



# CITY OF MANASSAS PARK

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

**Mayor:**  
*Jeanette Rishell*

**Vice Mayor:**  
*Preston Banks*

**Council Members:**  
*Miriam Machado*  
*Donald Shuemaker*  
*Hector Cendejas*  
*Alanna Mensing*  
*Haseeb Javed*

**City Manager:**  
*Laszlo A. Palko*

**City Clerk:**  
*Lana A. Conner*

**City Attorney:**  
*Dean Crowhurst*

## MANASSAS PARK GOVERNING BODY Agenda for February 18, 2020 7:00PM

| Item # |  | Page #  |
|--------|--|---------|
| 1      | Approval of Agenda   | 1-2     |
| 2      | Moment of Silence / Pledge of Allegiance                                 |         |
| 3      | Public Comment Time  |         |
| 4      | Joint Public Hearing and Meeting: Governing Body and Planning Commission |         |
| 4a     | Consolidated Public Hearing (supporting Staff Report)                    | 3-30    |
|        | •Public Hearing – Zoning Ordinance Text Amendment, ZOTA #19-07           |         |
|        | •Public Hearing – Conditional Use Permit, CUP #19-07A                    |         |
|        | •Public Hearing – Conditional Use Permit, CUP #19-07B                    |         |
|        | •Public Hearing – Waiver, WAI #19-07                                     |         |
| 4b     | Consolidated Public Hearing (supporting Staff Report)                    | 31-39   |
|        | •Public Hearing – Comprehensive Plan Amendment, CPA #20-01               |         |
|        | •Public Hearing – Rezoning, RZ #20-01                                    |         |
| 4c     | Planning Commission Action Items   | 40-45   |
|        | 1. ZOTA 19-07 Waste Transfer Facility & Recycling Facility               |         |
|        | 2. CUP 19-07a Waste Transfer Facility                                    |         |
|        | 3. CUP 19-07b Recycling Facility   |         |
|        | 4. WAI 19-07 Landscaping   |         |
|        | 5. CPA 20-01 Properties Boundary Line Adjusted into the City             |         |
|        | 6. ZOTA 20-01 Properties Boundary Line Adjusted into the City            |         |
| 5      | Presentations/Recognitions: None   |         |
| 6      | Information  |         |
| 6a     | Census Update  |         |
| 6b     | Recycling Update   | 46-53   |
| 7      | Consent Agenda   |         |
| 7a     | Minutes Approval: January 21 and February 4, 2020                        | 54-82   |
| 8      | Unfinished Business: None  |         |
| 9      | New Business   |         |
| 9a     | CM: Manassas Park Transitional Neighborhood Library                      | 83-139  |
| 9b     | CM: Blooms Office Renovation Construction Build Contracts                | 140-141 |
| 9c     | Budget Work Session – Governing Body Guidance                            |         |
| 10     | Manager Report   |         |
| 11     | Closed Meeting   |         |

|    |                          |  |
|----|--------------------------|--|
| 12 | Return to Open Meeting   |  |
| 13 | Certification of Meeting |  |
| 14 | Adjournment              |  |

## ***CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION***

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

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearings:

- Zoning Ordinance Text Amendment, ZOTA #19-07, I-1 District Conditional Use Permi
- CUP # 19-07A, Waste Transfer Station
- CUP # 19-07B, Recycling Center
- Waiver, WAI #19-07, Landscaping at 9115 Industry Drive

**Attachment:** Staff Report for Zoning Ordinance Text Amendment, ZOTA #19-07; Conditional Use Permit, CUP #19-07A; Conditional Use Permit, CUP #19-07B; Waiver, WAI #19-07



**CITY OF MANASSAS PARK**  
**Joint Public Hearing**  
**Planning Commission and Governing Body**  
**Tuesday, February 18, 2020**  
**7:00 PM**

**Zoning Ordinance Text Amendment, ZOTA #19-07, I-1 District**  
**Conditional Use Permit, CUP # 19-07A/B, Waste Transfer Station/Recycling Center**  
**Waiver, WAI #19-07, Landscaping at 9115 Industry Drive**

**Issues:** Consideration of a 1) Zoning Ordinance Text Amendment, ZOTA #19-07 to define a waste transfer station and recycling center, allow a waste collection service as a permitted use and a waste transfer station and recycling center as a conditional use in the I-1 district; 2) Conditional Use Permit, CUP #19-07A to establish a waste transfer station in the I-1 District; 3) Conditional Use Permit, CUP #19-07B to establish a recycling center in the I-1 zoning district, and 4) Waiver, WAI, #19-07 to reduce the open space requirement of the I-1 District from 20% to 14% of the site and the vegetative screening requirement for outdoor storage areas.

**Conditional Use Permit Applications:**

**Applicant:** Dominion Recycling and Transfer, LLC

**Location:** 9115 Industry Drive (Tax Map No. 11-1-49)

**Acreage:** 2.62 acres

**Zoning:** I-1, Industrial District

**Comprehensive Plan Designation:** Conner Center Redevelopment District

**Surrounding Land Use & Zoning:**

|       | <b>Zoning</b> | <b>Current Use</b>                                   | <b>Comprehensive Plan Land Use Designation</b> |
|-------|---------------|--|--|
| North | I-1           | Warehouse  | Connor Center Redevelopment District           |
| South |               |  |  |
| East  | N/A           | Residential-Prince William Co./Railroad right-of-way | N/A  |
| West  | I-1           | Warehouse/Construction Materials & Equipment         | Connor Center Redevelopment District           |

**Description of the Applications:**

Conditional Use Permits: The applicant is proposing to establish two new uses at the subject property, 9115 Industry Drive, in two phases and as separate conditional use permits. For the first phase, the applicant is seeking to construct a new 12,000 square foot building to operate a waste transfer station (CUP#19-07A). The proposed waste transfer station will operate in conjunction with the waste collection business currently operating at the property. The site currently functions as an office and truck storage yard for Patriot Disposal. The second phase (CUP #19-07B) proposes to establish a recycling center within the existing 9,000 square foot building. When the recycling center is operational, the waste collection business will no longer operate at the site and will relocate to a different property. The applicant does not anticipate operating the recycling center immediately. As one of the conditions, the applicant has up to ten years to renovate the existing building and begin the operation of the recycling center. A detailed description of how the waste transfer station and recycling center will operate can be found in Attachment C.

Zoning Ordinance Text Amendment: A companion zoning ordinance text amendment, ZOTA #19-07, is also required for the existing and proposed uses associated with 9115 Industry Drive. As currently written, the I-1, Industrial district prohibits equipment used for trash or refuse removal. Therefore, the current use of the property is not compliant with the zoning regulations. In addition, a waste transfer station and recycling center are not identified as uses in the zoning ordinance. Pursuant to Sec. 31-13(g) of the zoning ordinance, any use that is not specifically listed is prohibited. Therefore, ZOTA #19-07 also proposes to define a waste transfer station and recycling center and add each of them as a conditional use in the I-1 district.

Waiver: The site, as proposed, does not meet the open space or the supplemental vegetative screening regulations as required under the zoning ordinance. Therefore, the applicant is requesting a waiver of these provisions under Section 31-33.2 of the Zoning Ordinance. A detailed explanation of the waiver can be found under the Zoning Requirements section of the staff report.

**Zoning Considerations for Conditional Use Permits:** Depending on the zoning district, there are certain uses that require legislative approval before a business can operate. Such uses may create unwanted impacts for the City and the surrounding property owners. Review of a conditional use permit allows staff, the Planning Commission and the Governing Body an opportunity to evaluate the proposed use, identify potential impacts and establish specific conditions to mitigate operational characteristics that may negatively affect the community and surrounding properties. The subject property, 9115 Industry Drive, is zoned I-1, Industrial District. Subject to approval of the companion zoning ordinance text amendment, ZOTA #19-07, the applicant is requesting to operate a waste transfer station and recycling center at the subject property as conditional uses. Factors for the Planning Commission and Governing Body to consider when evaluating a conditional use permit can be found in Sec. 31-54(c) of the Zoning Ordinance and are provided in Attachment B.

**Evaluation Criteria:** Staff has evaluated the conditional use permit applications based on the criteria provided in Sec. 31-54(c) of the Zoning Ordinance:

Compatibility with Adjacent Properties: The property is surrounded by traditional industrial uses. To the northwest is Pop's Place Warehouse. Lee's Gas/ Real Estate Warehouse is located the southwest of the site. The Norfolk Southern Railroad right-of-way serve as the property's boundary to the southeast. Screening will be provided along the property boundary shared with the railroad. A three to six foot retaining wall will be provided along the entire length of this lot line, and on top of this wall, a six foot

tall chain link fence with opaque slats will be provided, creating a substantial visual barrier along the railroad. Existing trees along this property boundary will serve as the supplemental vegetative buffer.

The only incompatible land use is the large residential lot located to the rear or northeast end of the property. The residential property is just outside the city's limits and is located in Prince William County. Therefore, the city zoning requirements are not applicable to the residential property. Nevertheless, staff is still concerned about the incompatibility between a waste transfer station and recycling center and the residential use. Given its distance and location, it appears the impact on the proposed uses on the dwelling will be limited. The dwelling is located 336 feet away from the subject site and is separated by substantial tree cover. Moreover, there is a seven foot tall hill between the dwelling and the proposed facilities creating a natural barrier between the uses. Furthermore, a six foot tall metal panel fence and supplemental evergreen plantings will be provided along the property line shared by the residence. It is noted that Patriot Disposal has been operating its business and storing trash trucks at the site for approximately four years without any complaints.

**Zoning Requirements:** The proposal meets all but a few of the I-1 district requirements. As shown on the CUP plan, the existing building and the proposed waste transfer station meets the height, building setbacks and building coverage requirements for the I-1 district. Consistent with the I-1 district, all loading docks and garage doors are not visible from the street. Additionally, no storage is proposed between the street and the front yard setback, as required. It is noted there are two trailers currently located to the rear of the existing building. Such trailers are not permitted and they will be removed upon completion of the Phase II construction to be replaced with a landscaped area.

The site does fall short of the open space and vegetative screening requirements. The I-1 district requires 20% of the site be open space (22,837 square feet). Storage areas are also required to be screened from view at grade level by opaque screening and vegetation. The applicant is requesting a Waiver, WAI #19-07 to reduce the open space to only 14% of the site (16,000 square feet) and to eliminate the vegetative screening that supplements the visual barrier requirement of storage areas. The vegetation exemption is requested along the north and south boundaries of the property.

The requested waiver would allow the removal of 6,837 square feet of required open space. By co-locating the waste transfer station and recycling center on one site, the owners can streamline the business operations by sharing space, equipment and staff. Both operations use vehicles and trailers that require large storage areas and wide turning radii. To accommodate the number, size, storage and circulation of vehicles safely, the site needs to be surfaced predominately with materials that can withstand truck travel.

As for the supplemental vegetative screening waiver, a chain link fence with opaque slats will still provide screening. Only the supplemental vegetation will be missing, and only along the rear half of the northern property boundary, where the existing building is located, and the southern property boundary shared with Lee's Gas Real Estate Partnership. The areas where the vegetation exemption are requested are fully paved, both on the subject site and adjoining properties, and there is little to no room for viable vegetation.

Staff is supportive of the open space and vegetative screening waivers. Concentrating open space and vegetative screening along the property boundary abutting the residential use is a more effective and appropriate use of landscaping requirements than meeting the exact open space percentages and required

locations supplemental vegetation. Staff believes that the opaque slats in the chain link fence will be sufficient screening for these areas. Furthermore, when the existing trailers are removed from the site, this area will be landscaped and can provide additional vegetation along the rear half of the northern property boundary.

Environmental Considerations: As part of the CUP conditions, the applicant is addressing environmental concerns, including proper permitting, runoff control, odor, noise and dust. All necessary permits from the Virginia Department of Environmental Quality (DEQ) will be obtained and the facilities will operate in strict compliance with all permits and regulations. With respect to liquids at the site, all water that comes in contact with solid waste shall be managed as leachate. All liquids within the building will be contained through proper grading of the floors to floor drains. The liquids will then go into a holding tank and then be pumped into the local sewer system after being properly approved for discharge. These liquids will both be tested on normal intervals as required by DEQ or others to ensure they meet the necessary standards for proper discharge to protect the environment. Stormwater runoff will be managed through an on-site storm sewer system and properly discharged off site. The applicant may purchase and utilize nutrient credits in connection with the operation of the storm sewer system.

Any odors from the facility will be managed by properly loading materials into tarped trailers and moving materials out of the facility in a timely manner. Additional odor control measures will be implemented as needed. These will likely include a misting spray that is specially designed for solid waste facilities. Dust will also be controlled through a misting system, as needed. Noise in the facility will be controlled by fencing and screening of the operations as well as the containment of all unloading within the building. Screening of the site will be provided as reflected on the CUP plan. All site lighting will utilize cut-off fixtures to minimize glare and light migration off-site.

Lastly, the applicant will submit a hazardous materials management plan and a spill mitigation plan to the Fire Marshal for approval prior to obtaining an occupancy permit. The site will also be complaint will all fire protection regulations.

Parking and Site Circulation: Based on the parking regulations, the uses for Phase I (waste collection business and waste transfer station) and Phase II (waste transfer station and recycling center) require 17 spaces. As shown on the CUP Plan, 18 spaces, including 2 handicapped spaces are being provided. The parking spaces will be located in front of the existing building and along the front half of the northern property boundary. The requisite peripheral parking lot landscaping and parking lot landscape islands are being provided, as shown on the CUP Plan.

As proposed by the applicant, two uses will always operate from the site. The waste transfer station and the existing waste collection business will operate concurrently in Phase I. For Phase II, the waste transfer station and recycling center will operate simultaneously. To ensure the site can safely accommodate two uses at one time, the applicant has delineated 55 vehicle storage spaces on the site to demonstrate that all 40 trash trucks used in the waste collection business can be parked on-site without issue. After trucks leave the site during daily operations, the truck storage spots serve as additional employee parking. As shown on the CUP Plan, the various activities for the concurrent uses can be adequately accommodated. The site will contain a vehicle/truck scale, nine trailer storage spaces, five loading/unloading areas for the waste transfer station and the loading/unloading area for the recycling center. Lastly, the applicant has provided a vehicle movement and truck stacking exhibit as part of the CUP Plan. The exhibit demonstrates that the site is adequately designed to accommodate the various vehicles and the loading areas are properly situated so trucks can safely access the facilities without conflict. See Attachment D.

Traffic Impacts: With an additional use on the property, daily vehicle trips from the site will increase. However, the increase is negligible, and it will have little to no impact on existing traffic. Currently, the site generates an average of 260 vehicle trips per day. This number is inclusive of employee trips and truck trips. The addition of the waste transfer station will create 315 average daily trips from the site. The increase is a result of 5 additional employees, 15 anticipated residential customer trips and 30 tractor trailer trips generated by the operation of the waste transfer station. Note that these numbers account for both the outbound and inbound trips. For example, the 30 tractor trailer trips is actually 15 truckloads leaving the site and then returning. When the recycling center is operational and the waste collection business moves off-site, the average daily vehicle trips will drop from 315 to 243. This number includes 138 truck trips, 15 residential trips and 90 employee trips.

Based on the operational characteristics of the uses, vehicle trips will be staggered throughout the day. For the existing waste collection operation, trucks depart the site between 2:00 am and 6:30 am and return between 1:00 pm and 6 pm. The tractor trailer trips from the waste transfer station and recycling center will also occur throughout the workday. It is estimated there will be 15 outbound tractor trailer trips generated by the waste transfer station. When the recycling center is added to the site and the waste collection business relocated, it is anticipated there will be 20 additional trucks entering and leaving the property daily.

Note there is overlap in the vehicle trips for the waste collection company and the waste transfer station. The return trip of the 40 waste collection vehicles will also serve as a trip to the waste transfer station since these trucks will be bringing their last load of the day back to the site. On Wednesdays, trucks servicing Manassas Park will make two trips to the waste transfer station. Instead of disposing of the trash at other locations, the refuse will be brought to the waste transfer station, resulting in a few additional trips on that day. The peak hourly truck trips for the current and future phases does not increase significantly. The peak hourly truck trips for the current operation is 30. Phase I anticipates a peak hourly rate of 35 trucks, while Phase II anticipates 38 trucks. Please refer to Attachment E for daily trip counts, number of vehicles stored overnight and hourly truck frequency for the current operation and future phases.

