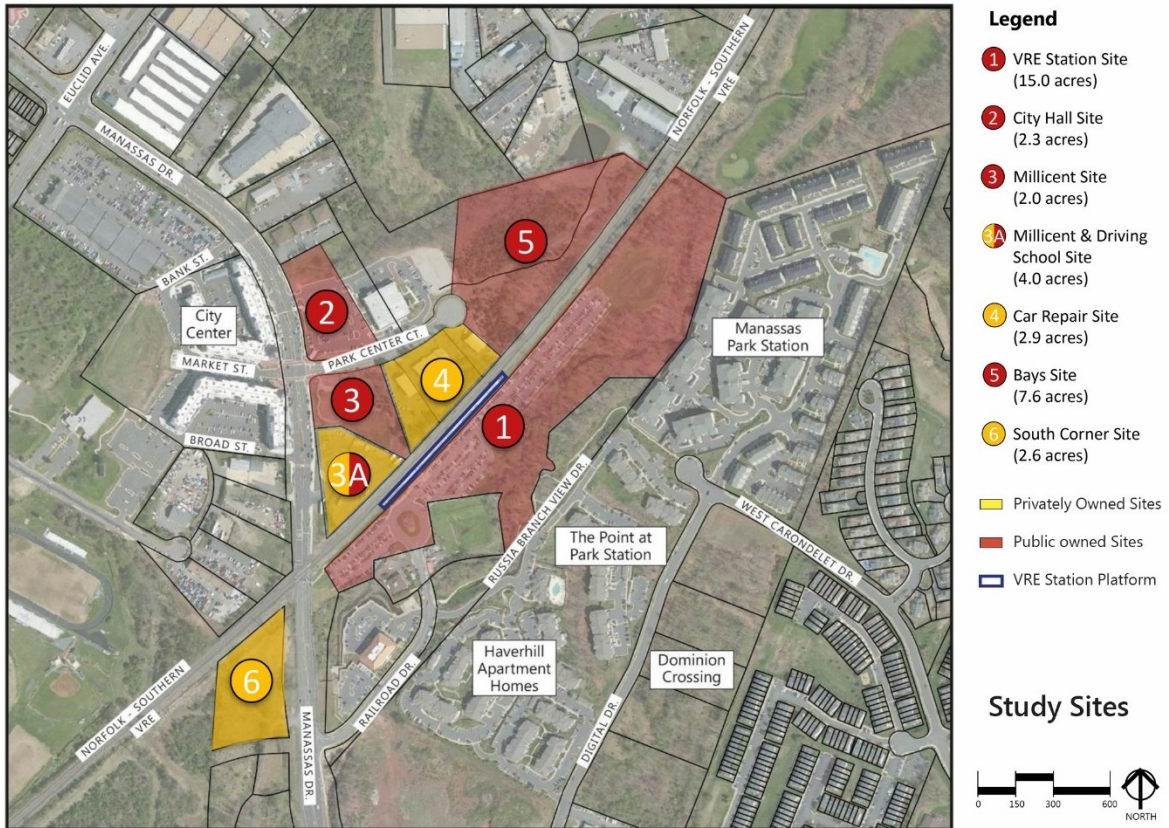


Figure 11 Candidate Sites for VRE Manassas Park Station Parking Expansion

Evaluation Criteria

A set of assessment criteria was developed – drawing on input from VRE and City of Manassas Park staff and from the public – to facilitate selection of a preferred parking expansion site.

Each site was evaluated based on four primary criteria:

- **Proximity to the platform** reduces passenger walk time. A parking facility that is within a short walk of the station platform will be more desirable. Consideration for how the station platform and parking facility will connect is also critical.
- **Public property ownership** reduces development cost and time. Sites that are not publicly owned will require additional time to allow for negotiations and acquisition. A privately held site will require additional funding for purchase.
- **Support for the City Center Vision** in building form and location of land uses. The City of Manassas Park is committed to realizing the potential of the City Center Redevelopment District and turning it into a mixed-use and vibrant activity center. Placing parking on a site may limit its development potential. Conversely, the siting of parking may provide added benefits to other nearby properties.
- **Traffic access and circulation** considerations, with an emphasis on facilitating parking facility ingress and egress and minimizing congestion on adjacent roads. The location of driveways of the parking facility in relation to existing streets and developments can have a positive or negative impact on future traffic patterns in the city.

Each site was scored based on the criteria outlined above to inform the selection of a preferred site to advance into the next phase of the project. During this phase of assessment, both the public and the Governing Body for the City of Manassas Park were given the opportunity to review findings and provide comment. This stakeholder input was taken into consideration prior to the City's Governing Body adopting a preferred site.



Development Potential

The City of Manassas Park's vision for the City Center Redevelopment District calls for a mixed-use development that would allow residents to conduct daily shopping and business in a walkable environment, resulting in fewer vehicle trips to access such destinations outside the city. The city owns three major development parcels in the area, as well as City Hall and its supporting parking lots. Those parcels are all potentially available to support a mixed-use development and to help fund the VRE parking expansion.

The potential contributions that a Public Private Partnership could make to the garage development will depend on the land value generated by demand for development. Land value, the amount that a user/developer is willing to pay for its development rights, is a direct function of what uses can be built; how much can be built; and what rents/prices can be charged for the ultimate development (supportable rents).

Supportable rents/prices reflect the rents and prices achieved on competitive properties plus any increment related to the advantages due to a site's location – including access to the VRE station – and appeal due to a well-designed walkable environment with inviting public spaces.

An analysis of the potential market for development in the City of Manassas Park (see Appendix A) showed the candidate VRE parking expansion sites have a proven market for apartments, but opportunities for office and retail development are much more limited. Among the key findings of the market analysis were:

- The office market is overbuilt for the primary tenancy of neighborhood-serving professionals and service providers.
- The retail market is generally well-served, but the two sites with frontage on Manassas Drive could likely attract retailers if developed with sufficient adjacent parking.
- There is minimal demand for retail and service space on the Bays Site, except perhaps for a childcare center serving VRE commuters.



- The City's goal of a mixed-use development that devotes 60 percent to commercial space is challenging. Similar town center projects in suburban locations are more likely to be 60 percent to 80 percent residential.

This market review provided perspective on the potential demand for development and guidance relative to placement on the site for maximum returns. These findings ultimately will affect the funding strategy selected for garage construction.

Site Assessments – Surface Parking

Construction of 560 additional surface spaces – the projected unmet parking demand in 2040 – would require approximately 4.5 acres of land. An initial exercise was conducted to determine whether any of the candidate sites could accommodate a new surface parking lot of this size.

The existing VRE surface lots were the first to be considered for expansion. This location is constrained by current site conditions adjacent to the parking lots, including two existing stormwater management facilities (one just east of Railroad Drive and one at the northeast edge of the surface lot).

Russia Branch Creek runs just east of the parking lot. This creek is located at a lower elevation than the existing VRE parking lot, creating steeper grades adjacent to the creek. There are also relatively tall retaining walls, approximately 10-15 in height, that were constructed to facilitate the construction of a flat parking lot in the current location.

It was therefore determined that an expansion of the existing surface parking lot would not be feasible based on the existing stormwater facilities, steep slopes, existing stream, and associated wetland areas.

The candidate sites west of the Norfolk Southern tracks were considered for a surface parking lot. Locating a large surface parking lot on any of the sites considered would create a large parking area that would impact the future potential for the development of the City Center Redevelopment District. The only site that would be feasible to support a 4.5-acre parking lot is the Bays Site, which is a total of 7.5 acres in size. Figure 12 shows the approximate area that would be necessary to provide 560 parking spaces as a surface lot.



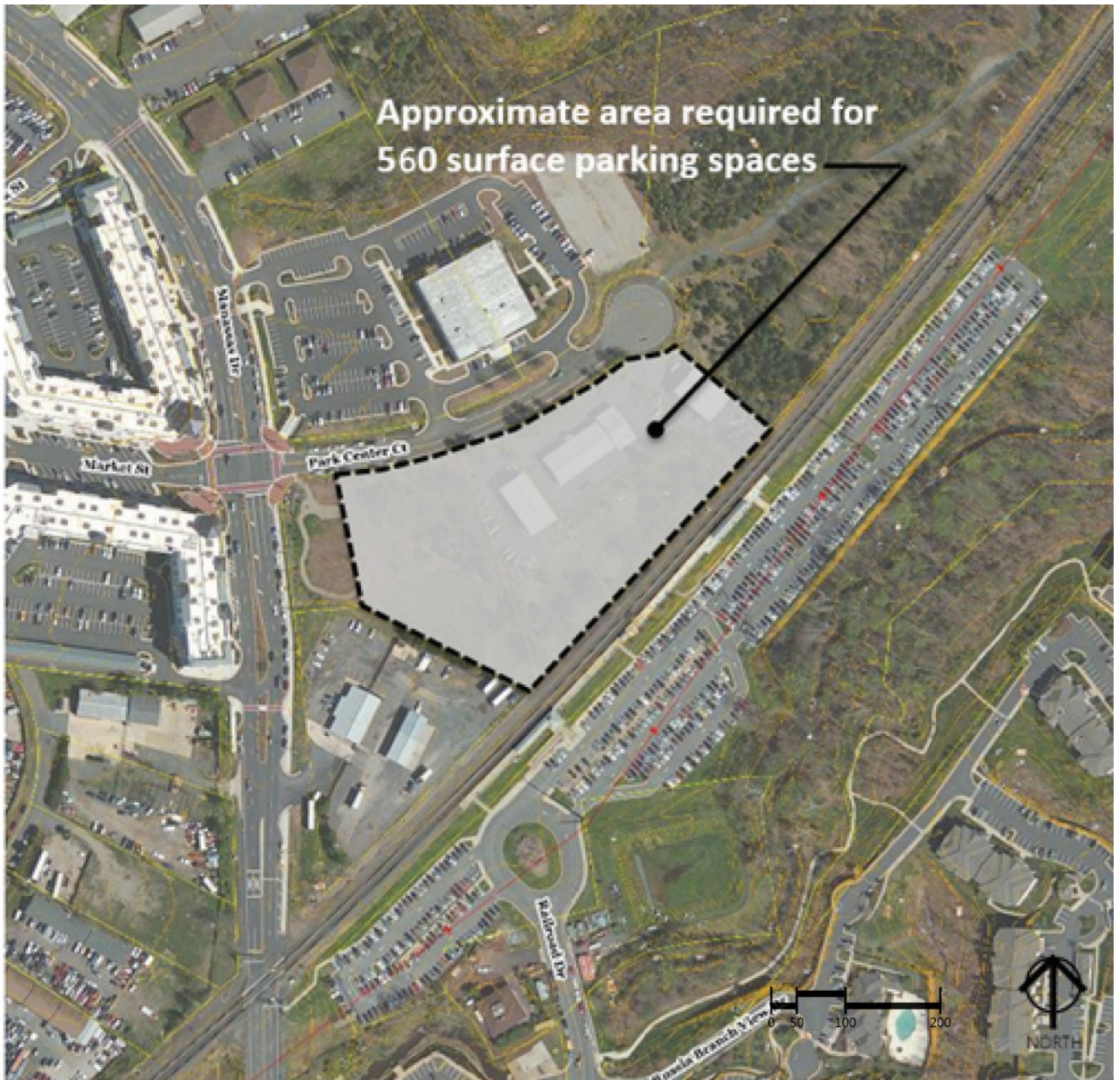


Figure 12 Estimated Surface Parking Area Required for 560 spaces

It was determined that construction of a new surface lot on any of the other candidate sites was infeasible, due to lack of available acreage and negative impacts to development opportunities and fulfillment of the City Center vision. Based on this determination, each site was then assessed for a potential parking structure.