Conformance with the Comprehensive Plan: The proposed waste transfer station and recycling center are uses that can be supported by policies of the comprehensive plan. The land use chapter and the economic development chapter emphasize the need for nonresidential uses. Land use goal seven recognizes that Manassas Park requires “an appropriate level of commercial uses within the City that meets the needs of residents and supports the economic vitality of the City.” Additional land use goals and objectives encourage “redevelopment and revitalization in existing commercial and industrial areas” and “supports improvement of existing commercial and industrial areas.” Furthermore, the comprehensive plan “encourage[s] commercial uses that will allow residents to meet their needs locally and reduce auto trips to outside the City.”

Establishing two new uses within the city will assist in diversifying the city’s tax base. Adding a waste transfer station and a recycling center at 9115 Industry Drive is consistent with the redevelopment and revitalization goals for commercial and industrial areas in the city. Given the subject property abuts the Norfolk-Southern railroad right-of-way and is located in an industrial area within the city, the location of these uses is appropriate. The proposed uses will also provide a valuable service that is not currently available within the city limits. Residents will be able to drop-off additional waste and trash, including household hazardous waste when scheduled, at a convenient location.

The proposed waste transfer station and recycling center complies with environmental and public utility policies stated in the comprehensive plan. The city is expected to maintain its recycling program and meet the goals established in the solid waste management plan. Having a working relationship with a recycling center located in the city assists the meeting and maintaining its recycling goals. As provided in the Public Works chapter of the comprehensive plan, the city has an obligation to operate and maintain a solid waste management system that meets the current and future needs of the city. A waste transfer station located in Manassas Park affords the city and its residents a convenient location for solid waste disposal as well as scheduled household hazardous waste drop-off days.

As designated on the future land use map, the subject property is located in the Conner Center Redevelopment District. The goal of the district is to attract specific businesses and spur high quality redevelopment, and provides economic incentives such as real estate property and BPOL tax exemptions along with waivers of land development and building permit fees, if certain criteria are met. If the property is not zoned to the I-2 district, such incentives are not applicable. Given that the applicant is neither rezoning the property nor taking advantage of the available economic incentives, the desired land use policies are not applicable to the proposed development.

**Staff Comment:** There are four companion land use applications for consideration: 1) Zoning Ordinance Text Amendment, ZOTA #19-07; 2) Conditional Use Permit, CUP #19-07A, Waste Transfer Station; 3) Conditional Use Permit, CUP #19-07B, Recycling Center, and 4) Waiver, WAI #19-07, Open Space and Landscaping. The waste collection business, waste transfer station and recycling center are uses currently not permitted by the zoning ordinance. The proposed zoning ordinance text amendment will define a waste transfer station and a recycling center and amend the I-1, Industrial district to add a waste collection business as a permitted use and a waste transfer station and recycling center as a conditional use.

While a waste transfer station and recycling center are not glamorous uses, they are utilitarian services that benefit a community. Provided they are properly located and are subject to conditions limiting impacts on adjacent properties and the city as a whole, a waste transfer station and recycling center can be appropriate uses. The proposed uses meet these criteria by being located in the City's industrial area, the Conner Center, and having adequate conditions for odor, noise and hazardous materials. While the waste transfer station will generate approximately 55 more daily trips, it will have little impact on the existing traffic in Manassas Park due to the limited number of additional trips and the time of day these trips will occur. When the recycling center is operational, the vehicle trips from the site will be reduced and generate only 243 daily trips, which is less than the current average of 260 daily trips.

The waiver request that reduces the opens space to 14% of the site instead of the required 20% and eliminates the vegetative screening requirement for storage areas at the northern and southern property boundaries is acceptable to staff. Based on the existing and proposed development, the type and size of trucks utilizing the site, and the impervious surfaces on the adjacent industrial properties, the amount and location of the proposed landscaping meets the intent of the Zoning Ordinance in providing adequate landscaping. Staff supports the landscaping as proposed on the CUP plan. The parking lot landscaping and the hefty evergreen buffer between the site operations and the abutting residential property serve as adequate landscaping and open space for the site. A thriving vegetative buffer is more important than meeting the exacting requirements of the zoning ordinance, especially if there is not adequate space for the vegetation to survive.

Finally, the proposed uses are consistent with the land use and economic development policies in the comprehensive plan and are supportive of the recycling and solid waste policies mentioned.

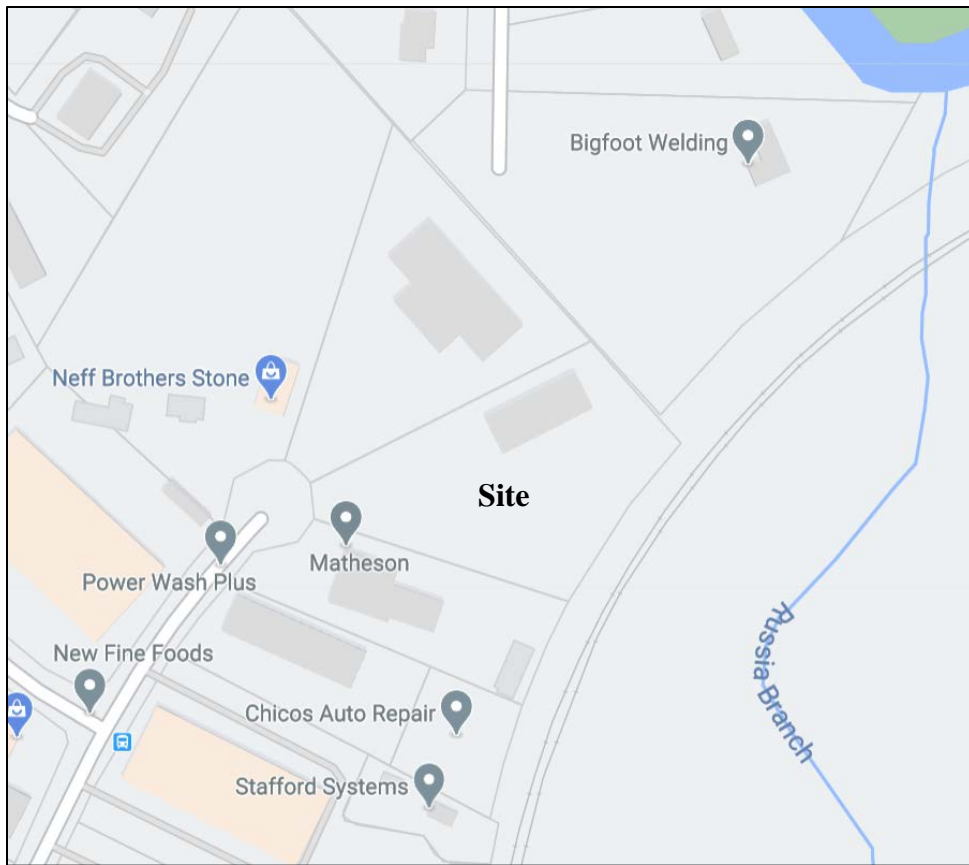
**Staff Recommendation:** Given all the factors mentioned above, staff recommends approval of all four applications.

Staff recommends that the Planning Commission recommend approval to the Governing Body of Zoning Ordinance Text Amendment, ZOTA #19-07, as written. Staff further recommends that the Planning Commission recommend to the Governing Body approval of Conditional Use Permit, CUP #19-07A and Conditional Use Permit, CUP #19-07B, subject to the respective conditions dated February 10, 2020, for a waste transfer station and recycling center. Finally, staff recommends that the Planning Commission recommend to the Governing Body approval of Waiver, WAI #19-07, Open Space and Landscaping, Section 31-33(f)(2) and Section 31-33(j)(2).

Staff recommends that the Governing Body approve Zoning Ordinance Text Amendment, ZOTA #19-07, as written. Staff further recommends that the Governing Body approve Conditional Use Permit, CUP #19-07A and Conditional Use Permit, CUP #19-07B, subject to the respective conditions dated February 10, 2020, for a waste transfer station and recycling center. Finally, staff recommends that the Governing Body approve Waiver, WAI #19-07, Open Space and Landscaping, Section 31-33(f)(2) and Section 31-33(j)(2).

Attachments:

- A. Location Map
- B. Conditional Use Permit Standards
- C. Excerpts from Applicant's Written Narrative
- D. Vehicle Movement and Truck Stacking Exhibit
- E. Vehicle Trips and Storage Summary Chart
- F. ZOTA Ordinance
- G. CUP #19-07A Conditions
- H. CUP #19-07B Conditions



Map View



Aerial View

## **Sec. 31-54.1(c) - Conditional use permits standards.**

(c)

*Standards:* In reviewing each application for a conditional use permit, the planning commission and the governing body will consider each of the following factors prior to voting to recommend approval or denial, in the case of the planning commission, and prior to voting to approve or deny the application, in the case of the governing body:

(1)

The proposed use at the stipulated location shall be in accordance with the official policies of an adopted comprehensive plan, and with any specific element of such plan.

(2)

The proposed use shall be in accordance with the general purpose and intent of the applicable zoning district requirements.

(3)

The proposed use will not adversely affect the use or values of surrounding properties and structures.

(4)

The proposed use will not adversely affect the health, safety, or general welfare of persons residing, working or visiting in the neighborhood.

(5)

Pedestrian and vehicular traffic generated by the proposed use will not be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

(6)

Utility, drainage, parking, loading and other necessary facilities provided to serve the proposed use will be adequate.

(7)

Appropriate landscaping, screening, and signs will be provided as regulated by this chapter.

(8)

The proposed use will be in harmony with the purpose of this chapter as set forth in section 31-3.

(9)

The nature of the proposed use, including factors such as noise, light, hours of operation, and number of employees involved.

(10)

Any other factors relating to the purposes of zoning that the planning commission and/or governing body, in its legislative discretion, shall consider as relevant.

## **Description of Waste Transfer Station Operation**

[This is an excerpt from the Applicant's written narrative.]

The waste transfer station will be utilized for the purpose of receiving inbound municipal solid waste, construction and demolition debris, and yard waste. It will also receive tires, electronic waste and household hazardous waste in cooperation with the City of Manassas Park to provide comprehensive waste disposal services for its residents. Trucks of various sizes will be utilized and as a result the Applicant is providing [vehicle storage spaces] of different sizes. There are currently 90 employees at the site and the waste transfer station will add 5 employees for a total of 95 employees. It is important to note that when employees leave the site with their company truck, they park their vehicles where the trucks were parked. Typically, based on a physical count, the 90 employees generate 40 vehicles.

This facility will be located at 9115 Industry Dr., Manassas Park, which is currently the home of Patriot Disposal, a waste collection company. As such, the facility is used for the overnight parking of trash trucks that leave the facility to pick up waste which is then delivered to other waste facilities in the area. After discharging the waste at a transfer station or landfill, the trucks return to the facility for maintenance and cleaning to be prepared for the next day's collection. Patriot Disposal currently utilizes 40 trucks in its operation. The facility has operated without any problems for 4 years. A second building will be constructed on the property to house the waste transfer station. Inbound vehicles to the waste transfer station will enter the facility from Industry Drive. Vehicles will then enter a scale that will be located on the property where they will be weighed on a certified scale for appropriate tracking and billing.

Vehicles will then leave the scale and move to the unloading portion of the facility. Each vehicle will back into one of four bays which will be designated by either the scale operator or a facility operator. Once the vehicle has backed into the proper location the load will be removed either by mechanical means or manually in the case of small vehicles. To maintain safety, the facility will be operated in a manner to keep small vehicles segregated from larger vehicles.

The materials are unloaded onto a high strength concrete tipping floor. Once these materials have been completely unloaded, the vehicle will exit the facility in the same manner that it entered, utilizing the driving lane opposite the scale. Tare weights (weight of an empty truck) for vehicles that utilize the facility frequently will be saved in the scale software system. Other vehicles will be required to weigh out to calculate the net weight of their load. Vehicles will then exit onto Industry Drive or park onsite and be prepared for the next day pick-up of waste. All tractor trailers leaving the site will travel to the west and south and will not utilize Route 28.

Once the vehicle has left the building, the material will be either moved to an area where similar materials are being collected for loading into tractor trailers or directly placed in a trailer. The material will be moved by a large front-end loader. The trailers will be located in a pit on the east side of the building. This pit will be lower than the tipping floor to accommodate loading. There will also be a push wall located between the tipping floor and the pit area. This will provide an area to scoop material and properly load it into the trailers. The pit will also have a scale with electronic weight display so that the equipment operator can load the trailer to the proper legal weight. Once the trailers are loaded, they will be tarped and then hauled directly to the final disposal facilities. A yard dog style tractor will be used to facilitate on-site movement prior to the trailer being reconnected to on-road tractors.

The building will consist of concrete foundations, walls and floors. Concrete will be high strength and protected from damage by two primary methods. The concrete floor will be made from high strength concrete with abrasion protection. It will also be protected by a rubber base that is located on the base of the loader bucket to limit abrasion. The concrete push wall will have a facing of metal plate so that it is not damaged by abrasion or wear. It will also be heavily reinforced to withstand impacts from the loader. The building frame will be structural steel with metal panels utilized for the walls. Large overhead doors will be installed at all tipping floor bays and the pit area and will be closed when the facility is not in operation. Fire suppression sprinklers will also be installed in the building.

The pit will be designed to allow for daily cleaning. A misting system above the tipping floor will be used for dust control. The tipping floor will also be cleaned of all material at the end of each day. All material stored on site at the end of the day will be in tarped trailers that will be prepared for removal with the early shift the next day.

Safety at the facility is a primary focus. A written safety plan will be a part of the operation. This will include monthly safety meetings with all staff. All employees will be properly trained in all equipment operations. Safety considerations will include personal protective equipment for all employees and all customers of the facility. Proper lighting inside the facility will ensure safe conditions. Good signage will be in place to direct all customers and employees in the use of the facility. The facility will meet all OSHA safety requirements. The Applicant will submit a Hazardous Material Management Plan and a spill mitigation plan to the Fire Marshal for approval prior to obtaining an occupancy permit.

All water that comes in contact with solid waste shall be managed as leachate. All liquids within the building will be contained through proper grading of the floors to floor drains. These will then go into a holding tank and then be pumped into the local sewer system after being properly approved for discharge. These liquids will both be tested on normal intervals as required by DEQ or others to ensure they meet the necessary standards for proper discharge to protect the environment. All storm water at the site will be managed through an on-site storm sewer system and properly discharged off site. The WTS operator may purchase and utilize nutrient credits in connection with the operation of the storm sewer system.

Odors from the facility will be managed by properly loading materials into tarped trailers and moving materials out of the facility in a timely manner. Additional odor control measures will be implemented as needed. These will likely include a misting spray to send atomized odor control material similar to "Ecosorb" onto the waste tipping floor that is specially designed for solid waste facilities. Dust will also be controlled through a misting system as needed.

Noise in the facility will be controlled by fencing and screening of the operations as well as the containment of all unloading within the building. Screening of the site will be provided as reflected on the Conditional Use Permit plan. All lighting on the site will utilize cut-off fixtures to minimize glare and light migration off-site.

The facility will create minimum additional traffic, as most vehicles utilizing the facility will be vehicles that already come to the site daily and Manassas Park residents that live nearby. Approximately 15 tractor trailers per day will be outbound from the waste transfer station. These are the same type of tractor trailers that are already driving through Manassas Park to reach the Quarles fuel facility on Euclid Ave. from the Waste Management Transfer Station on Quarry Drive in Manassas.

## **Description of Recycling Center Operation**

[This is an excerpt from the Applicant's written narrative.]

[The Applicant] plans to convert the existing building on the property into a recycling facility sometime within the next ten years. Once the recycling facility is under construction, the current trash collection operation will stop operating on the property. When the recycling center becomes operational, the recycling center and the waste transfer station will operate concurrently, and the applicable conditions shall apply concurrently for so long as both uses are operating. The operation of this facility will be similar to that of the waste transfer station with the additional step of sorting the undifferentiated recycling material delivered to the site into distinct recycling streams for shipping off-site. In addition, residents will be able to bring recycling to the facility. At such time as the existing facility is retrofitted for use as a recycling center, the current waste collection operation will be relocated to a different site. The operation of the recycling facility will result in approximately 20 additional trucks entering and leaving the property. With the cessation of the trash collection operation on the site, the number of employees will drop from 95 to 45 and average daily trips will drop from 315 to 243.

The Recycling Center will be utilized for the purpose of receiving inbound recycling materials and sorting them for delivery to a third-party.

This facility will be located at 9115 Industry Dr., Manassas Park. Inbound vehicles will enter the facility from Industry Drive. Vehicles will then enter a scale that will be located on the property where their material will be weighed on a certified scale for appropriate tracking and billing.

Vehicles will then leave the scale and move to the unloading portion of the facility. Each vehicle will back into the facility. Once the vehicle has backed into the proper location the load will be removed either by mechanical means or manually in the case of small vehicles. The facility will be operated in a manner to keep small vehicles segregated from larger vehicles to maintain safety.

The materials are unloaded onto a high strength concrete tipping floor. Dust will be controlled with an overhead misting system. Once these materials have been completely unloaded, the vehicle will exit the facility in the same manner that it entered utilizing the driving lane opposite the scale. Tare loads for vehicles that utilize the facility frequently will be saved in the scale software system. Other vehicles will be required to weigh out to calculate the net weight of their load. Vehicles will then exit onto Industry Dr.

Once the vehicle has left the building the material will be made ready to be placed on the initial sort line conveyor. The materials will then go through a semi-automated sorting process that will separate the materials into the various marketable commodities. This process consists of a number of conveyors, screens, a magnet, an eddy current separator and a baler. In addition, some of the processing will be accomplished by facility personnel that will be working on a sort line that will consist of a conveyor and a number of sorting stations. The commodities will then be baled and loaded into trailers for shipment to the various buyers of these commodities.

The building will consist of concrete foundations, walls and floors. Concrete will be high strength and protected from damage by two primary methods. The concrete floor will be made from high strength concrete with abrasion protection. It will also be protected by a rubber base that is located on the base of the loader bucket to limit abrasion. The building frame will be structural steel with metal panels utilized

for the walls. Large overhead doors will be installed at all tipping floor bays and will be closed when the facility is not in operation. Fire suppression sprinklers will also be installed in the building.

Safety at the facility is a primary focus. A written safety plan will be a part of the operation. This will include monthly safety meetings with all staff. All employees will be properly trained in all equipment operations. Safety considerations will include personal protective equipment for all employees and all customers of the facility. Proper lighting inside the facility will ensure safe conditions. Good signage to direct all customers and employees in the use of the facility. The facility will meet all OSHA safety requirements.

All liquids that come into contact with solid waste shall be managed as leachate. All liquid within the building will be contained through proper grading of the floors to floor drains. These will then go to a holding tank and then be pumped into the local sewer system after being properly approved for discharge. These liquids will both be tested on normal intervals as required by DEQ and local authorities to ensure they meet the necessary standards for proper discharge to protect the environment. All storm drainage at the site will be managed through an on-site storm sewer system and properly discharged off site. The operator may purchase nutrient credits as part of its stormwater management.

Dust will be controlled through a misting system as needed.

Noise in the facility will be controlled by fencing and screening of the operations as well as the containment of all unloading within the building. Screening of the site will be provided as reflected on the Conditional Use Permit plan. All lighting will utilize cut-off fixtures to minimize off-site glare and light migration [off-site].

Approximately 20 additional vehicles will utilize the facility daily.



## Summary of Vehicle Trips and Storage

### CUP # 19-07, 9115 Industry Drive, Waste Transfer Facility and Recycling Center

| Item   | Current | Phase I | Phase II |
|--|---------|---------|----------|
| Employee Trips per Day                                 | 180     | 190     | 90       |
| Trash and Recycle Vehicle Trips per Day (Mon, Tues, Th | 60      | 60      | 72       |
| Trash and Recycle Vehicle Trips per Day (Wed)          | 60      | 67      | 78       |
| Roll-Off and Commercial Trips per Day                  | 20      | 20      | 28       |
| Tractor Trailer Trips per Day                          | 0       | 30      | 38       |
| Residential Customer Trips per Day                     | 0       | 15      | 15       |
| Trucks Entering/Leaving Daily                          | 80      | 117     | 144      |
| Trucks Stored at Facility Overnight                    | 50      | 50      | 30       |
| Truck Frequency per Hour (Peak)                        | 30      | 35      | 38       |
| Truck Frequency per Hour (Average)                     | 6       | 8       | 10       |
| Maximum Number of Vehicles at Site                     | 80      | 90      | 70       |
| Maximum Transport or Trailers Stored Daily             | 0       | 15      | 20       |
| Number of Jobs Created                                 | N/A     | 5       | 15       |

**NOTE: "Current" data includes all existing operations**

**NOTE: "Phase I" data includes existing operations plus the new Waste Transfer Station**

**NOTE: "Phase II" data excludes existing waste pick-up operations and adds the Recycling Center to the Waste Transfer Station**

**Example: The number of trucks stored at the facility overnight in the chart is actually reduced in Phase II as existing operations are moved off site.**

**ORDINANCE NO.:** \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Date: \_\_\_\_\_

**AN ORDINANCE**

TO AMEND SECTION 31-6, DEFINITIONS, OF ARTICLE II, RULES OF CONSTRUCTION AND DEFINITIONS, OF CHAPTER 31, ZONING, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA TO ADD THE TERMS WASTE TRANSFER STATION AND RECYCLING CENTER; AND

TO AMEND SECTION 31-20, I-1 INDUSTRIAL DISTRICT, OF ARTICLE VI, DISTRICT REGULATIONS, OF CHAPTER 31, ZONING, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA TO ALLOW A WASTE COLLECTION BUSINESS AS A PERMITTED USE AND A WASTE TRANSFER STATION AND RECYCLING CENTER AS CONDITIONAL USES.

WHEREAS, the Dominion Recycling and Transfer, LLC has requested text amendments to Chapter 31, Zoning, as provided in Section 31-52(a), to add a waste transfer station and recycling center to Section 31-6, Definitions, and to allow a waste collection business as a permitted use and a waste transfer station and a recycling center as a conditional use to Section 31-20, I-1, Industrial district; and

WHEREAS, the Governing Body upon careful consideration finds that approval of amendments to Section 31-6, Definitions, and Section 31-20, Industrial district is justified by public necessity and convenience and general welfare, and is consistent with reasonable zoning practices, and that the cumulative effect of the activity proposed will not be detrimental to the character and development of the adjacent land and is in reasonable harmony with the City's land use plan and policies;

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

1. Section 31-6, Definitions, of Article II, Rules of Construction and Definitions, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to add the following terms in alphabetic order.

**“Sec. 31-6. - Definitions.**

\* \* \* \* \*

*Recycling center: a facility that receives and sorts specified materials for conversion, on site or offsite, into new materials and objects or fuel products, by the operator or by others. Materials are either delivered to the recycling center or picked up from curbside bins, then stored and delivered to a third party.*

Waste transfer station: a building or processing site for the transfer of waste. The facility serves as a location where local waste collection vehicles will temporarily deposit their waste cargo that is subsequent loaded into large vehicles. These larger vehicles transport the waste to the end point of disposal in an incinerator landfill or hazardous water facility or for recycling.”

2. Section 31-20, Industrial District, of Article VI, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended to read as follows:

**“Sec. 31-20. - I-1 Industrial district.**

\* \* \* \* \*

- (b) *Permitted uses:* A building or land shall be used only for the following purposes:

\* \* \* \* \*

- (8) Contractor's equipment storage yard or plant, including rental of equipment commonly used for contractors ~~but not including equipment used for trash or refuse removal.~~

\* \* \* \* \*

- (d) *Conditional uses:* The following uses may be permitted as conditional uses if approved by the governing body in accordance with the procedures, guides, and standards of [section 31-54.1](#):

\* \* \* \* \*

(5) Recycling center.

(6) Waste transfer station.”

3. All sections of the Code of the City of Manassas Park, Virginia that are inconsistent with and/or in conflict with this Ordinance are hereby repealed.
4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not -affect the validity of the remaining portions hereof.
5. This Ordinance shall be effective upon its adoption.

## **Dominion Waste Transfer Station**

9115 Industry Drive  
Conditional Use Permit  
CUP #19-07A

Applicant: Dominion Recycling and Transfer, LLC  
Property Owner: John and Jean Poague  
Development Conditions  
February 10, 2020

The following development conditions are intended to offset and mitigate potential impacts of the waste transfer station on the subject property located at 9115 Industry Drive (the “Premises”). These development conditions are designed to render conditional use permit application CUP #19-07A consistent with the applicable chapters of the City’s adopted Comprehensive Plan. Unless otherwise stated herein, if the conditions of this conditional use permit (this “CUP”) or the conditional use permit plan titled “Dominion Recycling and Transfer, LLC (Lot 49, Conner Center, Phase 2)”, dated July 31, 2019, and revised as of January 24, 2020 (the “CUP Plan”) are in conflict with the requirements of the City Code, the approved proffers (if any), or the Public Facilities Manual (the “PFM”), the more restrictive requirements will apply.

### 1. Site Development

- a. The applicant shall develop the Premises in substantial conformance with the CUP Plan, which is attached hereto and incorporated herein by reference. This CUP is not transferable to an entity or person other than the applicant without the express written approval of the Governing Body.
- b. The applicant shall develop the Premises in accordance with all federal, state and local environmental requirements.
- c. All permits and minimum requirements for site plan approval shall be met.

### 2. Use Parameters

- a. Site Circulation - The design of the site shall promote the smooth and efficient movement of truck traffic to minimize standing times. It shall be designed and operated generally as shown in the CUP Plan, including the Truck Stacking Exhibit.
- b. Site Security - The Premises shall be enclosed by a fence. A lockable gate constructed of similar material shall secure the access road.
- c. Building Operations - The waste transfer station shall include a fully enclosable building within which all acceptable waste transfer shall take place.
- d. Truck Scale - The waste transfer station shall have a truck scale capable of producing a printed record of the weight.
- e. Road Usage - The waste transfer station shall have direct access to paved public

roads. All vehicles exiting the Premises with solid waste shall endeavor to prohibit travel on Manassas Drive and Route 28.

- f. Audio and/or Outdoor Speaker System - Sound resulting from the playing of any audio system or the use of any outdoor speaker system on the Premises must conform to the requirements of the City's noise ordinance (City Code Chapter 15).
  - g. Cessation of Use - If the use of the Premises as a waste transfer station ceases for a period of more than one (1) year, this CUP will become void. Thereafter, a new conditional use permit will be required to use the Premises as a waste transfer station.
3. Signage
- a. All signage must comply with the standards set forth in the City's zoning ordinance (City Code Chapter 31) (the "Zoning Ordinance") and the PFM.
  - b. Parking and signage for handicapped customers will be provided in accordance with the PFM and other current federal, state and local standards.
4. Maintenance of Premises
- a. Trash - The applicant must maintain the Premises and pick up trash, litter and debris in and around the Premises on a daily basis.
  - b. Waste Handling Area - The floors and ramps of the waste handling area shall be designed to be easily cleaned and shall be constructed of easily cleanable materials.
  - c. Hose - A high-pressure water hose shall be installed and used to clean the floor and other areas of the facility when needed.
  - d. Interior Travel Lanes - All access travel ways and on-site roadways shall be designed and maintained to carry the waste loads handled at the site.
  - e. Exterior Lighting - All lighting must conform to the City's Zoning Ordinance and PFM. Site lighting shall utilize cut-off fixtures to minimize glare and light migration off-site.
5. Environment
- a. Water and Sewer - The waste transfer station shall be served by public sewer and water. No well water and no septic disposal shall be permitted.
  - b. Permits - The applicant shall obtain all the required Virginia Department of Environmental Quality (DEQ) and Occupational Safety and Health Administration (OSHA) permits.
  - c. Hazardous Materials - The applicant must submit a hazardous materials management plan and a spill mitigation plan to the Fire Marshal for approval prior to obtaining an occupancy permit.

- d. Odor and Dust Control - The applicant shall provide appropriate measures for odor and dust control, such as a misting system. Materials stored on-site at the end of the day shall be in tarped trailers and removed by the early shift the next day. The applicant shall promptly mitigate any odor or dust generated on the Premises for which a verified complaint has been received by the City. The applicant shall promptly mitigate any offensive odor or dust resulting from the use of Premises as a waste transfer station for which the City has received a valid complaint by installing additional odor or dust mitigation systems or implementing additional mitigation procedures.
  - e. Fire Mitigation - The applicant shall install any required fire suppression system in the recycling center.
  - f. Stormwater Management - The site and use must comply with all applicable stormwater management requirements.
6. Operating Standards
- Operation of the waste transfer station will be governed by a separate written agreement between the applicant and the City that incorporates the conditions in this CUP and which may be amended from time to time.

**Dominion Recycling Center**

9115 Industry Drive

Conditional Use Permit

CUP #19-07B

Applicant: Dominion Recycling and Transfer, LLC

Property Owner: John and Jean Poague

Development Conditions

February 10, 2020

The following development conditions are intended to offset and mitigate potential impacts of the waste transfer station on the subject property located at 9115 Industry Drive (the "Premises"). These development conditions are designed to render conditional use permit application CUP #19-07B consistent with the applicable chapters of the City's adopted Comprehensive Plan. Unless otherwise stated herein, if the conditions of this conditional use permit (this "CUP") or the conditional use permit plan titled "Dominion Recycling and Transfer, LLC (Lot 49, Conner Center, Phase 2)", dated July 31, 2019, and revised as of January 24, 2020 (the "CUP Plan") are in conflict with the requirements of the City Code, the approved proffers (if any), or the Public Facilities Manual (the "PFM"), the more restrictive requirements will apply.

1. Site Development

- a. The applicant shall develop the Premises in substantial conformance with the CUP Plan, which is attached hereto and incorporated herein by reference. This CUP is not transferable to an entity or person other than the applicant without the express written approval of the Governing Body.
- b. The applicant shall develop the Premises in accordance with all federal, state and local environmental requirements.
- c. All permits and minimum requirements for site plan approval shall be met.
- d. This CUP will automatically expire on the tenth anniversary of its approval by the Governing Body if the applicant has not completed the renovation of the existing building for the operation of the on-site recycling center in accordance with the CUP Plan.

2. Use Parameters

- a. Site Circulation - The design of the site shall promote the smooth and efficient movement of truck traffic to minimize standing times. It shall be designed and operated generally as shown in the CUP Plan, including the Truck Stacking Exhibit.
- b. Site Security - The Premises shall be enclosed by a fence. A lockable gate constructed of similar material shall secure the access road.
- c. Building Operations - The existing building shall be converted into a fully enclosed recycling facility; an outdoor recycling convenience center serving the general public is also permitted on the Premises.

- d. Road Usage - The recycling center shall have direct access to paved public roads. All vehicles exiting the Premises with recyclable materials shall endeavor to prohibit travel on Manassas Drive and Route 28.
  - e. Audio and/or Outdoor Speaker System - Sound resulting from the playing of any audio system or the use of any outdoor speaker system on the Premises must conform to the requirements of the City's noise ordinance (City Code Chapter 15).
  - f. Cessation of Use - Following the renovation of the existing building for the operation of the on-site recycling center in accordance with the CUP Plan, if the use of the Premises thereafter ceases for a period of more than one (1) year, this CUP will become void. Thereafter, a new conditional use permit will be required to use the Premises as a recycling center.
3. Signage
- a. All signage must comply with the standards set forth in the City's zoning ordinance (City Code Chapter 31) (the "Zoning Ordinance") and the PFM.
  - b. Parking and signage for handicapped customers will be provided in accordance with the PFM and other current federal, state and local standards.
4. Maintenance of Premises
- a. Trash - The applicant must maintain the Premises and pick up trash, litter and debris in and around the Premises on a daily basis.
  - b. Waste Handling Area - The floors and ramps of the waste handling area shall be designed to be easily cleaned and shall be constructed of easily cleanable materials.
  - c. Hose - A high-pressure water hose shall be installed and used to clean the floor and other areas of the facility when needed.
  - d. Interior Travel Lanes - All access travel ways and on-site roadways shall be designed and maintained to carry the waste loads handled at the site.
  - e. Exterior Lighting - All lighting must conform to the City's Zoning Ordinance and PFM. Site lighting shall utilize cut-off fixtures to minimize glare and light migration off-site.
5. Environment
- a. Water and Sewer - The recycling center shall be served by public sewer and water. No well water and no septic disposal shall be permitted.
  - b. Permits - The applicant shall obtain all the required Virginia Department of Environmental Quality (DEQ) and Occupational Safety and Health Administration (OSHA) permits.