Site Assessments – Structured Parking

Existing VRE Surface Parking Lot

The existing VRE surface lot has a capacity of 596 parking spaces. On the side nearest the Norfolk Southern tracks is a Kiss-and-Ride area for passengers to be dropped off and picked up from the station.

There are two stormwater facilities adjacent to the parking lot, including one directly east of the circular driveway and one at the far northeastern edge of the parking lots. These facilities also border the Russia Branch Creek.

The pedestrian network includes sidewalks along the northwest edge of the parking lot between the parking and the VRE platform. This sidewalk extends to the southwest to connect to Manassas Drive where riders parking along Manassas Drive or near City Hall can access the station on foot. There are sidewalks on the east and southern side of Railroad Drive providing connections to riders that walk from parking along Railroad Drive or from nearby housing developments.

The site has a high-voltage transmission line that spans the entire site from west-to-east (Figure 13). In order to accommodate a parking structure, the transmission line and the towers would need to be relocated. Another consideration for using this site would be the need for temporary parking for VRE riders during construction. Having to find a temporary parking location would entail costs associated with constructing temporary parking spaces or leasing space, and possibly shuttling riders to the station.





Figure 13 Existing VRE Surface Parking Lots



City Hall Parking Site

The City Hall Parking Site is a 150-space surface lot located directly west of City Hall. This site is accessible from Manassas Drive approximately 250 feet north of Park Center Court and from Park Center Court just east of the City Hall. The site supports two functions: it provides parking for City Hall staff and visitors and it provides 100 parking spaces through an agreement to support the City Center Development.

The concept for developing a parking structure on this site is shown in Figure 14. In the concept, the garage replaces the existing parking lot. To accommodate up to 560 VRE parking spaces, replace the 100 spaces on the site, and support retail uses on the first level would require up to a six (6) level building. The building would feature retail and retail parking on the first floor, four (4) levels of VRE parking above the retail, and an additional level of parking to replace the existing surface parking.

The garage could be designed with retail frontage along Manassas Drive. In this option, the parking garage entrances could be located at the current access locations into the parking lot, with one at the north end of the site and another along Park Center Court just west of City Hall. These entrances could be designed with both locations allowing both entering and exiting movements or with separate entrance and exit locations.

Redesigned sidewalks would surround the garage to support pedestrian access around the garage and from the garage to the VRE platform to the south. Along Manassas Drive, the sidewalk would be wider to support retail uses that front the street. The sidewalk connections would need to continue across Park Center Court, including a pedestrian crosswalk to connect to a sidewalk connecting to a bridge or tunnel across the rail line to the existing platform east of the tracks. Areas adjacent to the garage would also need to be designed to provide locations for stormwater management facilities.





Figure 14 City Hall Site Parking Structure Concept



Millicent Site

The two-acre Millicent Site, previously identified as a temporary park, is an undeveloped area at the intersection of Park Center Court and Manassas Drive. The northern portion of the site is generally at the same elevation as Park Center Court and then drops lower towards the southeast portion of the site. There is an existing cluster of mature vegetation along the eastern side of the site.

As shown in Figure 15, the garage would be located along the northern portion of the site, extending from the eastern property line to the western property line. Based on this configuration, access in and out of the garage would only be available from an entrance near the eastern edge of the garage. This design requirement is needed to allow for queuing of vehicles along Park Center Court when exiting the garage in the evening.

Based on the estimate of 560 spaces, the garage would include four (4) levels to support VRE parking needs. Access from the garage to the station platform would occur from the southeast edge of the garage via a sidewalk and a bridge or tunnel connection to the platform along the east side of the tracks.

Sidewalks would be constructed on each side of the garage to support both the garage users as well as the adjacent development's access to the station platform. Stormwater management facilities would be located south of the garage.





Figure 15 Millicent Site Parking Structure Concept



Millicent and Truck Driving School Site

The combination of the Millicent Site and the adjacent Truck Driving School Site yields a 6-acre parcel. While the Millicent Site is currently undeveloped, the Truck Driving Site is occupied by Shippers Choice Truck CDL Training. There are two (2) single-story buildings on the site that house the offices and other support activities for the school. The remaining portions of the site are mostly paved areas that support vehicular and truck parking. This site is at a lower elevation than the Millicent Site and is closer in elevation to that of the existing railroad tracks. The site has a driveway along Manassas Drive that allows for both left and right turns from Manassas Drive into the parking area.

As shown in Figure 16, by combining the Millicent and Truck Driving School Sites there is additional space available to allow for the construction of retail uses along Manassas Drive and a road connection between Park Center Court and Manassas Drive. The garage could then have access points connecting to the new road, allowing for access to the garage from both Park Center Court and Manassas Drive. Based on the dimensions of the garage and retail space, there would be some available surface space between the garage and the retail buildings that could serve as parking and provide service access to the retail.

Based on this layout, the garage could be a total of three (3) floors. Sidewalks would be provided along both Park Center Court and Manassas Drive and would connect to the VRE platform via a bridge or tunnel. A stormwater management facility is shown at the south end of the garage to help address the onsite stormwater requirements.



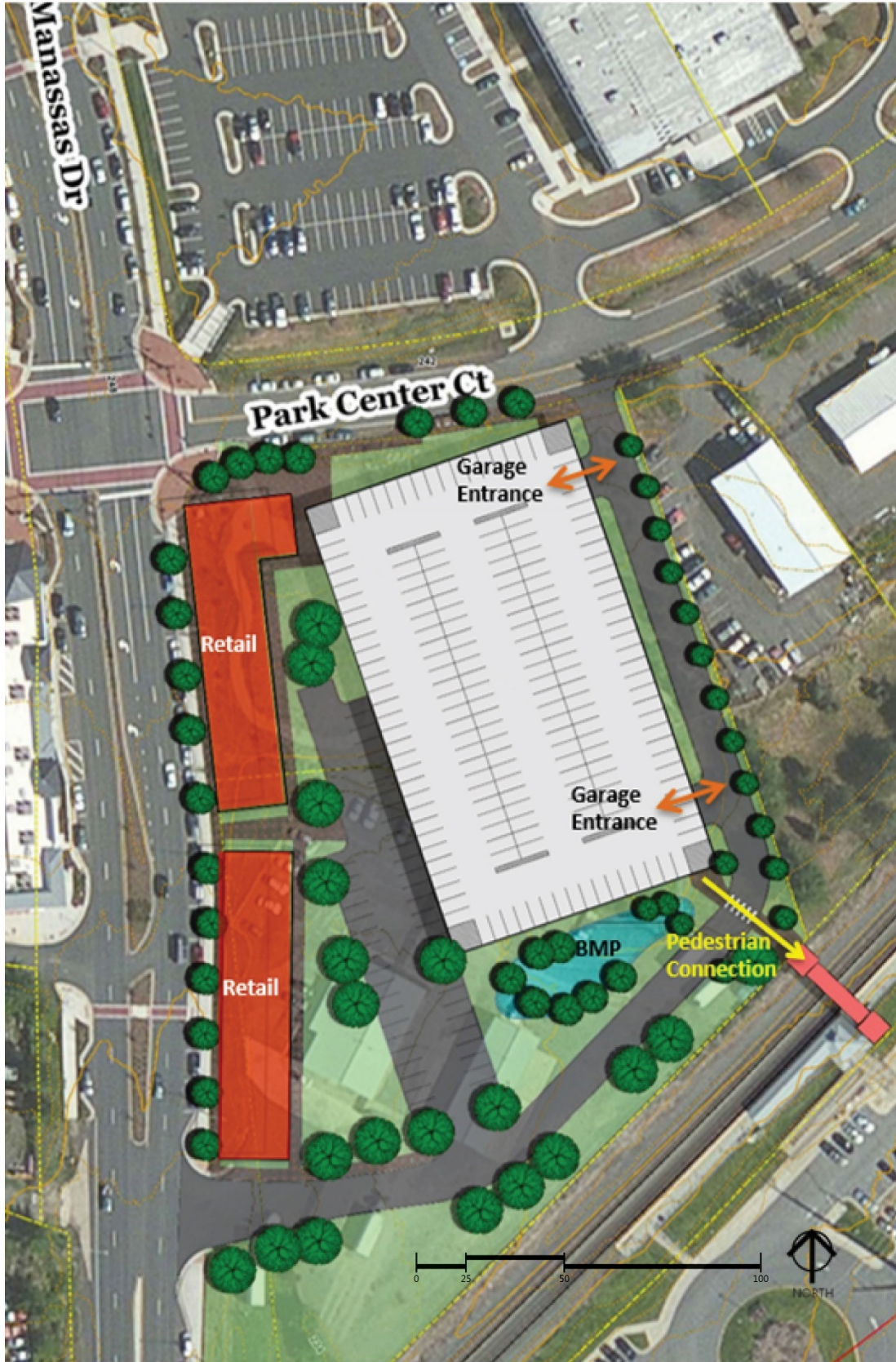


Figure 16 Millicent and Truck Driving School Site Parking Structure Concept



Car Repair Site

The Car Repair Site contains three existing businesses: Park Center Automotive, Manassas Quality, and V&D Auto detailing, each of which have separate buildings on the property. These sites can be accessed by two driveways along Park Center Court. The northern half of the Car Repair Site contains the three buildings and parking areas to support the automotive uses. The south half of the site is lower in elevation and includes a drainage area that collects water from locations along Park Center Court. The stormwater collected in this drainage area passes below the railroad tracks and is then carried to the stormwater management facility northeast of the existing VRE parking lot.