- c. Hazardous Materials - The applicant must submit a hazardous materials management plan and a spill mitigation plan to the Fire Marshal for approval prior to obtaining an occupancy permit.
  - d. Odor and Dust Control - The applicant shall provide appropriate measures for odor and dust control, such as a misting system. Materials stored on site at the end of the day shall be in tarped trailers and removed by the early shift the next day. The applicant shall promptly mitigate any odor or dust generated on the Premises for which a verified complaint has been received by the City. The applicant shall promptly mitigate any offensive odor or dust resulting from the use of Premises as a waste transfer station for which the City has received a valid complaint by installing additional odor or dust mitigation systems or implementing additional mitigation procedures.
  - e. Fire Mitigation - The applicant shall install any required fire suppression system in the recycling center.
  - f. Stormwater Management - The site and use must comply with all applicable stormwater management requirements.
6. Operating Standards
- a. Operation of the recycling center will be governed by a separate written agreement between the applicant and the City that incorporates the conditions in this CUP and which may be amended from time to time.

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4A 1**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearing - Zoning Ordinance Text Amendment, ZOTA #19-07


**BACKGROUND:** A Zoning Ordinance Text Amendment is required for the existing and proposed uses associated with 9115 Industry Drive. The property is zoned I-1, Industrial district and the current use of the property is a waste collection business. As currently written, the I-1 district prohibits equipment used for trash or refuse removal. Therefore, the current use of the property is not compliant with the zoning regulations.

The property owner would also like to use the site for a waste transfer station and a recycling center. These uses are not identified in the Zoning Ordinance. Pursuant to Sec. 31-13(g) of the Zoning Ordinance, any use that is not specifically listed is prohibited. The proposed Zoning Ordinance Text Amendment removes the prohibition on trash trucks and equipment, defines a waste transfer station and recycling center and adds them as conditional uses in the I-1, Industrial district. There are companion conditional use permit applications and a waiver request for a waste transfer station and a recycling center at 9115 Industry Drive.

A more detailed explanation of the Zoning Ordinance Text Amendment can be found in the staff report provided earlier in the agenda packet.

|                                  |                   |                           |
|----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                  | Amount:           | \$ _____                  |
|                                  | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on Zoning Ordinance Text Amendment, ZOTA #19-07 until Wednesday March 4 2020. The Planning Commission will be asked to take action on this item at this meeting.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <br>_____<br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst   |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Community Development **AGENDA ITEM 4A (2)**

MEETING DATE: February 18, 2020

SUBJECT/TOPIC: Public Hearing – Conditional Use Permit, CUP #19-07A

**BACKGROUND:** The applicant is proposing to establish a waste transfer station at 9115 Industry Drive. The property is zoned I-1, Industrial district. Subject to approval of Zoning Ordinance Text Amendment, ZOTA #19-07, a waste transfer station is a conditional use in the I-1 district.

The proposed waste transfer station would operate in conjunction with the waste collection business currently at the property. A new 12,000 square foot building would be constructed to house the waste transfer station. Several conditions are recommended to ensure proper operation of the facility. More details regarding the conditional use permit for the waste transfer station can be found in the staff report provided earlier in the agenda packet.

|   |                   |                              |
|---|-------------------|------------------------------|
| <b>FINANCIAL IMPACT:</b><br>May provide additional<br>revenue for the City. | Budgeted:         | YES _____ NO <u><b>X</b></u> |
|   | Amount:           | \$ _____                     |
|   | Budget Line Item: | _____                        |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on Conditional Use Permit, CUP #19-07A until Wednesday March 4, 2020. The Planning Commission will be asked to take action on this item at this meeting.

|   |   |
|---|---|
| <b>CITY MANAGER APPROVAL:</b>   | <div><div><i>Laszlo Palko</i></div><div>Laszlo A. Palko</div></div> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u><b>X</b></u> Not Required: _____ | <div><div></div><div>Dean H. Crowhurst</div></div>                  |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4A (3)**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearing – Conditional Use Permit, CUP #19-07B

**BACKGROUND:** The applicant is proposing to establish a recycling center at 9115 Industry Drive. The property is zoned I-1, Industrial district. Subject to approval of Zoning Ordinance Text Amendment, ZOTA #19-07, a recycling center is a conditional use in the I-1 district.

The recycling center is proposed to operate within the existing 9,000 square foot building. When the recycling center is operational, the waste collection business will no longer operate at the site and will relocate to a different property. The waste transfer station will continue to operate on the site. The applicant does not anticipate operating the recycling center immediately. As one of the conditions, the applicant has up to ten years to establish the recycling center. Several conditions are recommended to ensure proper operation of the facility. More details regarding the conditional use permit for the recycling center can be found in the staff report provided earlier in the agenda packet.

|   |                   |                           |
|---|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>May provide additional<br>revenue for the City. | Budgeted:         | YES _____ NO <u>  X  </u> |
|   | Amount:           | \$ _____                  |
|   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on Conditional Use Permit, CUP #19-07B until Wednesday March 4, 2020. The Planning Commission will be asked to take action on this item at this meeting.

|  |   |
|--|---|
| <b>CITY MANAGER APPROVAL:</b>  | <u>Laszlo Palko</u><br>Laszlo A. Palko        |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | <u>Dean H. Crowhurst</u><br>Dean H. Crowhurst |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4A (4)**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearing – Waiver, WAI #19-07


**BACKGROUND:** The owners of the property of 9115 Industry Drive have submitted two separate conditional use permits for a waste transfer station and a recycling center to operate at the site. As shown on the Conditional Use Permit plan, the site does not meet the open space or the supplemental vegetative screening regulations as required under the Zoning Ordinance. The property is zoned I-1, Industrial district. The landscaping provisions require any property zoned I-1 to have 20% of the site be open space. Furthermore, storage areas are also required to be screened from view at grade level by opaque screening and vegetation.

The applicant is requesting a Waiver, WAI #19-07 to reduce the open space to 14% of the site and to eliminate the vegetative screening that supplements the visual barrier requirement of storage areas. The vegetation exemption is requested along the northern and southern boundaries of the property. The applicant is providing a visual barrier at these locations by inserting opaque slats in the chain link fence.

Staff is supportive of the open space and vegetative screening waivers. Staff believes there is sufficient landscaping as proposed on the CUP plan to meet the intent of the landscaping and screening requirements. More details regarding the waiver can be found in the public hearing staff report earlier in this agenda packet.

|                                   |                   |                       |
|-----------------------------------|-------------------|-----------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>X</u> |
|                                   | Amount:           | \$ _____              |
|                                   | Budget Line Item: | _____                 |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on WAIVER, WAI #19-07 until Wednesday March 4, 2020. The Planning Commission will be asked to take action on this item at this meeting.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <br>_____<br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>X</u> Not Required: _____ | _____<br>Dean H. Crowhurst   |

## ***CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION***

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4B**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearings

- Comprehensive Plan Amendment, CPA #20-01, Blooms Park, Signal Hill Park, Diocesan Property
- Rezoning RZ #20-01, Rezoning of Blooms Park and Signal Hill Park to PF, Public Facilities

**Attachment:** Staff Report for Comprehensive Plan Amendment, CPA #20-01; Rezoning, RZ #20-01



**CITY OF MANASSAS PARK**  
**Joint Planning Commission and Governing Body**  
**Public Hearing**  
**Tuesday, February 18, 2020**  
**7:00 PM**

**Staff Report**  
**Comprehensive Plan Amendment and Rezoning**  
**CPA/ZOTA #20-01, New Land Use Designations and Rezoning of Existing**  
**Golf Course Property and Recently Annexed Properties**

---

**Issues:** Comprehensive Plan Amendment, CPA #20-01 - To consider amendments to the City of Manassas Park Comprehensive Plan Future Land Use Map to: 1) Reclassify approximately 6.2 acres of Blooms Park, addressed as 9701 Manassas Drive, Manassas Park, VA 20111, to Public & Facilities from its current designation of Recreation for use as a voter registration office and library; 2) Designate approximately 191 acres of Blooms Park and approximately 105 acres of land known as Signal Hill Park, Historic Signal Hill, Parcel D, Section 2, Roseberry Subdivision and an abutting portion of Blooms Road right-of-way, addressed as 9300 Signal View Drive, Manassas, VA 20111, as Recreation, and 3) Designate the approximately 20 acres of land known as Residue of the Catholic Diocese of Arlington, located southwest of the Digital Drive and Manassas Drive intersection in Manassas Park, as Private Institution.

Rezoning, RZ #20-01 - To consider rezoning: 1) Blooms Park, addressed as 9701 Manassas Drive, Manassas Park, VA 20111, containing approximately 292 acres, from PUD, Planned Unit Development district and A-1, Agriculture to PF, Public Facilities district for use as a voter registration office, library and public park, and 2) Signal Hill Park, historic Signal Hill, Parcel D, Section 2, Roseberry Subdivision and an abutting portion of Blooms Road right-of-way, addressed as 9300 Signal View Drive, Manassas, VA 20111, containing approximately 105 acres from A-1, Agriculture district to PF, Public Facilities district for use as a public park.

**Background:** In July 2019, a boundary line adjustment between the City of Manassas Park and Prince William County brought several new properties into the jurisdiction of the City of Manassas Park. The properties are better known as a portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill with abutting properties and a 20-acre property owned by the Diocese of Arlington, south of the Digital Drive and Manassas Drive intersection.

A comprehensive plan amendment is proposed for these recently annexed properties as well as the property where the former golf cart barn and clubhouse of General's Ridge Golf Course is located. The newly annexed properties are to receive a land use designation in the Comprehensive Plan that meets the current land use of the property. This amendment proposes to deem the park properties as Recreation and the Diocesan property as Private Institution. The property where the golf cart barn and clubhouse is located is currently designated Recreation. The City intends to use

these structures as a voter registration office and a library. The more appropriate land use designation for the future use of this property is Public and Utilities, which identifies properties containing public buildings and facilities.

There is a companion rezoning application to change the zoning classification of all properties, except the Diocesan property. Pursuant to Sec. 31-12 of the Zoning Ordinance, any property annexed to the City is automatically zoned A-1, Agriculture. With the closing of General's Ridge Golf Course, the City is seeking to convert the cart barn and clubhouse into the voter registration office and a library. The property where these structures are located is currently zoned PUD, Planned Unit Development. Under the A-1 and PUD zoning districts, public parks and public facilities are not permitted by right; rather, a conditional use permit must be approved by the Governing Body for such uses. More importantly, the existing and future uses of the properties are not compliant with the Zoning Ordinance. A more appropriate zoning district for these uses is PF, Public Facilities, which allows government buildings and public parks by right. Therefore, these properties are proposed to be rezoned to the Public Facilities district. The Diocesan property will remain as A-1, Agriculture. A place of worship is a permitted use in the A-1 district.

**Staff Comment:**

Comprehensive Plan Amendment - Chapter 11 of the adopted Comprehensive Plan, titled "Land use and Urban Design," classifies all properties within the City under different land use categories, identifying the desired future land use. The Future Land Use map in the Comprehensive Plan shows the locations of these designations. Future land use designations include categories such as Commercial, Recreation, Public and Utilities, Private Institution, and Single Family residential and Multi-Family residential. The newly annexed properties currently do not have a land use designation currently since they were not located within the City limits until the annexation. A 191 acre portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill along with Parcel D, Section 2 of the Roseberry subdivision and the undeveloped right-of-way of Blooms Road are currently used as public parks and recreation and will remain so in the future. Accordingly, these properties are proposed to be designated as Recreation. The 6.2-acre property where the former golf cart barn and golf clubhouse are located is currently designated as Recreation since it was part of the golf course. While the property is now located in Blooms Park, the future uses of these structures are to be a voter registration office and the library. Since such uses are not park uses, the amendment proposes to reclassify this parcel as Public and Utilities. The adopted Comprehensive Plan describes this designation as public property where existing and planned facilities, institutions, or other government installations, such as, but not limited to, government centers and related facilities are to be located. Finally, the remaining annexed property is owned by the Diocese of Arlington. Since the property is owned by a religious institution, the appropriate land use designation is Private Institution, which include uses such as private schools, churches and cemeteries.

Rezoning – While the Comprehensive Plan identifies future land uses for a community, the Zoning Ordinance implements the land use goals of the Comprehensive Plan by providing detailed land use regulations. Similar to a land uses designation, each property has a zoning classification. The Zoning Ordinance provides the land use regulations and permitted uses for each zoning district.

As previously mentioned, all properties annexed to the City are automatically zoned A-1, Agriculture, pursuant to Sec. 31-12 of the Zoning Ordinance. Uses in the A-1 district are limited. Permitted uses include farming, places of worship, detached single-family dwellings, utility facilities and structures, greenhouses and nurseries, public and private forests and public and private stables. Public parks and golf course require Governing Body approval of a conditional use permit in the A-1 district. To operate in conformance with the Zoning Ordinance, all of Blooms Park, including the future library and voter registration office, Signal Hill Park and historic Signal Hill will need an approved conditional use permit. Alternatively, public parks and public buildings are uses permitted by right under the PF, Public Facilities district. The simplest and most effective way to bring these properties into compliance with the zoning ordinance is to rezone them to the PF district. No other legislative approval would be required for public uses to operate on the properties.

It is noted that the Milestone cell tower in Signal Hill Park would be a grandfathered use when the property is zoned to the PF district. A freestanding antenna for wireless communication services is a conditional use in the PF district. Any expansion of a grandfathered use is not permitted. Last year, the Governing Body adopted a zoning ordinance text amendment regarding wireless telecommunication facilities. Under these regulations (Sec. 31-34 of the Zoning Ordinance), staff would consider the Milestone cell tower as an existing telecommunication facility, and any additional antenna installation on the cell tower would be allowed as a permitted co-location under these provisions. Nevertheless, the cell tower should not remain as a grandfathered use. Under the existing PF district regulations, a structure and facility owned, operated and maintained by a public utility company that has a franchise agreement with the city is deemed a permitted use. Staff believes that cell towers are equivalent to a public utility and should be a permitted use, provided certain provisions are met. It is recommended that staff prepare a zoning ordinance text amendment that effectively addresses wireless telecommunication facilities in the PF district.

Impacts on City Services: There is little to no impact on City services related to the Comprehensive Plan amendment and the rezoning. The uses of the park properties are to remain the same, and this property provides valuable recreation services to the residents of the City. As for the proposed library and new voter registration office, the City currently pays Prince William for library services and the voter registration office is now located in City Hall; however, these service will be improved and enhanced when relocated to Blooms Park. The library arrangement with Prince William County is not cost effective, and the City wants to serve its residents with modern library services and additional community meeting space. The voter registration office has logistical challenges operating in City Hall, and voters will be better served with a dedicated voting location as well as modern and secure voting machines and equipment. The Diocesan property is currently vacant, but when it is developed, the impact on City services will be negligible and mainly related to police and fire services. Lastly, there will be no impact on City schools.

Traffic Impacts: Any potential impacts on traffic related to these applications will be from the new library, voter registration office and the Diocesan property when developed. The difference in trip generation between the previous golf course use and a library, voter registration office and passive park should be negligible. Staff does anticipate an increase in nighttime trips due to evening library hours and election days. With respect to the Diocesan property, it is difficult to

speculate the potential impacts on traffic when the development of the property is unknown. Staff anticipates that the majority of vehicle trips will occur during off-peak hours, such as early Saturday evenings and Sunday mornings when services occur.

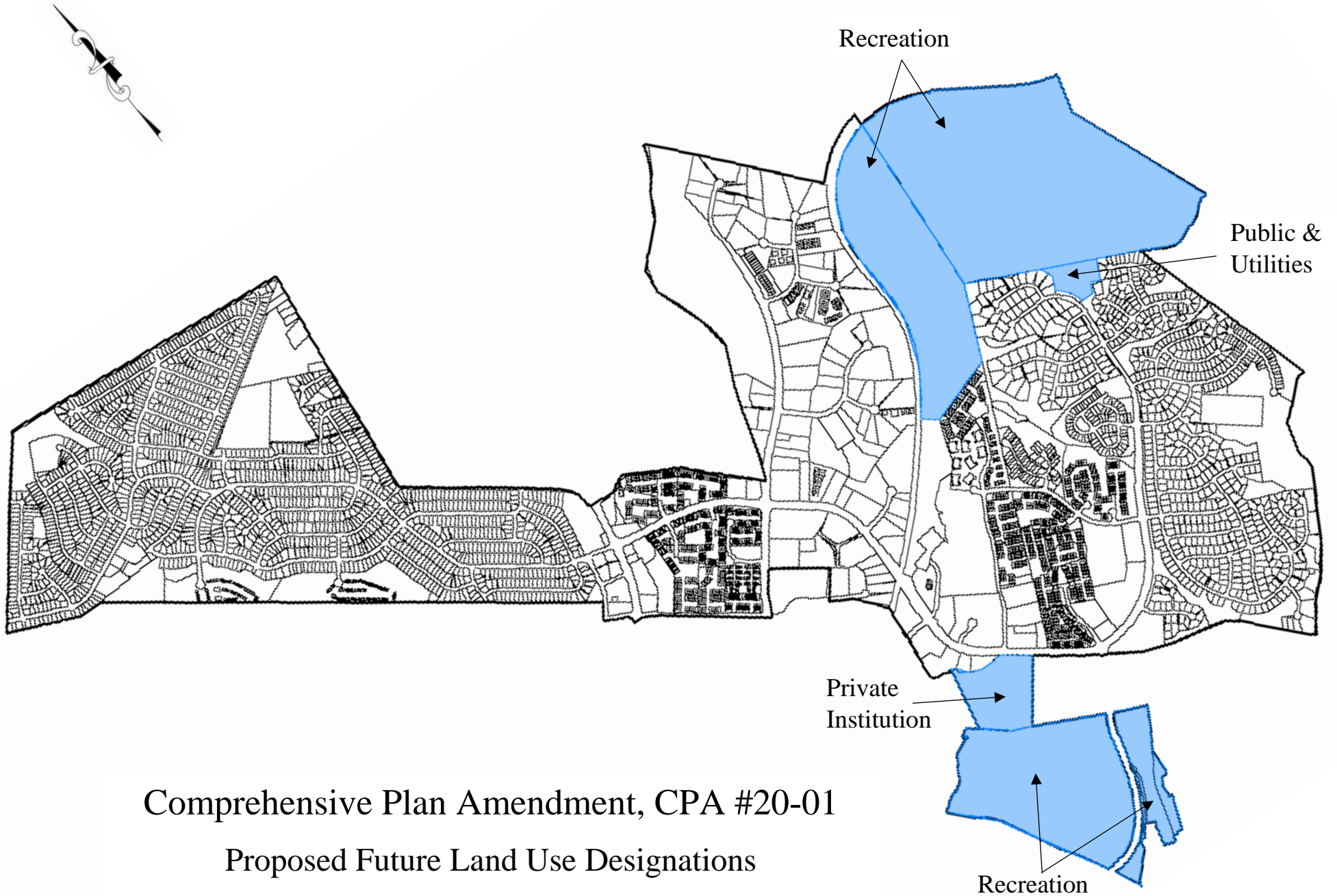
**Staff Recommendation:** The proposed Comprehensive Plan amendment and rezoning is essentially a housekeeping measure that properly aligns the existing and future uses of the subject properties with the adopted Comprehensive Plan and the Zoning Ordinance. Therefore, staff recommends that the Planning Commission recommend to the Governing Body approval of Comprehensive Plan Amendment, CPA #20-01. Staff further recommends that the Planning Commission recommend to the Governing Body approval of Rezoning, RZ #20-01.

Staff recommends the Governing Body approve Comprehensive Plan Amendment, CPA #20-01, as recommended by the Planning Commission. Staff also recommends the Governing Body approve Rezoning, RZ #20-01, as recommended by the Planning Commission.

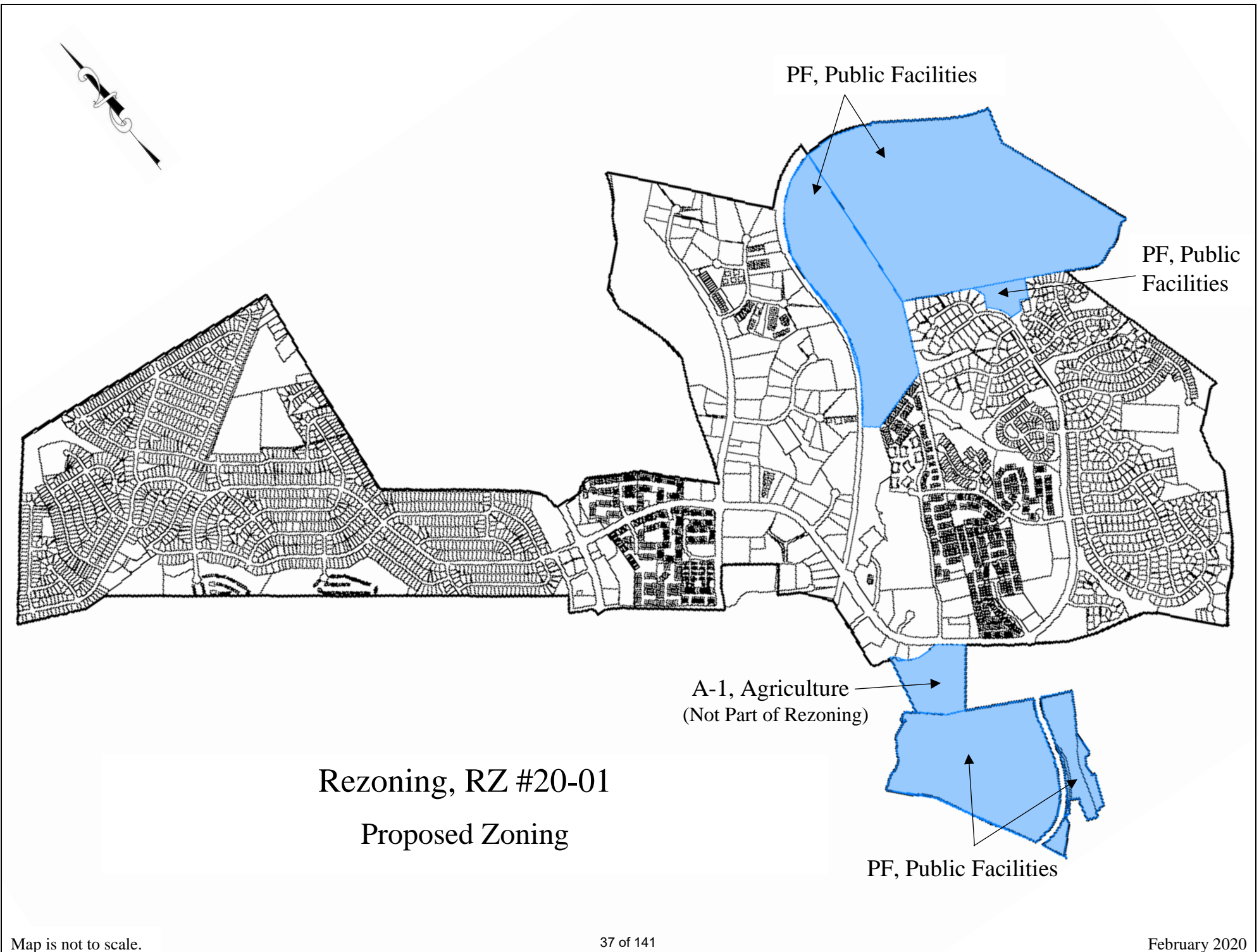
Lastly, it is recommended that the Governing Body direct staff to prepare and amendment to the PF district that allows wireless telecommunication facilities as a permitted use, subject to certain conditions, and bring it before the Planning Commission and Governing Body for review and approval.

Attachments:

- A. Map - Proposed Future Land Use Designations
- B. Map - Proposed Zoning Districts



Comprehensive Plan Amendment, CPA #20-01  
Proposed Future Land Use Designations



## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4B (1)**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearing – Comprehensive Plan Amendment, CPA #20-01

**BACKGROUND:** In July 2019, a boundary line adjustment between the City of Manassas Park and Prince William County brought several new properties into the jurisdiction of the City of Manassas Park. The properties are better known as a portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill and a 20-acre property owned by the Diocese of Arlington, south of the Digital Drive and Manassas Drive intersection.

A comprehensive plan amendment is proposed for these recently annexed properties as well as the property where the former golf cart barn and clubhouse of General's Ridge Golf Course is located. The newly annexed properties are to receive a land use designation in the Comprehensive Plan that meets the current land use of the property. This amendment proposes to deem the park properties as Recreation and the Diocesan property as Private Institution. The property where the golf cart barn and clubhouse is located is currently designated Recreation. The City intends to use these structures as a voter registration office and a library. The more appropriate land use designation for the future use of this property is Public and Utilities, which identifies properties containing public buildings and facilities.

More details regarding the comprehensive plan amendment can be found in the staff report provided earlier in the agenda packet.

|                                   |                   |                           |
|-----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                   | Amount:           | \$ _____                  |
|                                   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on Comprehensive Plan Amendment, CPA #20-01 until Wednesday March 4 2020. The Planning Commission will be asked to take action on this item at this meeting.

|  |   |
|--|---|
| <b>CITY MANAGER APPROVAL:</b>  | <div><div><i>Laszlo Palko</i></div><div>Laszlo A. Palko</div></div> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | <div><div>_____</div><div>Dean H. Crowhurst</div></div>             |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4B (2)**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Public Hearing – Rezoning, RZ #20-01

**BACKGROUND:** In July 2019, a boundary line adjustment between the City of Manassas Park and Prince William County brought several new properties into the jurisdiction of the City of Manassas Park. The properties are better known as a portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill with abutting properties, and a 20-acre property owned by the Diocese of Arlington, south of the Digital Drive and Manassas Drive intersection.


Pursuant to Section 31-12 of the Zoning Ordinance, any property annexed to the City is automatically zoned A-1, Agriculture. With the closing of General's Ridge Golf Course, the City is seeking to convert the cart barn and clubhouse into the voter registration office and a library. The property where these structures are located is currently zoned PUD, Planned Unit Development. Under the A-1 and PUD zoning districts, public parks and public facilities are not permitted by-right; rather, a conditional use permit must be approved by the Governing Body for such uses. More importantly, the existing and future uses of the properties are not compliant with the Zoning Ordinance. A more appropriate zoning district for these uses is PF, Public Facilities, which allows government buildings and public parks by-right. Therefore, these properties are proposed to be rezoned to the Public Facilities district. The Diocesan property will remain as A-1, Agriculture. A place of worship is a permitted use in the A-1 district.

It is noted that the Milestone cell tower in Signal Hill Park would be a grandfathered use when the property is zoned to the PF district. Last year, the Governing Body adopted a zoning ordinance text amendment regarding wireless telecommunication facilities. Under these regulations (Sec. 31-34 of the Zoning Ordinance), staff would consider the Milestone cell tower as an existing telecommunication facility, and any additional antenna installation on the cell tower would be allowed as a permitted co-location under these provisions. Regardless, the cell tower should not remain as a grandfathered use. It is recommended that staff prepare a zoning ordinance text amendment that effectively addresses wireless telecommunication facilities in the PF district.

More details regarding the rezoning can be found in the staff report provided earlier in the agenda packet.

|                                   |                   |                           |
|-----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                   | Amount:           | \$ _____                  |
|                                   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Governing Body to defer decision on Rezoning, RZ #20-01 to Wednesday, March 4 2020. The Planning Commission will be asked to take action on this item at this meeting.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <br>_____<br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst   |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development

**AGENDA ITEM 4C1**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Planning Commission - Zoning Ordinance Text Amendment, ZOTA #19-07

**BACKGROUND:** A Zoning Ordinance Text Amendment is required for the existing and proposed uses associated with 9115 Industry Drive. The property is zoned I-1, Industrial district and the current use of the property is a waste collection business. As currently written, the I-1 district prohibits equipment used for trash or refuse removal. Therefore, the current use of the property is not compliant with the zoning regulations.

The property owner would also like to use the site for a waste transfer station and a recycling center. These uses are not identified in the Zoning Ordinance. Pursuant to Sec. 31-13(g) of the Zoning Ordinance, any use that is not specifically listed is prohibited. The proposed Zoning Ordinance Text Amendment removes the prohibition on trash trucks and equipment, defines a waste transfer station and recycling center and adds them as conditional uses in the I-1, Industrial district. There are companion conditional use permit applications and a waiver request for a waste transfer station and a recycling center at 9115 Industry Drive.

A more detailed explanation of the Zoning Ordinance Text Amendment can be found in the staff report provided during the public hearing.

|                                  |                   |                           |
|----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                  | Amount:           | \$ _____                  |
|                                  | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Zoning Ordinance Text Amendment, ZOTA #19-07, as written.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <u>Laszlo Palko</u><br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst             |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development

**AGENDA ITEM 4C 2**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Planning Commission – Conditional Use Permit, CUP #19-07A

**BACKGROUND:** The applicant is proposing to establish a waste transfer station at 9115 Industry Drive. The property is zoned I-1, Industrial district. Subject to approval of Zoning Ordinance Text Amendment, ZOTA #19-07, a waste transfer station is a conditional use in the I-1 district.

The proposed waste transfer station would operate in conjunction with the waste collection business currently at the property. A new 12,000 square foot building would be constructed to house the waste transfer station. Several conditions are recommended to ensure proper operation of the facility. More details regarding the conditional use permit for the waste transfer station can be found in the staff report provided earlier in the agenda packet.

|   |                   |                           |
|---|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>May provide additional<br>revenue for the City. | Budgeted:         | YES _____ NO <u>  X  </u> |
|   | Amount:           | \$ _____                  |
|   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Conditional Use Permit, #19-07A, subject to the conditions dated February 10, 2020.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <u>Laszlo Palko</u><br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst             |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development **AGENDA ITEM 4C 3**

**MEETING DATE:** February 18, 2020


**SUBJECT/TOPIC:** Planning Commission – Conditional Use Permit, CUP #19-07B

**BACKGROUND:** The applicant is proposing to establish a recycling center at 9115 Industry Drive. The property is zoned I-1, Industrial district. Subject to approval of Zoning Ordinance Text Amendment, ZOTA #19-07, a recycling center is a conditional use in the I-1 district.

The recycling center is proposed to operate within the existing 9,000 square foot building. When the recycling center is operational, the waste collection business will no longer operate at the site and will relocate to a different property. The waste transfer station will continue to operate on the site. The applicant does not anticipate operating the recycling center immediately. As one of the conditions, the applicant has up to ten years to establish the recycling center. Several conditions are recommended to ensure proper operation of the facility. More details regarding the conditional use permit for the recycling center can be found in the staff report provided earlier in the agenda packet.

|   |                   |                           |
|---|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>May provide additional<br>revenue for the City. | Budgeted:         | YES _____ NO <u>  X  </u> |
|   | Amount:           | \$ _____                  |
|   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Conditional Use Permit, CUP #19-07B, subject to the conditions dated February 10, 2020.

|  |   |
|--|---|
| <b>CITY MANAGER APPROVAL:</b>  | <div><br/>_____<br/>Laszlo A. Palko</div> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | <div>_____<br/>Dean H. Crowhurst</div>  |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development

**AGENDA ITEM 4C 4**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Planning Commission – Waiver, WAI #19-07

**BACKGROUND:** The owners of the property of 9115 Industry Drive have submitted two separate conditional use permits for a waste transfer station and a recycling center to operate at the site. As shown on the Conditional Use Permit plan, the site does not meet the open space or the supplemental vegetative screening regulations as required under the Zoning Ordinance. The property is zoned I-1, Industrial district. The landscaping provisions require any property zoned I-1 to have 20% of the site be open space. Furthermore, storage areas are also required to be screened from view at grade level by opaque screening and vegetation.

The applicant is requesting a Waiver, WAI #19-07 to reduce the open space to 14% of the site and to eliminate the vegetative screening that supplements the visual barrier requirement of storage areas. The vegetation exemption is requested along the northern and southern boundaries of the property. The applicant is providing a visual barrier at these locations by inserting opaque slats in the chain link fence.

Staff is supportive of the open space and vegetative screening waivers. Staff believes there is sufficient landscaping as proposed on the CUP plan to meet the intent of the landscaping and screening requirements. More details regarding the waiver can be found in the staff report.

|                                   |                   |                           |
|-----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                   | Amount:           | \$ _____                  |
|                                   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Waiver, WAI #19-07.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <u>Laszlo Palko</u><br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst             |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development

**AGENDA ITEM 4C 5**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Planning Commission – Comprehensive Plan Amendment, CPA #20-01


**BACKGROUND:** In July 2019, a boundary line adjustment between the City of Manassas Park and Prince William County brought several new properties into the jurisdiction of the City of Manassas Park. The properties are better known as a portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill and a 20-acre property owned by the Diocese of Arlington, south of the Digital Drive and Manassas Drive intersection.

A comprehensive plan amendment is proposed for these recently annexed properties as well as the property where the former golf cart barn and clubhouse of General's Ridge Golf Course is located. The newly annexed properties are to receive a land use designation in the Comprehensive Plan that meets the current land use of the property. This amendment proposes to deem the park properties as Recreation and the Diocesan property as Private Institution. The property where the golf cart barn and clubhouse is located is currently designated Recreation. The City intends to use these structures as a voter registration office and a library. The more appropriate land use designation for the future use of this property is Public and Utilities, which identifies properties containing public buildings and facilities.