As shown in Figure 17, the placement of a garage on the Car Repair Site would generally cover most of the width of the site. Because the garage has an extended frontage along Park Center Court, garage ingress and egress could be provided at two locations along Park Center Court. The three (3) level garage would have approximately 185 spaces per level.

Sidewalks would be constructed along the Park Center Court frontage and on the side of the garage, connecting to the existing VRE platform via a bridge or tunnel. A stormwater management facility is shown at the south end of the garage to help address the onsite stormwater requirements.





Figure 17 Car Repair Site Parking Structure Concept



Bays Site

At 7.6 acres, the Bays Site is the largest of the candidate sites. This mostly undeveloped site is located at the east end of Park Center Court, and includes a narrow unpaved access road. On each side of the access road are a mix of coniferous and deciduous wooded areas. The highest elevation of the site occurs near the intersection with Park Center Court. From there, the site slopes down toward the railroad tracks to the east, toward the stormwater facility to the northeast and toward the drainage swale to the north.

A 12-inch existing water line traverses the property starting at the end of Park Center Court and going southeast toward the railroad tracks, then running parallel to the railroad tracks toward the north.

Figure 18 illustrates a concept for construction of a parking garage on the Bays Site. The garage is proposed to be located near the western edge of the property, allowing for the remaining portion to be used for future mixed-use development associated with City Center. The three (3) level garage concept would provide 185 spaces per level. The garage would occupy approximately 1.2 acres of the 7.6-acre property, compared to the 4.5 acres that would be needed to provide surface parking.

Because the garage is located on the western edge of the property and close to the existing rail line to minimize the walking distance to the platform, the existing water line will need to be relocated, most likely along the extension of Park Center Court.

Sidewalks would be provided along the Park Center Court frontage and along the side of the garage, connecting the existing VRE platform via a bridge or tunnel. A stormwater management facility is shown at the southeast edge of the garage to help address the onsite stormwater requirements.





Figure 18 Bays Site Parking Structure Concept



South Corner Site

The South Corner Site is located west of Manassas Drive and north of the intersection of Railroad Drive. The site is privately owned and currently has some existing stormwater management facilities along with a high voltage power line along the northern edge.

As shown in Figure 19, a VRE parking garage could be placed on this site just north of Railroad Drive, with access from Railroad Drive. The garage would be located in the southern portion of the parcel to remain clear of the existing high voltage power line along the northern edge of the site. Access to this area would need to be maintained to allow for maintenance to the power line. The existing stormwater management facility would need to be reconstructed or relocated to accommodate the siting of the garage.

The four (4) level garage would provide about 165 spaces per level. The garage could be designed with either one or two driveway locations along Railroad Drive to support ingress and egress.

Siting a parking facility on the west side of Manassas Drive would require pedestrian improvements – preferably grade-separated – to provide a safe connection between the parking facility and the station area. Because of the relatively low existing elevation of the site it may be feasible to build a tunnel connection below Manassas Drive, thereby providing more direct access to the station area. Any plans to construct a pedestrian bridge across Manassas Drive would need to consider the power lines along the northern and eastern edges of the property. It would also be beneficial to upgrade the at-grade pedestrian crossing of Manassas Drive at Railroad Drive to provide an alternative to accessing the station. This intersection was recently upgraded with pedestrian curb cuts, crosswalks, and pedestrian signals associated with the new development.

Sidewalks also would be improved along the Railroad Drive frontage to connect to the pedestrian crossing on Manassas Drive. A stormwater management facility is shown along the western edge of the garage to help address the onsite stormwater requirements.



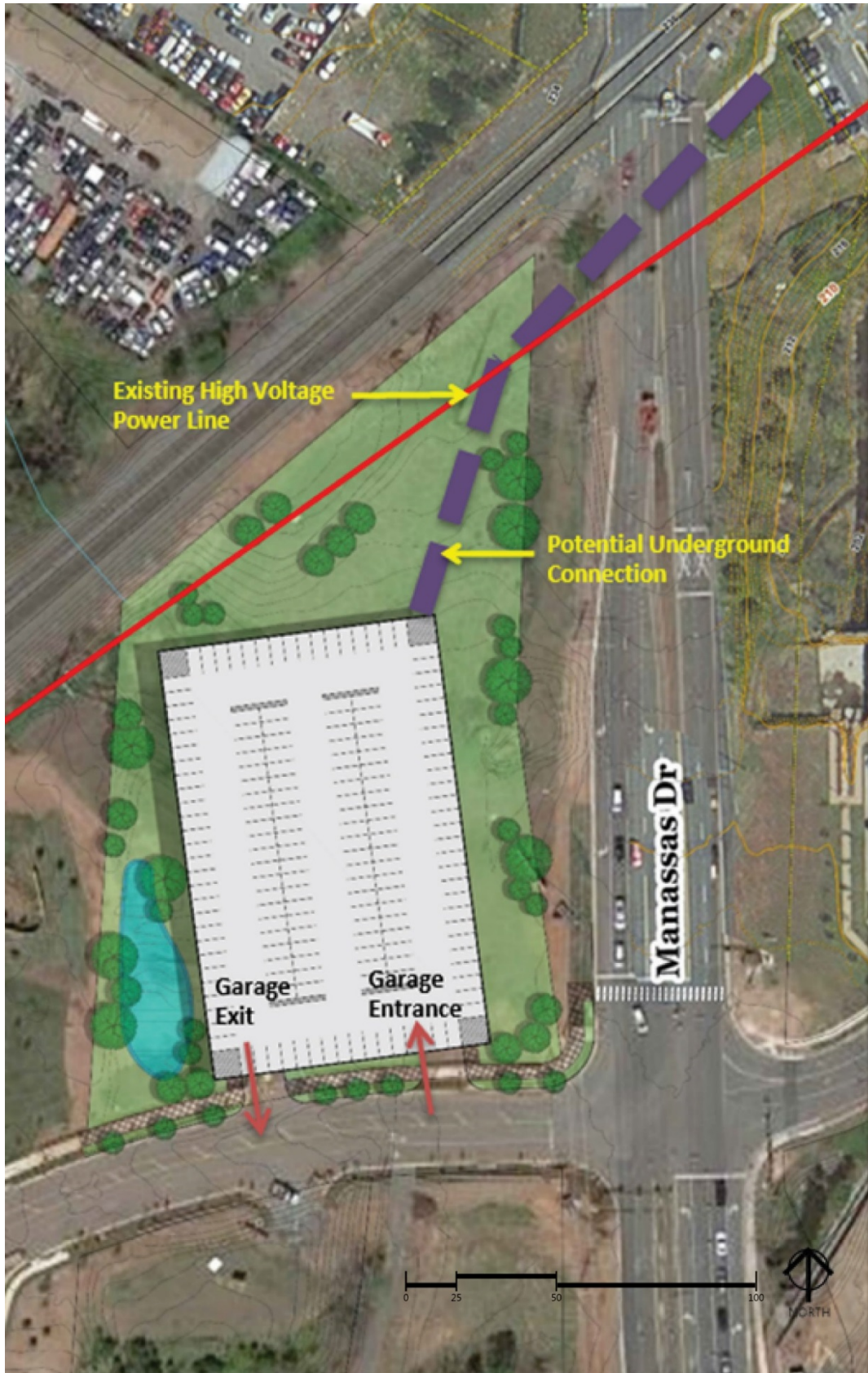


Figure 19 South Corner Site Parking Structure Concept



VRE Parking Expansion within the City Center Context

To help understand how a parking garage might work as part of the larger City Center development, an overall concept was developed showing each candidate garage site within the larger development context (Figure 20). This City Center concept is not intended to be a preferred development plan but rather an example of how the area might develop in the coming years. The specific uses that might be built on each of the sites could vary, but this plan illustrates what the area may look like in the future.



Figure 20 City Center Development Concept with Candidate Garage Locations



Grade-Separated Connection to the Existing VRE Platform

Another consideration during the planning process was comparing the potential for a pedestrian bridge connection across the tracks with an underground tunnel connection. Based on the initial analysis, both options were feasible. Each had some pros and cons that should be further considered during the preliminary design process. Figure 21 and Figure 22 provide conceptual illustrations of pedestrian bridge and pedestrian tunnel treatments, respectively.

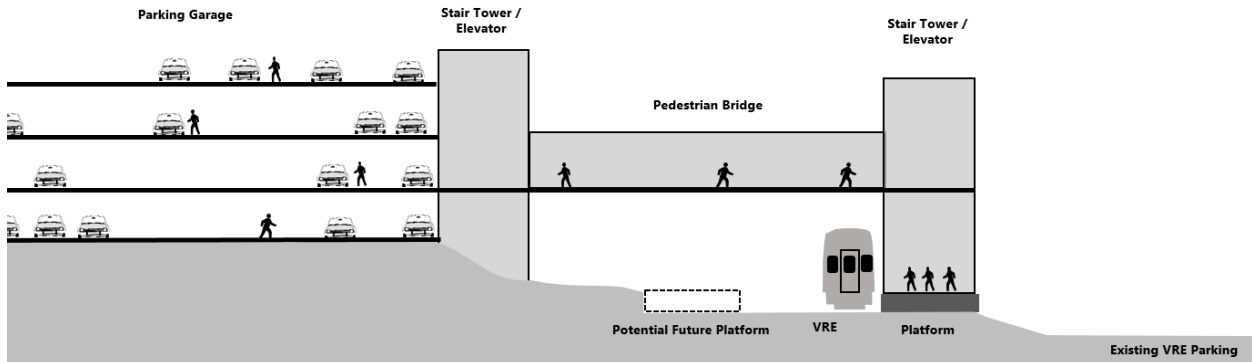


Figure 21 Concept for Pedestrian Bridge Connection between VRE Parking Garage and Platform

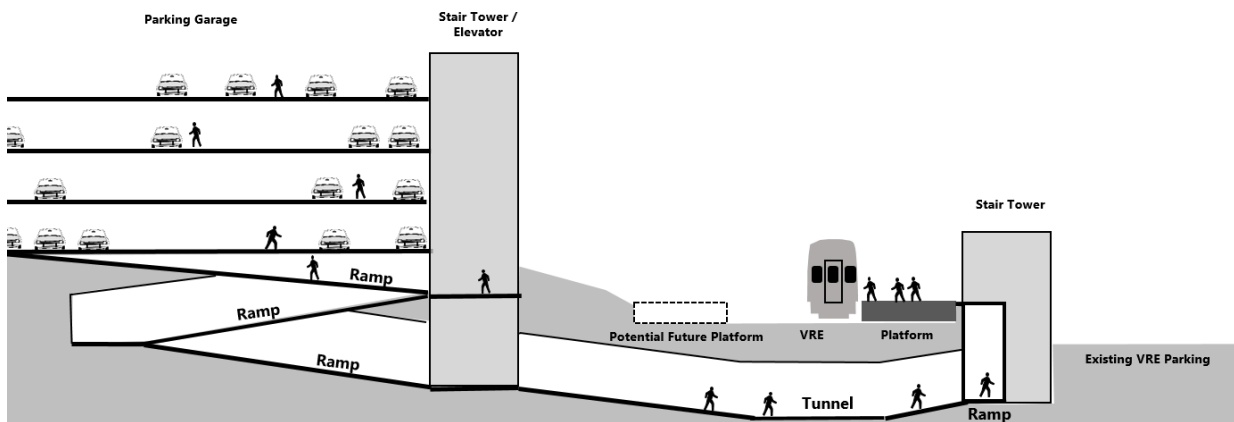


Figure 22 Concept for Pedestrian Tunnel Connection between VRE Parking Garage and Platform

Key considerations during the next phase of evaluation for a pedestrian connection between the parking structure and VRE platform will include the walking distance and vertical connection requirements, including need for additional elevators; the cost of a tunnel versus a pedestrian bridge; safety during evening hours; and construction phasing.