More details regarding the comprehensive plan amendment can be found in the staff report provided earlier in the agenda packet.

|                                   |                   |                           |
|-----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                   | Amount:           | \$ _____                  |
|                                   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Comprehensive Plan Amendment, CPA #20-01.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <br>_____<br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | _____<br>Dean H. Crowhurst   |

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Community Development

**AGENDA ITEM 4C 6**

**MEETING DATE:** February 18, 2020

**SUBJECT/TOPIC:** Planning Commission – Rezoning, RZ #20-01

**BACKGROUND:** In July 2019, a boundary line adjustment between the City of Manassas Park and Prince William County brought several new properties into the jurisdiction of the City of Manassas Park. The properties are better known as a portion of Blooms Park (formerly General's Ridge Golf Course), Signal Hill Park, historic Signal Hill with abutting properties, and a 20-acre property owned by the Diocese of Arlington, south of the Digital Drive and Manassas Drive intersection.

Pursuant to Section 31-12 of the Zoning Ordinance, any property annexed to the City is automatically zoned A-1, Agriculture. With the closing of General's Ridge Golf Course, the City is seeking to convert the cart barn and clubhouse into the voter registration office and a library. The property where these structures are located is currently zoned PUD, Planned Unit Development. Under the A-1 and PUD zoning districts, public parks and public facilities are not permitted by-right; rather, a conditional use permit must be approved by the Governing Body for such uses. More importantly, the existing and future uses of the properties are not compliant with the Zoning Ordinance. A more appropriate zoning district for these uses is PF, Public Facilities, which allows government buildings and public parks by-right. Therefore, these properties are proposed to be rezoned to the Public Facilities district. The Diocesan property will remain as A-1, Agriculture. A place of worship is a permitted use in the A-1 district.

It is noted that the Milestone cell tower in Signal Hill Park would be a grandfathered use when the property is zoned to the PF district. Last year, the Governing Body adopted a zoning ordinance text amendment regarding wireless telecommunication facilities. Under these regulations (Sec. 31-34 of the Zoning Ordinance), staff would consider the Milestone cell tower as an existing telecommunication facility, and any additional antenna installation on the cell tower would be allowed as a permitted co-location under these provisions. Regardless, the cell tower should not remain as a grandfathered use. It is recommended that staff prepare a zoning ordinance text amendment that effectively addresses wireless telecommunication facilities in the PF district.

More details regarding the rezoning can be found in the staff report provided earlier in the agenda packet.

|                                   |                   |                           |
|-----------------------------------|-------------------|---------------------------|
| <b>FINANCIAL IMPACT:</b><br>None. | Budgeted:         | YES _____ NO <u>  X  </u> |
|                                   | Amount:           | \$ _____                  |
|                                   | Budget Line Item: | _____                     |

**STAFF RECOMMENDATION:** For the Planning Commission to recommend to the Governing Body approval of Rezoning, RZ #20-01.

|  |  |
|--|--|
| <b>CITY MANAGER APPROVAL:</b>  | <div><i>Laszlo Palko</i><br/>_____<br/>Laszlo A. Palko</div> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: <u>  X  </u> Not Required: _____ | <div>_____<br/>Dean H. Crowhurst</div>                       |

# **Refuse and Recycling Update: AGENDA ITEM 6B**

## **Eliminating Glass from Single Stream Recycling Collection & Other Recycling Issues**

Presented By: Calvin E. O'Dell



# Presentation Agenda

- Problems associated with single-stream collection of glass.
- Local/regional response to repurposing glass materials.
- Option for separate glass collection in the City.
- Community outreach methods regarding update of acceptable materials for recycling collection.



# Why Glass and Recyclables Don't Mix

## Glass creates 3 major problems for single stream recycling:

- 1) Glass containers are frequently broken during collection and transport to sorting facilities. Broken glass *contaminates* the more valuable recyclables such as metals and cardboard leading to tipping costs of roughly \$140.00/ton compared to \$105/ton for uncontaminated recyclables.
- 2) Broken glass *damages* processing machinery at recovery facilities.
- 3) The excess weight of glass *increases transport costs* to and from recycling centers.



## Why the Landfill Instead of Recycled Glass Manufacturing?

Glass collected at single-stream recycling facilities must be further processed at a glass beneficiation facility in order to be of use to a glass manufacturer. The nearest beneficiation facilities are in North Carolina and Pennsylvania. Due to the weight of glass, shipping to such distances is an impractical (and expensive) solution. Consequently, most (non-separated) glass is disposed of as landfill residue.



# Local and Regional Response

This leaves Manassas Park (and most of Northern Virginia) with two options for glass disposal:

- Place used glass in regular trash.
- Provide a separate, “glass only” collection site(s) where all colors of clean/dry glass jars and bottles are accepted.

In an effort to improve the *quality* of recyclables, local jurisdictions, including Manassas Park, are now asking residents to remove glass from their single-stream recycling containers as most of the glass is being landfilled, rather than recycled, after processing at local material recovery facilities (MRFs).

The counties of Arlington, Fairfax & Prince William, Towns of Herndon and Vienna, and the Cities of Alexandria and Falls Church, have all removed glass from their list of accepted curbside recycling materials and are asking residents to cart their own bottles and jars to separate glass recycling areas. These drop-off areas feature a 30-40 cubic yard dumpster where bottle/jars can be separated into clear, green, and brown depositories, all within the same dumpster.



# Local and Regional Response cont'd

Five of these jurisdictions (Alexandria, Fairfax, Prince William and Arlington counties and the Town of Vienna) now participate in the **Purple Bin Club**, a Northern Virginia regional partnership where 30-40 cubic yard (purple) dumpsters are placed in specific locations where residents can bring clean bottles/jars for recycling or repurposing.



## HOW IT WORKS...

- Fairfax County, originator of NoVA's Purple Bin Club, may be able to provide a "loaner" dumpster to a jurisdiction for the first 6 months of participation, based on availability, however, most have purchased or personalized their own dumpsters for use in the program.
- Once the dumpster has reached capacity, jurisdictions either haul their own dumpsters or pay their solid waste contractors haul the dumpsters to the I-95 Lorton Processing Facility where the contents are crushed and repurposed as pipe bedding, road construction and filtration materials.
- As glass quality continues to improve due the separation of materials, more of the crushed material becomes eligible for actual recycling as a new glass product.



# Cost of Implementing a Separate Glass Collection Program

## DUMPSTER COST

The City of Manassas Park can provide (2) 20-30 yard roll-off recycling dumpsters at locations on the east and west side of the City. These dumpsters would have (3) 8"-10" access ports in the front of the dumpsters for disposal of glass bottles and jars. The price for each dumpster is \$6,500.00 including preparation costs (painting, City logo, instruction signage).

## HAULING FEES

The dumpsters would be hauled to the I-95 Lorton processing facility by the City's solid waste contractor, Patriot Disposal, for the same cost as the City's current on-call dumpster service for a 30 yard dumpster (\$400.00).

## DISPOSAL FEES

The disposal fees at the I-95 Lorton Processing Facility are \$15.00/ton. Average tonnage for a 30 yard dumpster at full capacity is roughly 6 tons of glass X \$15.00/ton = \$90.00

**Initial cost of implementing a glass collection program                      \$6,500 per dumpster**

**Average cost of each pull/return including haul/disposal fees    \$ 500**

**Conservative estimation of a separate door to door (curbside) glass collection program would be \$20,356.00 (monthly) in addition to existing contract costs (23% increase in trash rates to residents).**

(Contractor would require a new or modified collection vehicle and manual separation of glass materials at the curb).

# Updated List of Acceptable Curbside Recyclables Provided to City Residents

## ACCEPTABLE CURBSIDE RECYCLABLES

- Mixed paper, magazines, junk mail, newspapers, non-metallic wrapping paper
- Flattened cardboard (No pizza boxes, or Amazon boxes contain packing tape or labels)
- Metal food and beverage cans
- Cartons (milk, juice) remove caps and straws
- Plastic food and beverage bottles/jugs

## UNACCEPTABLE CURBSIDE RECYCLABLES

- Household Hazardous Waste
- Used Electronics
- Glass products
- Shredded paper (good compost but too small to be sorted at processor)
- Plastic grocery bags (please recycle at your grocer)
- Dirty diapers (dispose in trash only)
- Textiles/clothing (can be reused, please donate)



# COMMUNITY OUTREACH METHODS

## **TARGET AUDIENCE:**

Residents, Multi-Family Complexes, Schools, Community Groups/HOAs.

- Social media, Everbridge, Newsletters
- Information flyers and brochures
- Direct mail/water billing statements
- Media releases and local articles
- Solid Waste webpage update
- Presentations and events



## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT City Clerk

### AGENDA ITEM 7A

MEETING DATE: February 18 2020

SUBJECT/TOPIC: **Approval of Minutes** January 21 and February 4, 2020 Approval as presented or noted corrections

|   |  |
|---|--|
| <b>CITY MANAGER APPROVAL:</b><br>Approved:___ Not Required: <u>  x  </u>    | <br><br><i>Laszlo Palko City Manager</i> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required:_____ Not Required: <u>  x  </u> | <br><br><i>Dean H. Crowhurst</i>         |

ATTACHMENTS Minutes

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, JANUARY 21, 2020 AT 7:00PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

Roll Call

Present

Jeanette Rishell, Mayor  
Preston Banks, Vice Mayor  
Hector Cendejas  
Donald Shuemaker  
Miriam Machado  
Alanna Mensing  
Haseeb Javed

Absent

None

Staff

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

**1. Approval of Agenda:**

**MOTION:** Councilmember Mensing moved to approve the Agenda with three items to be discussed in closed meeting; two item under Paragraphs 3,5,8 and 1 item under Items 3&8 of Subsection 2.2-3711A of the Code of Virginia.

**SECOND:** Councilmember Cendejas

**VOTE:** Yes: Mensing, Cendejas, Banks, Javed, Machado, Shuemaker, Rishell

**2. Moment of Silence/Pledge of Allegiance:** Councilmember Banks led the Pledge.

**3. Public Comment Time:** No citizens wishing to make public comment.

**4. Public Hearing:**

**4a. CA: Ordinance Amend Incentives City Code § 22-212 Definitions:**

The Mayor opened the Public Hearing at 7:03 pm.

The City Attorney stated the MU-D Downtown mixed-use district serves as the incentive zoning district to implement the development incentives for the City Center Redevelopment District that are found in Article XII of Chapter 22 of the City Code (the "Incentives Ordinance"). The MU-D district text was amended on December 17, 2019 to allow the residential component of a development to comprise up to 75% of the development's total area; the residential component had previously been limited to 40% of the development's total area. The Incentives Ordinance now needs to be amended to state clearly that to qualify for the development incentives; the residential component cannot comprise more than 40% of the development's total area. If approved, the attached ordinance would amend City Code § 22-212 to make this requirement clear. It would also clarify that no incentive period can be for a period greater than 10 years.

Councilmember Shuemaker: How are the incentives structured in terms of number of years? There are some performance measures that you have to meet; such as how many new employees, and points received for every \$100,000 of increased assessed value. This is assessed value on real estate property, increase in gross receipts for BPOL, square feet of a building, etc. These incentives were previously passed. If you come in with a big project, you will get all ten points and have a ten-year period. First year would be tax exempt of 80% of increased value. You take a snapshot of what the assessed value was the prior year and the gross receipts prior and then take a snapshot after the project is completed. The difference is the increase in gross receipts or real estate assessed value. Eighty percent of that is not taxable is not taxable that first year. Depending on how long the period is if it is 10 years, it will decrease by 8% each year.

The assessed value would come from city assessor and BPOL from Commissioner of the Revenue. They will always pay real estate taxes on the base value. City will get the base plus 20% of additional value. This should help the business get started and be successful.

Vice Mayor Banks stated we combined different incentive policies in the state code. There are four different enabling legislation used. He believes the hardest years for businesses are the beginning years.

The City Attorney stated the City Manager has asked that him to prepare an ordinance to bring in an arts and cultural district. The City Manager stated that district would be to enable an incentivized package for the movie theater for a tax break on their BPOL.

Citizens: There were no citizens wishing to address this public hearing.

**4a. Close Public Hearing: 7:07 pm:**

MOTION: Councilmember Shuemaker

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

This item will be addressed under Item 9a of New Business.

**4b. CA: Ordinance: Amend City's small purchases Va. Code §2-175:**

Mayor Rishell opened the Public Hearing at 7:08pm.

The City's small purchases provisions in City Code § 2-175 do not reflect changes to Virginia Code § 2.2-4303G that allow for transportation-related construction contracts with an aggregate or sum that is not expected to exceed \$25,000 to be awarded without competitive sealed bids or competitive negotiation. Previously city was limited to \$60,000 in aggregate for a professional services agreement. The amount of authorized for professional services contracts without competitive sealed bids or competitive negotiation has also been increased to \$80,000, which is not reflected in § 2-175. If approved, the attached ordinance would amend City Code § 2-175 to reflect the changes to Virginia Code § 2.2-4303G.

Citizens wishing to address Public Hearing: None

**4a. Close Public Hearing: 7:07 pm:**

MOTION: Councilmember Shuemaker

SECOND: Councilmember Machado

VOTE: Yes: Shuemaker, Machado, Cendejas, Banks, Javed, Mensing, Rishell

This item will be addressed at the February 4, 2020.

**5. Presentations / Recognitions**

**6. Information Item**

**7. Consent Agenda**

**7a. Ordinance\_\_\_\_\_CM: FY 20 Budget Amendment (Public Hearing held January 14, 2020)**

MOTION: Councilmember Shuemaker moved to approve as presented.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Machado, Banks, Javed, Mensing, Rishell

**8. Unfinished Business**

**8a. CD: Janitorial Services: Calvin O'Dell:**

This presentation is follow up to presentation made during budget amendment. Evaluate the difference between hiring staff and continuing down the path of contract services. This started with a level of service complaint at City Hall.

Currently the city is using parks & recreation staff to address cleaning needs of city hall. Our facilities manager recommended using contract services for city hall cleaning needs since it was very successful at Social Services and at police department. The City Manager wanted staff to look at a comprehensive look at this service to see if there was economy of scales to be had by combining all of the current buildings that are utilizing janitorial services with one contract. It was determined we needed a more concise evaluation of hours vs. contract.

|                                | Monthly Expenses               | Additional Expenses     | Annual Expenses                 |
|--------------------------------|--------------------------------|-------------------------|---------------------------------|
| Contract at Social Services    | \$1,150                        |                         | \$13,800                        |
| Contract at Police Department  | \$2,957<br>(Contract + Porter) | \$3,950<br>(Deep Clean) | \$39,430<br>(Contract + Porter) |
| PT Staff Hours at City Hall    | \$433                          |                         | \$5,200                         |
| Staff Hours at Public Works    | \$200                          |                         | \$2,400                         |
| Staff Hours at Fire Department | \$1,544                        |                         | \$18,533                        |
| <b>Total:</b>                  | <b>\$6,284</b>                 | <b>\$29,950</b>         | <b>\$79,363</b>                 |

Total Annual Actual Savable Spending (not including hours): \$53,230

#### Current Hours

| Facility          | Current Janitorial Hours | Current Porter Hours | Total Hours |
|-------------------|--------------------------|----------------------|-------------|
| Police Department | 3                        | 10                   | 13          |
| Social Services   | 9-12                     | N/A                  | 9           |
| City Hall         | 15                       | 3                    | 18          |
| Fire Department   | 12                       | 1                    | 13          |
| Public Works      | 3                        | 1                    | 4           |
| <b>Totals:</b>    | <b>42</b>                | <b>15</b>            | <b>57</b>   |

57 hours per week would require both a full-time position and part-time position.

| Full-time Porter<br>+<br>Part-time Janitor | Full-time Janitor<br>+<br>Part-time Janitor | Contract<br>Janitorial<br>Services |
|--|---|------------------------------------|
| Salary Porter: \$41,600                    | Salary Janitor: \$28,000                    |                                    |
| Salary PT Janitor: \$11,440                | Salary PT Janitor: \$11,440                 |                                    |
| *Benefits Porter: \$17,882                 | *Benefits Janitor: \$15,582                 |                                    |
| FICA PT Janitor: \$875                     | FICA PT Janitor: \$875                      |                                    |
| <b>Total: \$71,797</b>                     | <b>Total: \$55,897</b>                      | <b>Total: \$55,000</b>             |
| <b>Net: \$18,567</b>                       | <b>Net: \$2,667</b>                         | <b>Net: \$1,770</b>                |

**Reminder:** Total Annual Actual Savable Spending: \$53,230

**\*Note:** Amount can increase by max \$5K or decrease by max \$10K depending on Health Insurance Coverages.



Police department have a porter. He does more than cleaning such as change light bulbs, move furniture, touch up painting, take out trash, etc. It is more than a contract janitorial service. The porter is capable of filling multiple roles.

All other city facilities are being serviced by staff that is already on hand. The fire department does their own cleaning. Parks & Recreation does their own cleaning as well as providing personnel for city hall. Staff does not believe that we can do this work with one full time person. Total hours per week right now is 57 hours, which is more than one person, can legally work without overtime. It would have to be a person and a half. The facilities manager is doing Porter responsibilities.

City would send out an RFP for services. They think it would cost \$55,000 a year to service all city buildings. Night cleaning is a valuable way to do things. It is very disruptive during the day.

Pros and Cons:

Pros: Opportunity to utilize labor for repair and maintenance operations, exterior cleanup, and other duties as assigned. Simplified control of expectations for performance. Potentially fewer security concerns and better coordination if evening cleaning operations were preferred. Opportunity for career development and advancement

Cons: Recruitment and retention, potential level of service issues during vacancies. Overhead increases through pay increases, benefits, and vehicle maintenance and replacement

The Porter would be below a Facility Manager (who manages all aspects of the Facility-maintenance, repairs, renovations, replacements, and cleaning) but above a Custodial Supervisor (who manages janitorial staff only). The Porter manages custodial services (cleaning), but goes beyond just cleaning to providing complete floor care and basic facility services- painting, changing lightbulbs, small repairs, etc. that a Janitor would not do. We get a much greater return from a Porter vs. a Janitor.

Staff recommendation is to hire a full-time Porter and part-time janitor. Cost difference is negligible, and contract bids may be high. Porter provides more benefit to the Facilities Manager than contract janitorial services or just janitorial staff. Staff is equally as scalable when new facilities come online. Good opportunity to start rebuilding a facilities staff to care for our investments. Budget Amendment has \$30K additional budgeted which would cover Porter option of an additional \$18,567 (with the \$5K cushion needed due to potential Health Insurance cost swings; thus actual increased cost would range between \$8,567-\$23,567).

Mayor Rishell stated the existing \$55,000 that is used on the contract plus the \$30,000 increase in budget amendment would cover the porter plus part-time janitor. The City Manager stated it is \$53,000 existing plus \$30,000 in budget amendment factoring in the benefits. If you factor in existing employees performing janitorial services, it would be \$79,000 in current spending.

Councilmember Machado wanted to know if 57 hours would be enough to handle all of the buildings. The facility manager can clean the buildings in 57 hours but can you expect that from someone else who is new and might make less money. All employee hours in the future will be documented by the Manager Plus system. Staff uses it to bill utility companies, HOA's, etc. to document hours. The city will be adding library and registrar's office to this contract.

If approved recruitment would start immediately. Present city employees can apply for these positions. Staff will draft a job description for these positions.

There is an opportunity to explore the schools contractor. They have a rider clause in their RFP. Their contractor offers porter services. That will be substantially more than the \$55,000 offered. They would be on call but you can never predict when an emergency occurs such as roof top compressor goes out and second set of hands is needed. City Staff can put together a schedule but cannot predict when we have a snow event and sidewalks might need clearing. The City Manager stated the city's first priority for public works is clearing the streets and that is why he closes city hall two hours sometimes.

He would compare a porter to a Crewman III in public works. Someone that can work independently unsupervised.

MOTION: Councilmember Machado moved to accept recommendation of Staff and authorize the City Manager to hire a full-time Porter and part-time Janitor utilizing existing \$53,230 in the budget for these services + a portion of the \$30K increase in the budget amendment.

SECOND: Councilmember Shuemaker

VOTE: Yes: Machado, Shuemaker, Banks, Javeed, Mensing, Shuemaker, Rishell

## **9. New Business**

### **9a CA: Ordinance 20-1700-1044: Amend Incentives City Code 22-212 Definitions**

MOTION: Councilmember Shuemaker moved that the Governing Body approve the ordinance to amend City Code § 22-212, Definitions.

SECOND: Councilmember Mensing

VOTE: Yes: Shuemaker, Mensing, Banks, Haseed, Machado, Cendejas, Rishell

### **9b. PR: July 4, 2020 Fireworks Contract: Tony Thomas:**

For over 40 years, the City of Manassas Park has celebrated Independence Day by providing a fireworks display for the community to enjoy. Since 2009, Volt Live, formerly known as Pyro Engineering (PEI), has been contracted to perform the City's fireworks display at Signal Hill Park. On October 22, 2019, Volt Live notified DPR staff via email that they would be transitioning their business interests away from fireworks, and into lasers, pyrotechnics, flame, SFX, 3D mapping and live streaming. In this email, Volt Live referred another company, Fireworks by Starfire, as a reputable organization that would be able to help us continue to shoot fireworks on July 4. Tony Thomas researched Starfire, and subsequently met with their president onsite (Signal Hill Park) to gain a better understanding of their business operations. After carefully reviewing Starfire's organization, DPR staff feels confident that Starfire can match, if not exceed, that of our previous vendor, Volt Live. Starfire will design, execute, and manage all aspects of the fireworks show. Due to the late nature of the notice from Volt Live regarding terminating their business relationships with localities/organizations that shoot fireworks - - Starfire has agreed to honor the price (\$18,700) that Volt Live quoted the City for the 2019 show. Moving forward, the City should be prepared to increase the cost of fireworks by at least \$500 for the 2021 and 2022 shows. DPR staff has solicited proposals from numerous fireworks vendors in the past, and with the exception of Volt Live, all parties have stated that \$20,000 is the minimum amount a party must pay to secure a show on July 4, 2020. We feel fortunate to have found a vendor that has agreed to honor Volt Live's 2019 show price and recommend moving forward with Fireworks by Starfire. They will continue with the four-inch shells. We will get the same fireworks as in prior years.

Total \$18,700 Budgeted: Yes, amount Budgeted: \$19,200, amount Spent: \$0 amount Requested: \$18,700 budget Line Item: 5851: July 4 Contracts

Staff recommendation: That the Governing Body approve the Fireworks Display Contract for July 4, 2020, in the amount of \$18,700.00 and authorize the City Manager to sign the contract, subject to final City Attorney review.

MOTION: Councilmember Shuemaker moved that the Governing Body approve the Fireworks Display Contract for July 4, 2020, in the amount of \$18,700.00 and authorize the City Manager to sign the contract, subject to final City Attorney review.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javeed, Mensing, Machado, Rishell

The City is the sponsor. Discussion followed on insurance, rain dates, and what would be responsibility of city as sponsor and the fireworks contractor. The City Attorney will review the agreement.

**9c. CD: Branscome Payment \$89,898.52:**

On December 13, 2016, the Governing Body approved a resolution to use PRTC Motor Fuels Tax (MFT) funds to cover resurfacing operations at select locations along Manassas Drive. Branscome Paving Co., the City's on-call paving contractor, had provided an estimate of \$82,961.20 for the work, and the resolution allocated \$85,000 of MFT to the project. This work was approved to be paid out of the Street Improvements and Resealing line of the Capital Improvements budget (GL# 302-94100-0143-00-00-00) for FY17. The work was executed by the contractor as planned, but the City did not receive an invoice. It was only in recent efforts to close out existing encumbrances to the PRTC MFT account that the error was noticed, and an invoice pursued by City staff. On January 8, 2020, the City received invoice from Branscome in the amount of \$89,898.52. This invoice has been checked against the milling tickets and asphalt tickets provided to staff in 2016. The amounts are correct, and we are being billed at 2016 contract rates. Therefore, staff is recommending payment of the invoice.

Staff is looking into putting slurry seal on the streets to help stop the cracking of the street. In the future in the water prone areas when city has to do construction, we will have to put in a better under drain system to get the water from underneath the paving.

Upon payment, staff will submit a request for reimbursement to PRTC in the amount of \$85,000. This will leave an unreimbursed balance of \$4,898.52. Staff recommends the use of NVTA Local Fund balance to cover this amount, as this has been the prescribed offset revenue for this capital expenditure line item in recent budgets. The City will need to perform a future budget amendment and appropriations adjustment to add both the PRTC and NVTA revenue along with the expenditure in FY 20 in order to not exceed appropriated funding amounts.

Financial Impact: \$89,898.52 in PRTC and NVTA funds. Budgeted: Yes Amount Budgeted: \$256,250 Amount Spent: \$11,878 Amount Requested: \$89,898.52 Budget Line Item: 302-94100-0143-00-00-00

**STAFF RECOMMENDATION:** That the Governing Body authorize payment of Branscome Paving Co. Invoice #BA151515 in the amount of \$89,898.52 and task the City Manager to perform an account clean-up budget amendment in the spring to include this amount.

**MOTION:** Councilmember Shuemaker moved that the Governing Body authorize payment of Branscome Paving Co. Invoice #BA151515 in the amount of \$89,898.52 and task the City Manager to perform an account clean-up budget amendment in the spring to include this amount.

**SECOND:** Councilmember Machado

**VOTE ROLL CALL:** Yes: Shuemaker, Machado, Banks, Cendejas, Javed, Mensing, Rishell

**9d. Resolution \_\_\_\_\_ CD: Manassas Drive Culvert Revenue Sharing: Calvin O'Dell:**

The Manassas Drive at Russia Branch culvert consists of twin corrugated metal arch pipes. These existing corrugated arch pipes are severely corroded along the bottom and must be replaced; staff recommends that they be replaced with concrete boxes. Due to the condition of this culvert, VDOT has placed load restrictions on it. The total cost estimate for this project is \$3,134,180. The entire project is eligible for Revenue Sharing of \$1,688,110. This project is a high priority project in the approved Capital Improvement Program.

An application for VDOT Revenue Sharing for this project was submitted on October 1, 2019. (This project had been approved in the previous funding cycle (FY 2019-2020), however, the City declined the revenue sharing funds because the City was unable to fund its share of the project.) Part of the application process is a commitment from the Governing Body to commit its share of the project to qualify for VDOT Revenue Sharing.

This project is funded over the period FY 2021-2023, with most of the funding occurring outside this Revenue Sharing funding cycle. The City is only able to apply for Revenue Sharing for an amount not to exceed its CIP in the funding cycle, which is FY 2021-2022. The City's CIP funding level for this project in the period FY 2021-2022 is \$756,000.

Since the City can only request \$756,000 in this cycle, that is the funding level in the accompanying resolution. The City will be eligible to apply for the balance in the funding cycle FY 2023-2024; since the design will be complete by the time the application is due for that cycle, a final estimate will be available for that application. Staff is constantly looking into grants, etc. to see if city is eligible.

Note that while this resolution commits the City to providing its share of the project, this action does not actually commit funds, unless the Revenue Cost Sharing application is approved, and the City accepts the Revenue Cost Share, which it is not obliged to do. Acceptance of the Revenue Cost Share would require a separate Governing Body action. This is a tier 1 project, which is already funded.

Financial Impact: There is no fiscal impact to the City

Staff Recommendation: Approve Resolution to commit funds for the City's share of VDOT Revenue Sharing for the Manassas Drive culvert replacement at Russia Branch. Direct the City Manager to pursue the Revenue Cost Sharing application for this project to be returned for final approval by the Governing Body once approved by VDOT.

**(1) Resolution \_\_\_\_\_ Manassas Drive Resolution: Calvin O'Dell**

MOTION: Councilmember Shuemaker moved that the Governing Body approve the attached Resolution to commit funds for the City's share of VDOT Revenue Sharing for the Manassas Drive culvert replacement at Russia Branch project.

SECOND: Councilmember Cendejas

VOTE ROLL CALL: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

**(2) Revenue Cost Sharing Application: Manassas Drive Culvert: Calvin O'Dell:**

MOTION: Councilmember Shuemaker moved that the Governing Body direct the City Manager to pursue the revenue cost sharing application for the Manassas Drive culvert replacement at Russia Branch project, which, if approved by VDOT, would be presented to the Governing Body for final approval.

SECOND: Councilmember Cendejas

VOTE ROLL CALL: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

**9e CD Fire Safety Inspections Contract: Calvin O'Dell:**

As part of an ongoing attempt to reduce contract costs for facilities related services, the City has solicited estimates for consolidated fire safety systems testing and inspection services at all of the applicable City buildings. The Virginia Statewide Fire Prevention Code requires that systems such as fire alarm, fire sprinkler, commercial kitchen hood fire suppression, and even fire extinguishers be inspected at regularly prescribed intervals to ensure that they remain capable of performing their intended function. In years past, several contracts were in place with various vendors to provide the same scope of services. Many of those contracts have lapsed, providing the City with an opportunity to take advantage of economies of scale by consolidating all of these required inspections at all City buildings through a single vendor. Staff solicited estimates from numerous companies who provide such services, and have found the lowest estimate for these comprehensive services to be from BFPE International, Inc. The annual amount of these services at the Police Station, City Hall, Fire Station, and the Community Center through BFPE would be \$5,485.00.

Financial Impact: \$5,485 Budgeted: Yes, Amount Budgeted: \$68,878.00 Amount Spent: \$24,408 Amount Requested: \$5,485.00 Budget Line Item: 100-43166-3170-00-00-00 Facilities Contract Services

Staff Recommendation: That the Governing Body authorize the City Manager to enter into and negotiate an agreement with BFPE International, Inc. to perform fire safety systems inspections at City facilities, and authorize the City Manager to sign the agreement pending City Attorney Review.

MOTION: Councilmember Shuemaker moved that the Governing Body approve the BFPE test inspection and monitoring agreement and authorize the City Manager to sign the agreement subject to final review by City Attorney.

SECOND: Councilmember Machado

This is a savings of \$553.00.

VOTE ROLL CALL: Yes: Shuemaker, Machado, Banks, Cendejas, Javed Mensing, Rishell

### 9f CM: FY21 Budget Schedule and Guidance:

City Manager has started the FY21 budget season. Templates have been provided to departments and meetings scheduled. They are meeting to discuss the CIP templates received. An official schedule needs to be approved for budget planning and guidance by February 21 for Governing Body priorities so City Manager can consolidate them into one list with rankings based on priorities. The City will actively seeking public input in a governing body meeting. There is a date (May 15, 2020 or 30 within 30 days of receipt of state estimates and funding) when the School Board budget must be approved in order to comply with state law. He will seek input on tax rate and budget expenditures. March 4 will be first meeting not March 3 because of elections. The Planning Commission to present the draft CIP will be held on March 11, 2020. It was consensus of Governing Body that they meet with the School Board on March 31, 2020. The City Assessor should give the City Manager draft assessment numbers by March 23, 2020. City Manager budget will be presented on April 7, 2020. Staff will make presentation on April 14 (parks & rec, social services, registrar and constitutional officers) and April 28 police and fire and tentatively community development). The City Attorney stated budgets and appropriations are two separate things. You are approving a budget which is what you proposing to appropriate. A resolution is approved which would help the schools plan. Ordinance approves the budget.

Vaping: There is a bill before legislators to tax vaping products. Vice Mayor Banks stated he attended a cigarette tax board meeting and he was told the study on whether to tax vaping products is being prolonged another year or two. Cigarette sales are declining by 5% in this area to vaping and people not smoking. The issue is also how to tax vaping.

You have flexibility up to May 19<sup>th</sup> to work things out and finalize for advertising but will set a goal of May 5, 2020. Staff recommends that the Governing Body adopt the attached budget calendar for the FY21 budget.