5.0 Selection of Preferred Parking Expansion Site

The study team evaluated each candidate parking expansion site against the four primary selection criteria: proximity to the platform; public property ownership; support for the City Center vision; and ease of traffic access and circulation.

Table 6 summarizes the pros and cons for each site as they relate to the selection criteria.

Table 6 Summary of Pros and Cons for Each Candidate Parking Expansion Site

VRE Surface Parking Lots	
Pros	Cons
<ul style="list-style-type: none"> › Public ownership › Proximate to existing platform › Currently used for VRE parking › Grade-separated crossing not required to access existing platform 	<ul style="list-style-type: none"> › High-voltage power line needs relocation › Increased congestion at Railroad Drive and Manassas Drive intersection › Construction would result in temporary loss of existing parking › Would not support City Center District development
City Hall Site	
Pros	Cons
<ul style="list-style-type: none"> › Public ownership › Location supports shared use of parking spaces › Opportunity for two access points › Provides some queuing distance for vehicles › Currently used for parking 	<ul style="list-style-type: none"> › Long walk to existing platform (average 725 feet) › Six levels of parking on prime development site › Requires pedestrian crossing of Park Center Court and Millicent Site to access platform › Construction would result in temporary loss of existing parking
Millicent Site	
Pros	Cons
<ul style="list-style-type: none"> › Short walk to platform (average 375 feet) › Public ownership › Location supports shared use of parking spaces › Four levels of parking 	<ul style="list-style-type: none"> › Only one potential access point to garage › Limited queuing distance available for vehicles › No retail on prime development site



Millicent and Truck Driving School Site

Pros

- › Short walk to existing platform (average 300 feet)
- › Location supports shared use of parking spaces
- › Opportunity for retail along Manassas Drive
- › Three levels of parking
- › Provides some queuing distance for vehicles

Cons

- › Requires acquisition of private property
- › Requires construction of new road between Park Center Court and Manassas Drive

Car Repair Site

Pros

- › Short walk to existing platform (average 300 feet)
- › Three levels of parking
- › Location supports shared use of parking spaces
- › Opportunity for two access points
- › Provides some queuing distance for vehicles

Cons

- › Requires acquisition of private property

Bays Site

Pros

- › Short walk to existing platform (average 300 feet)
- › Public ownership
- › Three levels of parking
- › Opportunity for two access points
- › Provides greater queuing distance for vehicles

Cons

- › Passengers access platform only from north end
- › Location may not support shared use of parking spaces
- › Requires relocation of 12-inch water line

South Corner Site

Pros

- › Four levels of parking
- › Does not hinder development sites in the City Center District
- › Opportunity for two access points
- › Does not require grade-separated crossing of tracks to access existing platform
- › Topography supports tunnel under Manassas Drive for pedestrian connections

Cons

- › Long walk to platform (average 1,000 feet)
- › Requires acquisition of private property
- › Location does not support shared use of parking spaces
- › Limited queuing distance available for vehicles
- › Increases traffic volumes at the Manassas Drive and Railroad Drive intersection
- › High-voltage power line partially impacts site
- › Requires relocation of existing stormwater infrastructure



After consideration of the advantages and disadvantages of each candidate site against the selection criteria, VRE selected the Bays Site as the preferred location for parking expansion. This site benefits from a number of factors, including its public ownership; support for the City Center vision and capacity to accommodate future mixed-use development; provision of adequate queuing distance for vehicles exiting the facility and opportunity for multiple access points; and relative proximity to the platform. Figure 23 summarizes the evaluation of each candidate site by selection criteria.

	Proximity to Platform	Public Property Ownership	Supports City Center Vision	Traffic Access and Circulation
1 VRE Station Site	Good	Yes	No	Poor
2 City Hall Site	Poor	Yes	Partially	Moderate
3 Millicent Site	Good	Yes	Partially	Moderate
3A Millicent/School	Good	No	Yes	Good
4 Car Repair Site	Good	No	Yes	Good
5 Bays Site	Moderate	Yes	Yes	Good
6 South Corner Site	Poor	No	No	Moderate

Figure 23 Summary Evaluation Matrix for the Candidate Parking Expansion Sites

On November 15, 2016, the City of Manassas Park voted to endorse the Bays Site as the preferred site for a VRE parking structure.



6.0 Estimated Cost

As part of the initial planning for the project, a Rough Order of Magnitude (ROM) cost has been developed for the concept phase of the project. These costs are based on the conceptual site plans prepared for the preferred alternative.

The costs have been developed in two major categories: construction costs and design/management/administration costs. The construction costs including site preparation, utility relocation and connections, site landscaping and best management practices (BMP – stormwater facilities), construction of the parking garage, and construction of the pedestrian bridge or tunnel to provide direct access to the station platform.

The design/management/administration costs include the costs for preparation of the garage design including the engineering drawings, management of the design contract, and costs associated with management of the garage construction including costs associated with support provided by Norfolk Southern.

Table 7 summarizes the estimated costs by work type.

Table 7 VRE Manassas Park Station Parking Expansion Cost Estimate

Estimated Implementation Costs	
Construction Costs	
Parking Facility (560 spaces @ \$18,000 per space)	\$ 10,080,000
Pedestrian Bridge & Equipment	\$ 2,334,000
Sitework	\$ 2,216,000
	\$ 14,630,000
Design/Management/Administration Costs	
Project Development	\$ 700,000
Final Design	\$ 1,800,000
Professional Services and Allowances	\$ 1,084,000
Unallocated Contingency (30%)	\$ 5,464,000
	\$ 9,048,000
Total Estimated Cost	\$ 23,678,000



7.0 Funding Options

VRE was awarded two grants by the Northern Virginia Transportation Authority (NVTA) to conduct the Alternatives Analysis, Preliminary Engineering, Environmental Documentation, and Final Design for the parking expansion project. The above phases were procured as a single procurement and are scheduled to be completed in fall 2018.



Figure 24 Timeline for Alternatives Analysis, Environmental Documentation, and Design

VRE applied for construction funding for the VRE Manassas Park Station parking garage as part of the Manassas Line Expansion Project. As of September 18, 2017, the NVTA had made a recommendation to the Commonwealth Transportation Board to fund the project through the Commonwealth of Virginia's Transform I-66 Outside the Beltway (OTB) project.

The Transform I-66 OTB project is an approximately \$2.3 billion multimodal public private partnership between Commonwealth of Virginia agencies and a private partner, Express Mobility Partners. The goal of the project is to move more people more reliably, and it is intended to create and support new multimodal travel options. The final agreement between the Commonwealth of Virginia and Express Mobility Partners is expected to include a \$500 million concessionaire payment for multimodal projects within the I-66 OTB corridor.

VRE believes that the Manassas Park station parking garage is well positioned to receive funding under Transform I-66 OTB because the garage project will benefit users in the corridor; will facilitate expansion of multimodal options in the corridor; and will be shovel-ready by 2022, when toll collection is slated to begin in the corridor.

In the event that funding is not awarded through the Transform I-66 OTB project, the Manassas Park parking garage is a good candidate for other upcoming grant opportunities, including the NVTA's Six-Year program, and the Commonwealth's Smart Scale program.



Summary Report
Appendices



Appendix A

Memorandum

To: VRE Manassas Park Station Parking Team
From: Anita Morrison
Partners for Economic Solutions
Date: August 19, 2016
Subject: Land Use Development Considerations

The City of Manassas Park's vision for its new city center calls for a mixed-use development that would allow residents to conduct daily shopping and business in a walkable environment with fewer trips outside the city. The City owns three major development parcels in the area as well as City Hall and its supporting parking lots. Those parcels are all potentially available to support a mixed-use development and to help fund the Virginia Railway Express (VRE) commuter parking garage.

The potential contributions that a Public/Private Partnership could make to the garage development will depend on the land value generated by demand for development. Land value, the amount that a user/developer is willing to pay for its development rights, is a direct function of:

- what uses can be built;
- how much can be built; and
- what rents/prices can be charged for the ultimate development.

Supportable rents/prices reflect the rents and prices achieved on competitive properties plus any increment related to the sites' particular locational advantages, including access to the VRE station and the synergies of a quality walkable environment with superior public spaces.

This market review provides perspective on the potential demand for development and guidance relative to placement on the site for maximum returns. These findings ultimately will affect the funding strategy.

Conclusions

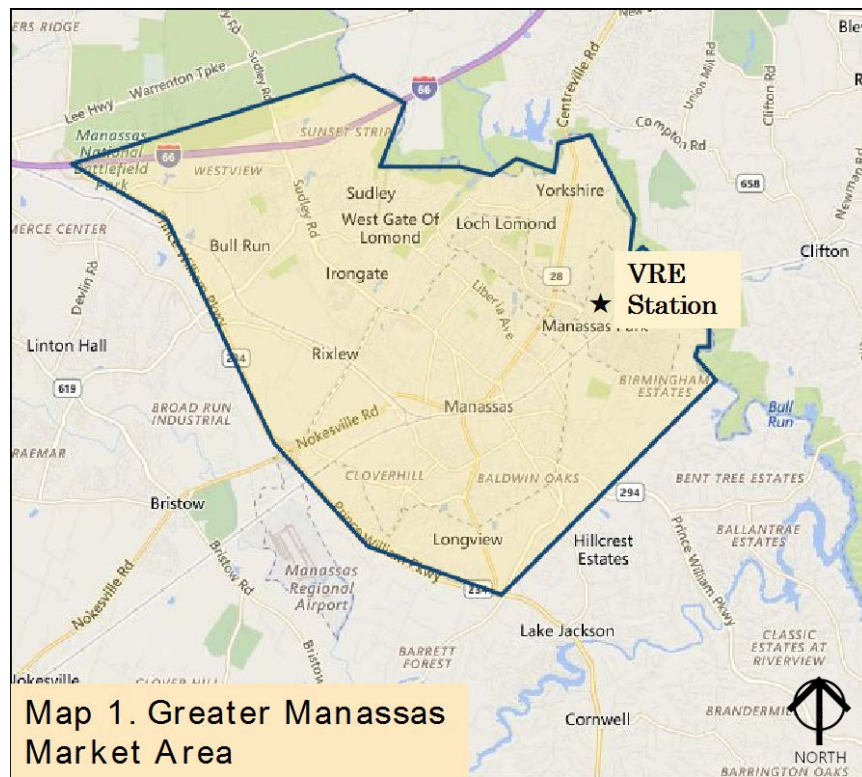
The subject sites have a proven market for apartments, but opportunities for office and retail development are much more limited. The office market is overbuilt for the primary tenancy of neighborhood-serving professionals and service providers. The retail market is generally well-served but the two sites with frontage on Manassas Drive could likely attract retailers if developed with sufficient adjacent parking. There is minimal demand for retail and service space on the rear site, except perhaps for a childcare center serving VRE commuters.

The City's goal of a mixed-use development that devotes 80 percent to commercial space is unrealistic. Similar town center projects in suburban locations are more likely to be 60 to 80 percent residential.



Residential Development Potential

Development in Manassas Park's central area will compete within a market area that encompasses, the city, Manassas and parts of northeastern Prince William County. Shown on Map 1, the market area is generally bounded by I-66, the Occoquan River, a line from Hemlock Overlook Regional Park to Limstrong, and the Prince William Parkway. The market area has 112,500 residents living in 39,400 households. The number of households has grown 22.6 percent since 2000, an average rate of 1.3 percent per year. Following the housing crisis, renters have become a larger share of market area households, increasing from 33.2 percent in 2000 to 40.4 percent in 2016. Local and national trends favor a continued high share of renters into the future.



Market area households are relatively large with an average household size of 3.04 persons. However, almost half (48.2 percent) of households have only one or two persons, who are often drawn to multi-family apartments and condominiums. Households in the market area have a median income of \$77,919. Among renter households, 40.1 percent have incomes between \$50,000 and \$100,000, and 13.7 percent have incomes of \$100,000 or more. These demographic trends suggest good demand for the type of quality multi-family housing that could be developed in Manassas Park's city center.

Multi-family trends compiled by CoStar (Apartments.com) show that the market area includes 9,982 multi-family rental units. (See Table A-1.) The vacancy rate of only 5.1 percent is healthy; it increased



from 3.4 percent in 2015 with the opening of 305 new units. The multi-family inventory has grown 63 percent since 2000 and 22.4 percent over the last decade. More than 1,300 units have been built since 2011. Annual absorption has averaged 192 units over the past decade. Rents now average \$1,340 per month or \$1.43 per square foot. As would be expected, rents among newer developments are higher with Class A buildings renting at \$1,100 to \$1,500 for one-bedroom units and \$1,450 to \$1,900 for two-bedroom units. Proximity to the VRE station yields an extra rent premium.

These rent levels are sufficient to support wood-frame construction of up to five stories with surface parking. They would need to increase significantly to support the cost of structured parking. Some potential cost savings could be achieved through some shared use of VRE parking in the evenings and on weekends.

New residential development proposed for sites near the VRE station includes Palisades at Manassas Park, a 304-unit complex on Manassas Drive at Railroad Drive. The Elms at Signal Hill Station opened in 2016 in Prince William County within walking distance of the station and is planned for a total of 296 units. Other proposed multi-family developments include Richmond Station east of the Norfolk Southern Railroad and north of Liberia Avenue adjoining Signal Hill Park, which is planned for 70 multi-family units and 104 townhouses. Orchard Bridge has 368 new units of a planned total of 1,260 units along Route 28 just south of the Fairfax County line.

Given the land use patterns of Manassas Park and surrounding jurisdictions, auto ownership is almost mandatory. This means that parking ratios need to be appropriate to the suburban setting. Using VRE for the daily commute of one of the household's wage earners possibly could allow a couple to reduce from one to two cars, but it will not eliminate the need for a car given the heavy dependence on auto access. Every apartment will generate a need for at least 1.5 to 2.0 parking spaces with additional spaces for visitor parking. There is no local precedent for paid parking.

Retail Development Potential

Retail demand is a function of the number of market area households within easy walking and driving distance, their incomes and the extent, nature and location of competitive retail operations. The market area that can be tapped by a retailer is defined as the area within easy driving distance from which the retailer is expected to draw 80 to 90 percent of its residentially-based customers. It is defined by distance, by the location of competitive retail clusters and by natural and man-made boundaries.

When retailers seek sites, they are focused on several key criteria, including:

- a minimum number of current market area households (not projections of future households);
- minimum income levels and/or other characteristics (such as homeownership) shared by their likely customers;
- appropriate retail space with ceilings that are at least 14 feet high, glass fronts, typically 60 to 100 feet deep, with adequate loading and service areas;
- visibility from a major thoroughfare for effective marketing;
- convenient parking with three to five spaces per 1,000 square feet of retail space, preferably immediately adjacent to the store;



- synergies with major activity generators, such as a grocery store or other anchor store, a library or recreation center, a transit station and/or a major programmed public space;
- competitive rents; and
- development incentives, such as allowances for interior fit-out and finishes.

Most retail chains have strict requirements (such as minimum numbers of households within a three-mile radius, minimum household incomes and minimum levels of pass-by traffic) that are based on their business model and lengthy research on what works for their businesses.

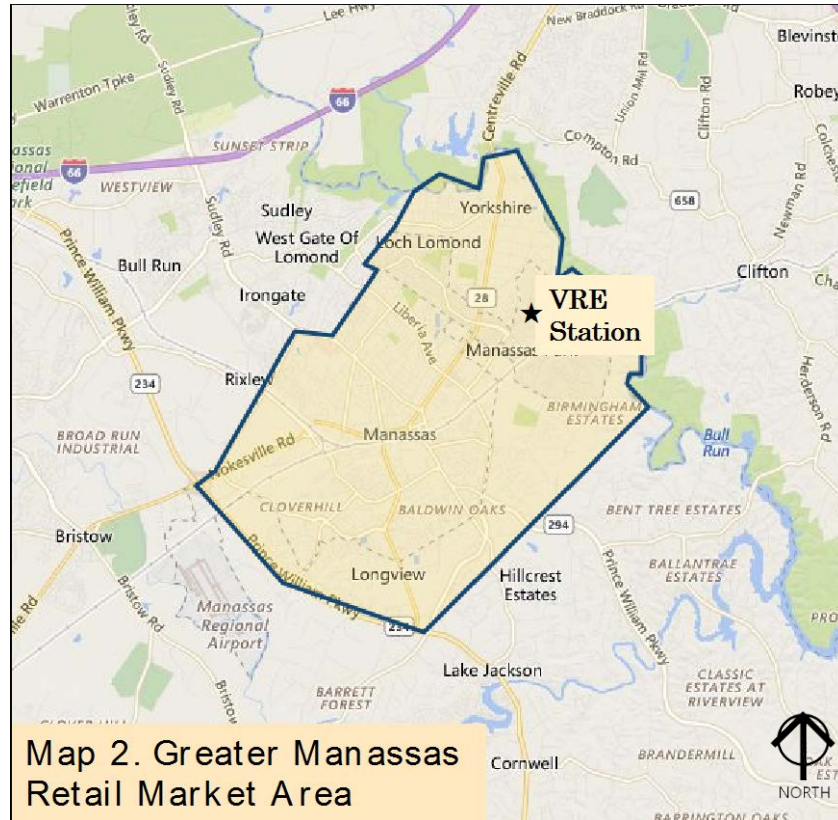
At the same time, cities are seeking to activate their downtown streets and public spaces by including active uses on the first floors of office and residential buildings. Over the years, zoning requirements that all first-floor spaces include retail space have created unfortunate situations with retail spaces that have never been leased because they do not meet the criteria imposed by prospective retail tenants. Such requirements are best imposed only in locations that can reasonably compete for retail uses and in amounts appropriate to the scale of the market support. Building too much retail space can result in high retail vacancies and/or low sales for all of the retailers, increasing business failures and turnover.

There are alternative approaches to activating streets and public areas. In residential buildings, the fitness center, business center and/or tenant lounge areas can be located to the first floor with extensive glass for views from the sidewalk. Civic facilities can be located on the first floor, such as a library or recreation use; they are less dependent on visibility from pass-by traffic. Childcare facilities could benefit from collocation with VRE parking. Landscaped areas and public art can soften a building's edge and improve the pedestrian experience on the adjoining sidewalk.

Most mixed-use developments with 400 to 600 residential units do not generate enough internal demand to support much retail space. As a result, retailers typically need to attract shoppers from beyond the project borders. Most cannot succeed strictly on the strength of their own marketing and promotions. They need the benefit of visibility from a major thoroughfare to alert residents and visitors to their presence and then remind potential patrons that they are there.

The Manassas retail market area, shown in Map 2, includes 4.2 million square feet of retail space with a current vacancy rate of 4.8 percent, down from a high of 8.2 percent in 2011. (See Table A-2.) Since 2006, net absorption has averaged 51,000 square feet with deliveries averaging 70,700 square feet annually. No space has been added since 2013, but 56,200 square feet is currently under construction in a new neighborhood center on Liberia Avenue and a childcare center in the Park Towers development behind the Residences at City Center.





Map 2. Greater Manassas Retail Market Area

City Center has leased only two retail spaces, a bank and an insurance agency, since entering the market in 2009 with up to 26,132 square feet still available. In part, this reflects the owner’s unwillingness to fund any tenant improvements and possibly the location of its parking across Manassas Drive adjacent to City Hall.

The Palisades mixed-use development on Manassas Drive just east of Railroad Drive includes 22,750 square feet of retail space in its first phase. The second phase would expand on the south side of Manassas Drive to include another 17,600 square feet of retail space.

On-site employees generate primarily lunchtime restaurant demand. Lunch business alone is not enough to support most restaurants. Almost all need to combine that lunchtime business with dinner, evening and weekend business. They need nearby residential development to generate that evening/weekend activity and to support and enliven the retail area. Most successful mixed-use developments, especially in the suburbs, devote a large majority of their space to residential units, typically 60 to 80 percent.

Retail tenancy in most town center projects is primarily focused on restaurants, cafes and other businesses that can generate frequent repeat visits. Daily support uses, such as dry cleaners and banks, can be successful as well if they can offer convenient curbside parking that allows off-site residents with quick, convenient access.



The location at the VRE station offers an opportunity to take advantage of homeward bound commuters with food retailers and restaurants. Retail development along Park Center Court would be appropriate only for the Manassas Drive and Park Center Court frontage. Few, if any, retail uses could be attracted further into the site's interior. One potential opportunity would be childcare for VRE commuters.

Office Development Potentials

It is unlikely that even a well-executed mixed-use development in the city center could attract a major corporate office use to the site.

Trends in regional and national office markets suggest that demand for space in conventional single-purpose office parks is waning in favor of offices in mixed-use districts that can offer a range of uses within easy walking distance. Many Millennials and other knowledge workers are gravitating to jobs in walkable mixed-use districts with easy access to restaurants, retail and services. As labor markets have become more competitive and businesses have become more dependent on being able to attract young workers, businesses are choosing offices in locations that appeal to these valuable workers.

In metropolitan Washington, DC, that has resulted in shifts to urban and suburban sites around Metro stations so as to access transit-dependent workers from around the region. While VRE creates a transit-oriented development potential, it will have minimal impact on office demand. Unlike Metro's 18-hour operations with frequent service in each direction, VRE operates primarily in rush hour to help commuters access jobs in Washington, Arlington and Alexandria. Only one mid-day train operates in the reverse direction. Employers receive no advantage from being located at an outboard commuter rail station that delivers neither employees nor customers, so there is minimal office demand generated by the VRE station.

The primary office demand in Manassas Park is for professional and other services focused on nearby residents – dental and medical offices, physical therapy, legal, insurance, real estate, home health care and tax services. Large tenants with more than 10,000 square feet of space in newer Manassas and Manassas Park office buildings are relatively few. They include training institutes, engineers, construction contractors and government agencies, such as the Federal Bureau of Investigation field office.

Office trends in the Greater Manassas Market Area shown on Map 1 provide valuable context for this market assessment. This market area includes 4.1 million square feet of office space in 289 buildings with a 12.1-percent vacancy rate, as shown in Table A-3. Based on historical absorption trends, the current overhang of vacant space represents a six- to nine-year supply. The vacancy rate is down from 16.7 percent in 2013 but still well above healthy levels of six to eight percent. Since 2009, only 22,500 square feet of space has been added to the market area inventory. Even prior to the Great Recession, deliveries of new space averaged only 139,600 square feet per year from 2000 through 2007.

The single building under construction is in Innovation Park near the George Mason University Science & Technology Campus for BerkleyNet, a worker's compensation insurance underwriter. An additional 500,000 square feet of space is proposed in the Market Area but not yet started, almost all located either along I-66 or in Innovation Park.



Within a one-mile radius of the VRE Manassas Park station are 16 office buildings with 309,314 square feet and a current vacancy rate of 8.5 percent. Only two buildings have been built since 1990, both opening in 2006 – Railroad Professional Building and Signal Hill Professional Building. With 30,000 square feet of space, 25 percent of the Railroad Professional Building is vacant. Signal Hill Professional Building is a condominium office building on Liberia Avenue with 10,924 square feet in five spaces available for sale. These vacancy levels would dissuade other developers from building in the area for three years or more.

Competitive office buildings offer surface parking. Structured parking to achieve higher densities is an expense not typically justified by current office rent levels.

Shared Parking

Given the very specific blocks of time used for VRE commuter parking, there could be opportunities to share that parking with on-site retail, restaurant and residential uses whose needs peak in the evening and on weekends if located proximate to those uses.



Table A-1. Market Area Multi-Family Housing Trends, 2000-June 2016

Year	Total Buildings	Units					Asking Rent		
		Total	Vacant	Percent Vacant	Net Absorption	Under Construction	Average Square Feet	Per Unit	Per Square Foot
2000	30	6,111	111	1.9%	2	576	874	\$927	\$1.06
2001	31	6,687	248	3.8%	439	459	898	\$961	\$1.07
2002	32	6,766	212	3.2%	115	1,000	897	\$936	\$1.04
2003	34	7,145	383	5.5%	209	768	908	\$967	\$1.06
2004	37	7,913	758	9.7%	393	-	913	\$1,012	\$1.11
2005	37	7,913	391	5.0%	367	402	913	\$1,047	\$1.15
2006	37	7,913	259	3.3%	132	402	913	\$1,065	\$1.17
2007	38	8,315	415	5.1%	246	287	924	\$1,097	\$1.19
2008	40	8,602	457	5.4%	245	292	927	\$1,116	\$1.20
2009	41	8,893	526	6.0%	223	-	925	\$1,119	\$1.21
2010	41	8,893	375	4.3%	151	-	925	\$1,152	\$1.24
2011	41	8,893	339	3.9%	36	425	925	\$1,208	\$1.30
2012	42	9,006	357	4.0%	95	680	920	\$1,246	\$1.35
2013	43	9,318	376	4.1%	295	368	920	\$1,247	\$1.35
2014	44	9,686	457	4.8%	287	-	930	\$1,263	\$1.36
2015	44	9,686	325	3.4%	132	305	930	\$1,285	\$1.38
Jun-16	45	9,982	504	5.1%	116	9	939	\$1,340	\$1.43
2006-June 2016 Total and Average Annual Change									
Number	8	2,069	245	0	192	- 393	26	\$275	\$0.26
Percent	21.6%	26.1%	94.6%	54.5%		-97.8%	2.8%	25.8%	22.2%

Note: Market Area includes Manassas Park, Manassas and Prince William County's Route 29 subarea generally bounded on the north by I-66, on the east by the Occoquan River, on the south by a line drawn between Hemlock Overlook Regional Park and Limstrong, and on the west by Prince William Parkway.

Source: CoStar, 2016; Partners for Economic Solutions, 2016.

Table A-2. Market Area Retail Trends, 2006-June 2016

Year	Total Buildings	Total Square Feet	Vacant Square Feet	Vacant Percent	Net Absorption	Deliveries	Under Construction	Net Rent
2006	375	3,541,208	54,114	1.5%	110,384	45,945	92,875	\$23.35
2007	379	3,647,467	176,347	4.8%	- 15,974	106,259	182,008	\$16.86
2008	389	3,833,390	241,771	6.3%	120,499	185,923	333,433	\$22.41
2009	398	4,185,731	305,202	7.3%	288,910	352,341	-	\$19.63
2010	399	4,191,760	286,313	6.8%	24,918	6,029	3,500	\$16.99
2011	396	4,187,312	341,662	8.2%	- 59,797	3,500	14,820	\$18.80
2012	396	4,199,809	300,227	7.1%	53,932	14,820	-	\$19.84
2013	393	4,176,099	309,929	7.4%	- 33,412	3,020	-	\$17.84
2014	393	4,176,099	264,318	6.3%	45,611	-	-	\$19.95
2015	391	4,171,536	236,398	5.7%	23,357	-	-	\$20.18
Jun-16	391	4,171,536	199,979	4.8%	36,419	-	56,200	\$20.48
2006-June 2015 Total and Average Annual Change								
Number	16	630,328	145,865	3.3%	50,996	70,725	62,101	\$2.87
Percent	4.3%	17.8%	269.6%	220.0%				-12.3%

Note: Market Area includes Manassas Park, Manassas and Prince William County's Route 28 subarea generally bounded on the north by Godwin Road and Manassas Park's northwestern boundary, on the east by the Occoquan River, on the south by a line drawn between Hemlock Overlook Regional Park and Limstrong, and on the west by Prince William Parkway.

Source: CoStar, 2016; Partners for Economic Solutions, 2016.



Table A-3. Market Area Office Trends, 2000-June 2016

Year	Total Buildings	Total Square Feet	Vacant Square Feet	Vacant Percent	Net Absorption	(Square Feet)	Under Construction	Base Rent
2000	255	2,929,296	161,490	5.50%	114,637	164,155	70,063	\$16.69
2001	259	2,999,359	162,749	5.40%	68,804	70,063	30,702	\$15.22
2002	260	3,030,061	266,681	8.80%	- 73,230	30,702	53,400	\$15.55
2003	265	3,135,953	265,497	8.50%	107,076	105,892	66,824	\$16.59
2004	270	3,266,464	140,486	4.30%	255,522	130,511	117,326	\$19.90
2005	272	3,336,216	205,399	6.20%	4,839	69,752	364,065	\$21.70
2006	281	3,700,281	389,766	10.50%	179,698	364,065	181,929	\$22.77
2007	285	3,879,620	478,696	12.30%	90,409	181,929	-	\$22.56
2008	285	3,879,620	481,614	12.40%	- 2,918	-	85,527	\$21.17
2009	288	4,033,612	592,007	14.70%	43,599	153,992	21,535	\$19.92
2010	288	4,033,612	635,390	15.80%	- 43,383	-	21,535	\$19.89
2011	288	4,033,612	585,885	14.50%	49,505	-	21,535	\$19.54
2012	288	4,033,612	627,380	15.60%	- 41,495	-	21,535	\$19.34
2013	289	4,055,147	677,245	16.70%	- 28,330	21,535	-	\$20.03
2014	289	4,055,147	596,593	14.70%	80,652	-	-	\$19.00
2015	289	4,055,147	507,525	12.50%	89,068	-	-	\$18.57
Jun-16	289	4,055,147	491,228	12.10%	16,297	-	73,500	\$19.34
2006-June 2016 Total and Average Annual Change								
Number	8	354,866	101,462	1.6%	26,674	37,627	25,807	\$3.43
Percent	2.8%	9.6%	26.0%	15.2%				-15.1%

Note: Market Area includes Manassas Park, Manassas and Prince William County's Route 29 subarea generally bounded on the north by I-66, on the east by the Occoquan River, on the south by a line drawn between Hemlock Overlook Regional Park and Limstrong, and on the west by Prince William Parkway.

Sources: CoStar, 2016; Partners for Economic Solutions, 2016.



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Appendix B

Memorandum

To: VRE Manassas Park Station Parking Team
From: Anita Morrison
Partners for Economic Solutions
Date: August 19, 2016
Subject: Financing Potentials

The limited budgetary resources available to the City of Manassas Park will restrict its ability to fund development of a major new parking facility for Virginia Railway Express (VRE) commuters. Financing options are needed beyond the City's General Fund and Capital Improvement Budget.

The City's primary assets are three land parcels near the VRE station and City Hall with a total of roughly 15.7 acres. Ideally, a Public/Private Partnership (P3) could be developed that could leverage those land resources and contribute to the cost of the parking garage. Such a P3 could generate revenues from:

- sale or lease of the land;
- tax-increment financing (TIF);
- shared parking; and/or
- developer proffers negotiated in the development approval process.

Other options could include Northern Virginia Transportation Authority funding and Federal Transportation Improvements Generating Economic Recovery (TIGER) Discretionary Grants.

Sale of the Land

PES's evaluation of development potentials indicates potential for residential apartments and a limited amount of retail space over the next four to seven years. Based on the density of comparable apartment developments (45 to 60 dwelling units per acre), a total of 400 to 600 units might be developed on the City's three properties assuming that two acres are used for the parking garage, two to four acres for retail space and parking, and one acre for public open space.



This assumes surface parking because market rents do not now support the cost of structured parking. However, this total could be reduced by stormwater management requirements.

Sale of the City-owned parcels for this development program might generate \$6 to \$8 million in sales revenue or an annual lease rate that could support an equivalent amount in debt financing. This *very preliminary* estimate is based on the sales price of the land on Digital Drive being developed for the Palisades at Manassas Park (purchased in 2011 and 2013), so it may be somewhat conservative. Achieving this sales revenue would require zoning and development approvals that would allow a largely residential development. Requiring that 80 percent of the new development be for commercial uses likely would preclude near-term sales.

Tax-Increment Financing

Tax-Increment Financing (TIF) earmarks the incremental property taxes generated by the increases in property value following designation of a TIF District for funding public infrastructure. The taxing body continues to receive the property taxes generated by the property value at the time of designation. As development proceeds and property values increase, the tax revenues generated by that incremental value are pledged to support public costs of infrastructure and related improvements. Once the construction is underway and investors are assured that the development will be completed, those future tax revenues can secure bond financing. The amount of tax revenues and the size of the potential bond financing depend on:

- when the TIF District is formed;
- the value of any taxable improvements demolished to accommodate development;
- the scale and value of the new development;
- assessment ratios and practices (e.g., how closely assessed value is to market value);
- future land and building value appreciation;
- then-current property tax rates;
- the portion of the tax increment pledged to the improvements;
- bond interest rates;
- the length of the bond period;
- the extent of required reserves; and
- the cost of bond issuance.

Because the size and timing of the bond issue depend on having reliable prospects of future revenues, the bond buyers are likely to require that the “steel is coming out of the ground” before purchasing bonds unless there is a back-up pledge of other revenues on which they can rely. Without such back-up revenues, TIF bonds are often delayed until after the initial infrastructure investments are made.



TIF financing of garage construction would be difficult without simultaneous development of taxable private uses.

Shared Parking

The commuter parking garage could offer some opportunities for shared parking with new City Center developments with parking demands that complement those of VRE's weekday service hours. Some retail, service and residential uses could potentially share parking, reducing somewhat the number of private spaces needed to support new mixed-use development on the City-owned parcels, particularly for uses adjacent to the garage. The ability to substitute commuter spaces for private spaces would allow the developer to build to a higher density and save on some parking costs. The extent of those savings and density increases would need to be determined based on specific site plans and analysis of the timing of parking demands of each use. Depending on the scale of those impacts, the developer might be willing to contribute to the cost of the garage.

Developer Proffers

Virginia jurisdictions often negotiate development approvals conditioned upon developer investments in supportive infrastructure, such as road improvements, traffic signals, donation of school sites and other public facility needs created by the development's impacts. The site review process is designed to identify such impacts and provide the opportunity for the developer to proffer private funding to mitigate the impacts. The potential for proffers depends upon the site zoning and the nature of the approval process. Under by-right zoning, which allows development of specific types and scales without additional approvals, developers do not offer such proffers.

The City of Manassas Park has not typically used proffer negotiations as a means of funding off-site improvements, particularly when the City is the land seller. It typically relies instead on negotiating such investments through the development and sales agreement with the developer. Financially, this has the same effect – dollars that a developer spends on off-site improvements are dollars not available to pay the City for the land.



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Appendix C

Memorandum

To: VRE Manassas Park Station Parking Team
From: John Judge, Desman
Date: September 27, 2016
Subject: Parking Garage Cost Comparison

The table below is a snapshot of our current projects (under construction or recently completed) in the mid-Atlantic region. Each of the reported construction costs includes site work.

As you can see, there is quite a disparity in unit costs which is due to the wide variation of site conditions, foundations conditions, and façade expectations.

In the current market, based on the durability needs of the VRE and the expected façade treatment desired by VRE and the City, I suggest benchmarking the parking structures at \$17,500 per space and adding site work costs to that figure. This figure is consistent with what we have verbally stated in front of VRE and the City.

Project	Location	Construction Cost	No. Spaces	Unit
P-116 Parking Structure at Lot H	NSA Bethesda, MD	\$14,000,000	650	\$21,500
MedImmune Garage C1	Gaithersburg, MD	\$21,100,000	955	\$22,100
Howard CC East Garage Exp.	Columbia, MD	\$13,787,000	743	\$18,600
JMU Mason Street Deck	Harrisonburg, VA	\$17,405,000	1014	\$17,200
McHenry Row Phase II	Baltimore, MD	\$6,918,000	599	\$11,500
Savage MARC Station Garage	Savage, MD	\$9,020,000	696	\$13,000
Holy Cross Hospital Garage	Germantown, MD	\$9,332,000	696	\$13,400



CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

Attachment 2

REQUESTING DEPARTMENT: City Manager & City Attorney

MEETING DATE: December 8th, 2020

SUBJECT/TOPIC: VRE Garage Operations and Maintenance Agreement

BACKGROUND:

In order to address growing demand for VRE ridership, and to deal with the parking overflow from the current 600 space surface parking lot, the City and VRE have pursued the construction of a VRE garage in the future Downtown Manassas Park. As part of this effort, now that the land (ideal location with the approved Phase III downtown development) and funding have both been secured, City Staff and VRE Staff have negotiated the attached Operations and Maintenance Agreement to manage the relationship going forward.

As you see from the attached, the City will grant authority to the VRE to design and construct a garage (675 spaces estimated) on City property. The City will retain ownership of the garage parcel of land, and basement level parking level (131 spaces estimated) to serve as parking for a new City Hall. It will lease the top three levels to the VRE for ongoing usage. Once the VRE decides it no longer needs to use the garage for VRE transit, the City will end the lease and take over the transportation grant funding requirements to keep the garage for transportation purposes (e.g. bus, carpool, whatever the future of transportation may look like).

This garage not only supports the City's goals of reducing congestion for our residents (getting more vehicles off route 28) and promoting public transportation as a public good, it is also a key component of a successful downtown development for our City and a much brighter future.

FINANCIAL IMPACT:

Design: \$617,059 + a 10% contingency for a total of \$678,764.90 in NVTA Transportation Fund Balance held by the City

Construction: Funding for 131 Parking Spaces for the City as part of the Downtown Development- currently estimated at \$2,308,875 (funded by development)

Maintenance: Pro-rata share of annual maintenance costs- \$175 per space estimate: \$22,925 per year.

STAFF RECOMMENDATION:

1. That the Governing Body authorize the Mayor to sign the attached agreement with the VRE, pending final City Attorney review.

ATTACHMENTS:

1. Agreement- FOR DESIGN, CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF PARKING GARAGE AND CONVEYANCE OF EXPANSION PARKING LOT AT MANASSAS PARK VIRGINIA RAILWAY EXPRESS STATION

**AGREEMENT FOR DESIGN, CONSTRUCTION,
OPERATION, USE, AND MAINTENANCE OF
PARKING GARAGE AND CONVEYANCE OF
EXPANSION PARKING LOT
AT MANASSAS PARK
VIRGINIA RAILWAY EXPRESS STATION**

This Agreement is entered into the ____ day of _____, 2020, between and among the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (the “PRTC”) and the NORTHERN VIRGINIA TRANSPORTATION COMMISSION (the “NVTC”), (collectively, the “COMMISSIONS”), together known as hereinafter referred to as the VIRGINIA RAILWAY EXPRESS (the “VRE”), and the CITY OF MANASSAS PARK, VIRGINIA (the “City”).

WITNESSETH:

WHEREAS, the VRE operates commuter rail service into Washington, D.C., providing service to stations located within various jurisdictions including a station in the City (the “Manassas Park Station”); and

WHEREAS, the Manassas Park Station originally provided parking for commuter rail patrons in a 300-space parking lot constructed by the City with City funds (the “City Lot”); and

WHEREAS, because of the increased ridership on VRE, the City subsequently agreed to create, through subdivision, and convey to the VRE a parcel of land of approximately 4.8 acres from City-owned property adjacent to both the City Lot and the Manassas Park Station (the “Expansion Lot Parcel”), on which the VRE agreed to construct an additional 300-space parking lot (the “Expansion Lot”); and

WHEREAS, although the VRE paid to the City the agreed upon purchase price of \$116,000 for the Expansion Lot Parcel and subsequently constructed the Expansion Lot, the Expansion Lot Parcel was never created nor was a deed of conveyance for the Expansion Lot Parcel ever recorded among the land records of Prince William County, Virginia (the “Land Records”); and

WHEREAS, because demand for parking at the Manassas Park Station has continued to increase, exceeding the capacity of the City Lot and the Expansion Lot, the City and the VRE began work on a joint project for the design and construction of a parking garage on City-owned property located across the Norfolk Southern railroad tracks from the Expansion Lot near the City Hall, for which project the VRE expended costs and expense to advance the garage design to approximately the 60% stage; and

WHEREAS, subsequently, the City requested, and the VRE agreed, subject to recoupment of some of its previously expended costs, to change the location of the project to a different, preferred site located directly across the Norfolk Southern railroad tracks from the Manassas Park Station; and

WHEREAS, in furtherance of the project at the preferred location, the City acquired property directly across the Norfolk Southern railroad tracks from the Manassas Park Station and created therefrom a parcel of land of 2.50337 acres, more or less (the "Garage Parcel"), as more particularly shown and described on a plat entitled "PLAT SHOWING LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER A BOUNDARY LINE ADJUSTMENT OF LOTS 1B, 3-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B CONNER CENTER DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 1931, DEED BOOK 1909 PAGE 563 & INSTRUMENT# 202004150029572", dated May 5, 2020, revised through July 31, 2020, prepared by Land Design Consultants of Woodbridge, Virginia, and recorded as Instrument No. 202008030065197, together with that Deed of Boundary Line Adjustment recorded as Instrument No. 202008030065196, both among the Land Records; and

WHEREAS, the City has agreed to convey to the VRE the Garage Parcel, on which the VRE will design and construct a structured parking garage with three levels at and above ground level and one level below ground (the "Garage"), with approximately 544 parking spaces at and above ground level for the VRE's use (the "VRE Parking Levels") and approximately 131 parking spaces below grade on a lower level for the City's use (the "City Parking Level"); and

WHEREAS, the VRE and the City desire to enter into this Agreement to memorialize their understandings concerning the creation and conveyance of the Expansion Lot Parcel and the Garage Parcel and the design and construction of the Garage, and to provide for the operation, use, and maintenance of the Garage.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are hereby incorporated herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the VRE and the City agree as follows:

1. Expansion Lot Parcel.

- a. The VRE will complete the preparation of a subdivision plat creating the Expansion Lot Parcel for review and approval by the City.
- b. The City will convey fee simple title to the Expansion Lot Parcel to the VRE, at no cost to the VRE beyond the sum already paid by the VRE, by special warranty deed in the form attached hereto and incorporated herein.
- c. The operation, use, and maintenance of both the City Lot and the Expansion Lot shall continue to be governed by existing agreements between the City and the VRE.

2. Garage Parcel.

- a. The City and the VRE will enter into a ground lease for the Garage Parcel, whereby the VRE will lease the Garage Parcel for the purposes of constructing, operating and maintaining the Garage. The term of such ground lease will continue for as long as the VRE uses the Garage for commuter rail patron parking. The ground lease must be fully executed prior to issuance by the VRE of a competitive solicitation for construction of the Garage.

- b. The ground lease for the Garage Parcel will include a provision that, if the VRE either (i) determines that it no longer requires use of the Garage Parcel for commuter rail patron parking and provides written notice to the City of the same, or (ii) the VRE does not use the Garage for commuter rail patron parking for a period of one year, then the ground lease will terminate and the City will acquire ownership of all improvements constructed on the Garage Parcel, including the Garage, at no additional cost, subject to the requirement that the City will thereafter use the Garage in accordance with the conditions imposed by the grant funding entities that provided funds to design and construct the Garage.
3. Design and Construction of Garage.
- a. The VRE will be responsible for the design and construction of the Garage.
 - b. The City and the VRE will cooperate on the design and construction of the Garage to ensure that the City Parking Level is constructed in conjunction with construction of the Garage.
 - c. The City will be responsible for all costs required to advance the Garage project to 60% design, subject to a not to exceed amount of \$678,764.90, inclusive of the costs incurred prior to the execution of this Agreement necessary to advance the Garage project to 10% conceptual design and previously authorized by a Letter of No Prejudice from the City dated April 9, 2020, in the amount of \$182,085.00. If additional design funding is required above the foregoing amounts to reach 60% design, the VRE will notify the City of the need for further funding by the City.
 - d. The VRE will expend a maximum amount of \$1,169,270.00 to advance the Garage project from 60% design to 100% design, which represents the funds remaining under the VRE's Standard Project Agreement with the Northern Virginia Transportation Authority for Final Design of a Manassas Park VRE parking garage.
 - e. If additional design funding beyond \$1,169,270.00 is required to reach 100% design, the VRE will notify the City of the need for further funding and the VRE and the City will work cooperatively in seeking other sources of funding.
 - f. The VRE will provide design drawings for review and comment by the City at not less than the following design points: 30% design, 60% design, and 100% design.
 - g. The VRE will expend a maximum amount of \$23.5 million for construction of the Garage using I-66 Outside the Beltway concessionaire funds previously awarded to the VRE.
 - h. The City will be responsible for all costs of construction of the Garage in excess of the aforesaid \$23.5 million provided by the VRE. Prior to issuance by the VRE of a competitive solicitation for construction of the Garage, the VRE shall work cooperatively with the City to identify portions of the Garage project located on the Garage Parcel that could be constructed by the City's development partner, Norton Scott LLC and its affiliates and subsidiaries ("Norton Scott"), or Norton Scott's

contractor, and which could be included in the solicitation as add alternates, the purpose being to allow the add alternates to be constructed by Norton Scott if it can do so at a cost that is less than the add alternate price in the winning bid received by the VRE. The number of add alternates, however, shall not exceed a maximum of three. Permission to use Norton Scott in such situations will not be unreasonably denied by the VRE.

- i. The City and the VRE shall agree upon a method for the City to provide its share of such costs during the design and construction phases based on invoices submitted not more than monthly by VRE to the City and payable by the City within thirty (30) days of receipt.
 - j. The Garage will not be equipped for attendant or mechanically controlled access or paid parking.
 - k. The VRE shall not issue a competitive solicitation for construction of the Garage unless the Expansion Parcel has been conveyed to the VRE.
4. Garage Operations and Maintenance.
- a. The VRE will be responsible for all maintenance and operation of the VRE Parking Levels of the Garage, including but not limited to snow removal during times VRE service is operated (“VRE Service Hours”). Snow removal during times outside of VRE Service Hours may be provided at the City’s cost upon prior arrangement with the VRE. The City’s Police Department will provide additional periodic patrol of the VRE Parking Levels as requested by the VRE. The VRE reserves the right to close the VRE Parking Levels for purposes of maintenance and repair, and will provide the City with not less than 30 days’ advance notice thereof.
 - b. Maintenance of the City Parking Level will be performed by the VRE as part of overall Garage maintenance, with the City paying the VRE for its pro rata share of such maintenance. The City will be responsible for the operation and use of the City Parking Level, including the designation of all or a portion of the parking spaces on the City Parking Level for use as determined by the City Manager.
 - c. The VRE and the City will each be responsible for providing clean-up of the Garage Parcel as required due to the use of the Garage by the invitees, patrons, employees, officers, or agents of the VRE and the City, respectively.
 - d. Parking on the VRE Parking Levels of the Garage will be primarily for the use of commuter rail patrons during VRE service hours (“VRE service hours”). Outside of VRE service hours and on days that VRE service does not operate, the VRE Parking Levels of the Garage may be used for public parking by the City.
 - e. The VRE may take reasonable measures to ensure that commuter rail patrons are given the first priority for use of the VRE Parking Levels of the Garage. The VRE and the City shall agree upon a means to count use of the Garage spaces by

commuter rail patrons and non-commuter rail patrons outside of VRE service hours and on days that VRE service does not operate.

- f. At such time as the daily parking occupancy on the VRE Parking Levels of the Garage regularly exceeds 90% during VRE service hours on average over a twenty-eight (28) day period, the VRE and the City will jointly conduct a survey using agreed upon methodology to determine the proportion of parking spaces being used by commuter rail patrons and non-commuter rail patrons on the VRE Parking Levels and the City Parking Level of the Garage during VRE service hours. The VRE and the City will thereafter conduct an annual survey to determine the proportion of commuter rail patrons and non-commuter rail patrons using the VRE Parking Levels and the City Parking Level.
 - i. If any survey shows that more than twenty percent (20%) of the spaces in the VRE Parking Levels of the Garage are being used by non-commuter rail patrons during VRE service hours, the costs of maintenance and operation of the Garage will be apportioned between the VRE and the City based on the average use of commuter rail patrons and non-commuter rail patrons.
 - ii. If any survey shows that more than twenty percent (20%) of the spaces in the City Parking Level are being used by commuter rail patrons during VRE service hours, the costs of maintenance and operation of the City Parking Level will be apportioned between the VRE and the City based on the average use of commuter rail patrons and non-commuter rail patrons.
 - iii. The City and the VRE may install signs to discourage non-commuter rail patron use of the VRE Parking Levels of the Garage and commuter rail patron use of the City Parking Level during VRE service hours.

5. Miscellaneous Provisions.

- a. Notice. Any notice which may be or is required to be given pursuant to this Agreement shall be delivered or sent by certified mail, prepaid, return receipt requested, and addressed to the following:

To the VRE: Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
Attention: Chief Executive Officer

To the City: Manassas Park City Hall
One Park Center Court
Manassas Park, Virginia 20111-2395
Attention: City Manager

- b. Term. The term of this Agreement shall commence on the date it has been signed by both the VRE and the City and shall expire on June 30, 2025. The term shall automatically extend for additional five (5) year terms, each commencing on July 1

and expiring on the following June 30, unless a party provides written notice to the other party not less than ninety (90) days prior to the expiration of the then-current term that the party does not wish to automatically extend the term, in which case this Agreement will terminate on the last day of such term and will have no further force or effect, except for those provisions that by definition necessarily survive the termination of this Agreement.

- c. Dispute Resolution. In the event of a disagreement concerning the provisions of this Agreement or regarding the maintenance, use, or operation of the Garage generally, the parties shall use their best efforts to reach a mutually agreed resolution of the disagreement. As necessary, the disagreement shall be brought to the VRE Chief Executive Office and the City Manager for discussion and resolution.
- d. Default. The failure of either party to perform its obligations hereunder in accordance with the terms of this Agreement shall constitute a default, and in the event of such, the non-defaulting party may either (i) bring an action in the appropriate court to enforce the defaulting party's obligations, or (ii), after the provision of not less than 30 days' notice and an opportunity to cure, the period for such cure being reasonable under the circumstances, and assuming the failure to perform is not the subject of ongoing efforts of dispute resolution (see Subsection 5c above), terminate this Agreement.
- e. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, and all actions to interpret or enforce its terms shall be instituted in Circuit Court of Prince William County, Virginia, or the United State District Court for the Eastern District of Virginia, Alexandria Division.
- f. Claims. Neither the City nor the VRE will be responsible for claims arising out of the other party's use of Garage. The foregoing will not, however, be construed as a waiver by the City or the VRE of any defenses, legal or statutory, that the City or the VRE can use in response to claims being asserted against them.
- g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be in violation of any applicable law, and such declares such provision to be unlawful, void, illegal or unenforceable, the provision shall be severable, and the remainder of this Agreement shall continue in full force and effect.
- h. Non-Waiver. The failure of either the VRE or the City to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.
- i. Force Majeure. In the event either party is prevented from meeting its obligations hereunder, through no fault of its own, because of circumstances beyond its control, including, but not limited to, acts of God, strikes, and governmental and other approvals, then the party shall be excused from meeting its obligations for the pendency of those circumstances.

- j. Incorporation. This Agreement constitutes the final expression of, and contains the entire agreement between, the VRE and the City with respect to the subject matter hereof and shall not be amended except by a written instrument executed on behalf of both the City and the VRE.
- k. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same instrument, either of which may be deemed the original agreement.
- l. No Third Party Rights. This Agreement shall not be construed as creating any rights in third parties not a party to this Agreement.

{Signature page follow}

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the date and year aforesaid.

City of Manassas Park, Virginia

Jeanette Rishell, Mayor

Northern Virginia Transportation Commission and
Potomac and Rappahannock Transportation
Commission, together, the Virginia Railway
Express

Rich Dalton, Chief Executive Officer