#### FY 2021 BUDGET SCHEDULE

| Date (2020)           | Activity   | Topic   |
|-----------------------|--|---|
| January 17            | Internal Management  | Budget Templates provided to Departments  |
| February 14           | Internal Management  | Department Budgets Due to City Manager  |
| February 18           | Regular Governing Body Meeting                                       | Governing Body Budget Priority Discussion   |
| March 11              | Planning Commission  | Draft CIP Presentation  |
| March 4               | Regular Governing Body Meeting                                       | Continual Discussion of Priorities  |
| March 17              | Regular Governing Body Meeting                                       |   |
| Mid-March             | Internal Management  | City Manager receives Draft Assessment Data from Assessors  |
| Late March            | Internal Management  | City Manager Finalizes Budget   |
| March 31              | Special Meeting  | School Board Budget Presentation to GB  |
| April 1               | Planning Commission  | Vote on CIP Recommendation to GB  |
| April 7               | Governing Body Work Session  | City Manager Presents Budget Recommendation   |
| April 14              | Governing Body Work Session  | Budget Work Session   |
| April 21              | Regular Governing Body Meeting                                       | CIP Presentation  |
| April 28              | Governing Body Work Session  | Public Budget Input Session   |
| May 5                 | Regular Governing Body Meeting                                       | Budget Work Session   |
| May 5                 | Regular Governing Body Meeting                                       | Governing Body Selection of Budget/CIP Parameters for Public Hearing Advertisement; Approve Resolution for Not to Exceed Tax Rate/Fees; Vote on School Board Budget |
| Early through Mid-May | Advertisement  | Advertisement of Budget and Tax Rates/Fees in Newspaper   |
| May 12                | Governing Body Work Session (if needed)                              | Refinement of Budget/CIP  |
| May 19                | Regular Governing Body Meeting                                       | Refinement of Budget/CIP (if needed)  |
| May 26                | Public Hearing   | Public Hearing held on Budget   |
| June 2                | Regular Governing Body Meeting                                       | Adoption: Budget, CIP, Tax Rates and Fees or continued refinement (if needed)   |
| June 9                | Governing Body Work Session (if needed)                              | Continued refinement of Budget/CIP (if needed)  |
| June 16               | Regular Governing Body Meeting                                       | Adoption: Budget, CIP, Tax Rates and Fees or continued refinement (if needed)   |
| June 23               | Special Meeting or Governing Body Work Session (if either is needed) | Adoption: Budget and CIP or continued refinement (if needed)  |
| June 30               | Last Day of Fiscal Year  | Latest Date to Adopt Budget   |

MOTION: Councilmember Shuemaker moved that the Governing Body adopt the attached budget calendar for the FY21 budget.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

**9g CM: Manassas Park Transitional Neighborhood Library:**

Staff would like decisions made about location and layout and incorporate that with whatever city is doing at Blooms Park office. It can be as simple as cutting one door, doing some painting, taking down a wall and adding a wall. It could be added to existing contract city will develop for Building B which is Blooms Park office. They would like to finalize a decision on Transitional Neighborhood Library location being at Blooms Park, the layout option approval and internal staffing versus contract support.

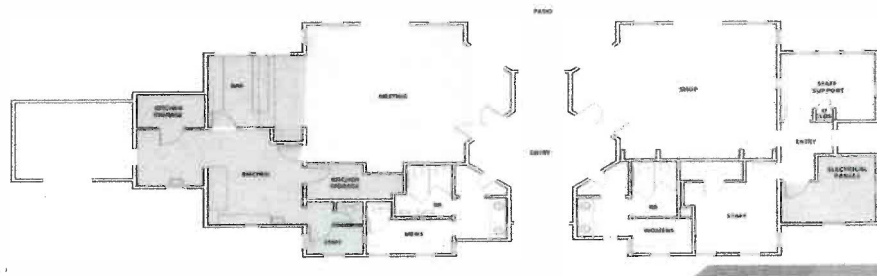


| Internal Library Annual Cost |                   |                       |               |                       |
|------------------------------|-------------------|-----------------------|---------------|-----------------------|
| Position                     | Salary + Benefits |                       |               |                       |
|                              | Min Salary        | Min Salary + Benefits | Mid Salary    | Mid Salary + Benefits |
| Director                     | \$ 75,500.00      | \$ 94,500.00          | \$ 105,000.00 | \$ 130,750.00         |
| Librarian 1                  | \$ 50,444.00      | \$ 63,559.44          | \$ 67,357.00  | \$ 84,420.72          |
| Librarian 2                  | \$ 50,444.00      | \$ 63,559.44          | \$ 67,357.00  | \$ 84,420.72          |
| Library Assistant            | \$ 34,222.00      | \$ 43,222.00          | \$ 46,644.00  | \$ 57,345.74          |
| Sub-Total                    | \$ 210,610.00     | \$ 264,739.88         | \$ 275,245.00 | \$ 346,806.18         |
| Item                         | Logistics         |                       |               |                       |
|                              | Minimum           | Maximum               | Minimum       | Maximum               |
| Bus                          | \$ 2,000.00       | \$ 3,000.00           | \$ 2,000.00   | \$ 3,000.00           |
| Bus & Materials              | \$ 5,000.00       | \$ 10,000.00          | \$ 5,000.00   | \$ 10,000.00          |
| Staff Services               | \$ 5,000.00       | \$ 10,000.00          | \$ 5,000.00   | \$ 10,000.00          |
| Supplies                     | \$ 5,000.00       | \$ 10,000.00          | \$ 5,000.00   | \$ 10,000.00          |
| Training                     | \$ 2,000.00       | \$ 3,000.00           | \$ 2,000.00   | \$ 3,000.00           |
| Postage/Computer             | \$ 2,000.00       | \$ 3,000.00           | \$ 2,000.00   | \$ 3,000.00           |
| Logistics/Materials          | \$ 2,000.00       | \$ 3,000.00           | \$ 2,000.00   | \$ 3,000.00           |
| Materials Purchase           | \$ 20,000.00      | \$ 30,000.00          | \$ 20,000.00  | \$ 30,000.00          |
| Sub-Total                    | \$ 44,000.00      | \$ 63,000.00          | \$ 44,000.00  | \$ 63,000.00          |
| Total                        | \$ 308,739.88     | \$ 409,806.18         | \$ 319,245.00 | \$ 409,806.18         |

Likely \$350K-\$360K

**MANASSAS PARK LIBRARY  
FLOOR PLAN - EXISTING**

**Existing**



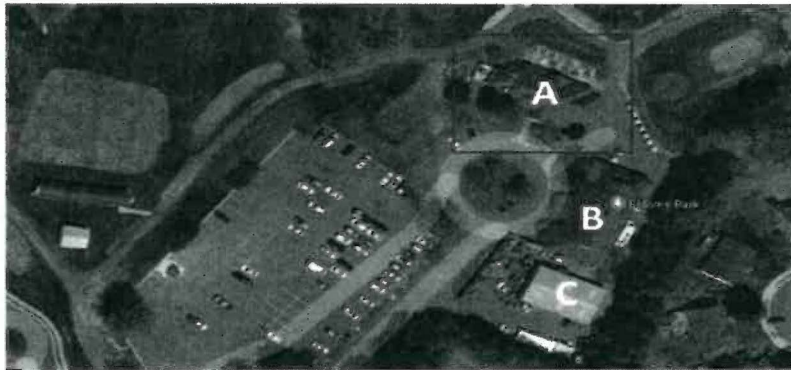
MOTION: Councilmember Shuemaker moved that the Governing Body adopt the attached budget calendar for the FY21 budget.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

**9g CM: Manassas Park Transitional Neighborhood Library:**

Staff would like decisions made about location and layout and incorporate that with whatever city is doing at Blooms Park office. It can be as simple as cutting one door, doing some painting, taking down a wall and adding a wall. It could be added to existing contract city will develop for Building B which is Blooms Park office. They would like to finalize a decision on Transitional Neighborhood Library location being at Blooms Park, the layout option approval and internal staffing versus contract support.

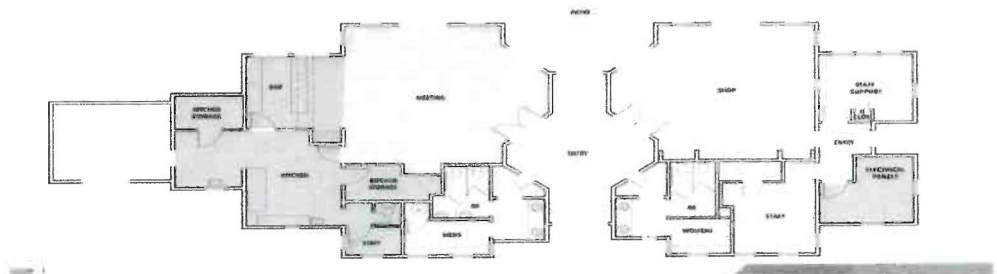


| Internal Library Annual Cost |                      |                       |                      |                       |
|------------------------------|----------------------|-----------------------|----------------------|-----------------------|
| Position                     | Salary + Benefits    |                       |                      |                       |
|                              | Min Salary           | Min Salary + Benefits | Mid Salary           | Mid Salary + Benefits |
| Director                     | \$ 75,000.00         | \$ 94,500.00          | \$ 65,000.00         | \$ 81,750.00          |
| Librarian 3                  | \$ 50,844.00         | \$ 63,559.44          | \$ 67,367.00         | \$ 84,820.12          |
| Librarian 1                  | \$ 46,844.00         | \$ 58,559.44          | \$ 67,367.00         | \$ 84,820.12          |
| Library Assistant            | \$ 34,723.00         | \$ 43,122.98          | \$ 45,445.00         | \$ 57,265.74          |
| <b>Sub-total</b>             | <b>\$ 216,111.00</b> | <b>\$ 264,739.86</b>  | <b>\$ 275,945.00</b> | <b>\$ 349,856.18</b>  |
|                              | Logistics            |                       |                      |                       |
|                              | Minimum              | Maximum               | Minimum              | Maximum               |
| Room                         | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Print & Self-Service         | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Staff Services               | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Supplies                     | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Printing                     | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Postage/Carrier              | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Utilities/Materials          | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| Materials Purchase           | \$ 1,000.00          | \$ 5,000.00           | \$ 1,000.00          | \$ 5,000.00           |
| <b>Sub-total</b>             | <b>\$ 44,000.00</b>  | <b>\$ 220,000.00</b>  | <b>\$ 44,000.00</b>  | <b>\$ 220,000.00</b>  |
| <b>Total</b>                 |                      | <b>\$ 308,739.86</b>  |                      | <b>\$ 569,856.18</b>  |

Likely \$350K-\$360K

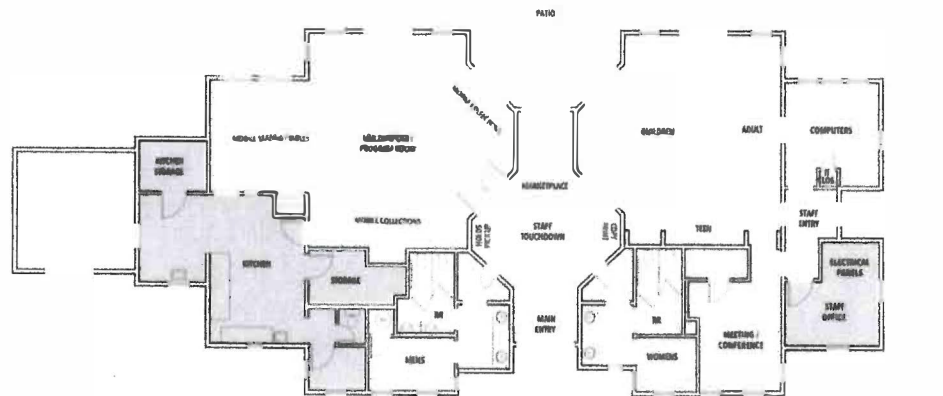
**MANASSAS PARK LIBRARY**  
FLOOR PLAN - EXISTING

**Existing**



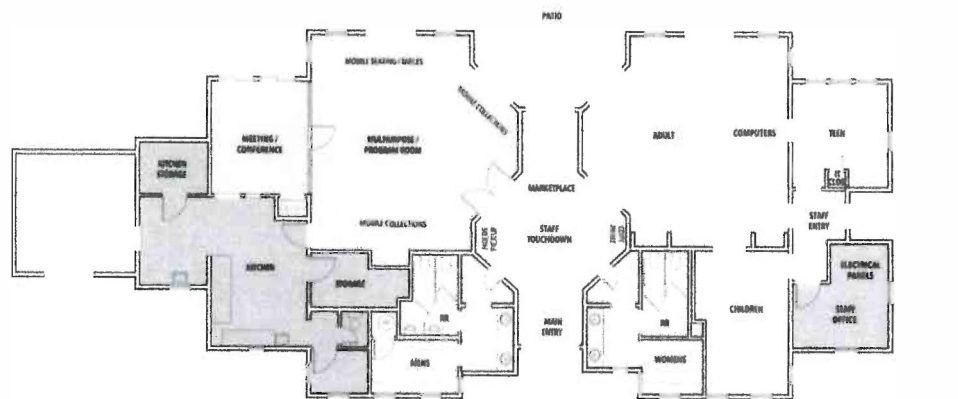
**MANASSAS PARK LIBRARY**  
FLOOR PLAN - BLOCKING A

**Option A**



**MANASSAS PARK LIBRARY**  
FLOOR PLAN - BLOCKING B

**Option B**



**START UP COST**

| FISCAL YEAR 2019                  | COST             | NOTES  |
|-----------------------------------|------------------|--|
| Furniture, Fixtures and Equipment | \$50,000         | Library specific movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, does not include cabling. |
| FISCAL YEAR 2020                  | COST             | NOTES  |
| Opening Day Collection            | \$30,000         | Assumes 500 – 1,000 books, digital titles, digital audiobooks, periodicals and etc., the appropriate number for a startup 3,000 square foot space.           |
| Facility Design                   | \$10,000         |  |
| Technology                        | \$25,000         | 20 internet-enabled laptops, 2 desktop public computers, 2 staff computers, printer and copier and wifi network  |
| ILS Migration                     | \$6,000          | Cost of setting up on Integrated Library System and importing data from Prince William County.   |
| <b>Total Start Up Cost</b>        | <b>\$121,000</b> | <b>Can be revised once plans for the new library are final.</b>  |

## OPERATING BUDGET

| PERIOD  | PERIOD    | MONTHLY  | MIN. LIBRARY MATERIALS |
|---------|-----------|----------|------------------------|
| Year 1  | \$250,000 | \$20,833 | \$0                    |
| Year 2  | \$257,500 | \$21,458 | \$30,000               |
| Year 3  | \$265,225 | \$22,102 | \$30,000               |
| Year 4  | \$273,182 | \$22,765 | \$30,000               |
| Year 5  | \$281,377 | \$23,448 | \$30,000               |
| Year 6  | \$289,819 | \$24,152 | \$30,000               |
| Year 7  | \$298,513 | \$24,876 | \$30,000               |
| Year 8  | \$307,468 | \$25,622 | \$30,000               |
| Year 9  | \$316,693 | \$26,391 | \$30,000               |
| Year 10 | \$326,193 | \$27,183 | \$30,000               |

The City and County are in negotiations at this time on library services, however as we near July 1, 2020, the City needs to begin moving forward with establishment of a transitional neighborhood library until the downtown library is completed (December, 2022 per the current PPEA proposal). Three key decision points remain 1. Location- the City has evaluated utilizing either the Community Center or the Golf retail building at Blooms Park. Because of the same restrictions that make hosting the Registrar at the Community Center unviable (parking limitations, access from side parking lot to potential site inside, limited square footage for requirements as potentially available rooms are too 58 of 112 spread out, and segregating community center membership access to library or registrar access is difficult), City Staff is recommending going with the Blooms Park Facility A (see above) for the location of the transitional Neighborhood Library. This option is cheaper because it requires very little renovation. The building is 3K square feet, comparable to the Dumfries Neighborhood Library, and is largely ready to host a library. Because of boundary line adjustment, this facility is available and Building A is ready for this purpose. Option C is the cheapest because it keeps everything as is except cutting open one door area and doing what we can with existing space. Option B is the most expensive which would be a better functioning library but city does not have to go with that if we transition to downtown library. The goal for moving the library from Blooms Park to City Center is January 2023. Vice Mayor Banks is in favor of mobile library shelving. The home schooled use the central library for the multi-purpose room so they can have class or activities in. City has 51 children 31 families that get home schooled.

Hours of library: Councilmember Shuemaker stated hours from 10-2 is not a good set us hours on Sunday. That will be determined at later date and can be flexible. The library goal is to be open by July 1, 2020. City Manager gave a memo on challenges of doing this internally. A lot more expertise is required. Staff believes the contract and service support is the better way to go from a staff management standpoint and from salary equity standpoint as well.

The City Attorney stated if you decide to move forward with LS&S it is a sole source contract. He needs to have a decision on whether the city wants to do that so he can prepare a resolution for next meeting. When you do a sole source contract, you have to notify people that you doing and it has to be done in writing. A resolution qualifies as that writing. The City will put it on the EVA website letting everyone know the city has done this. You can approve Resolution at the next meeting and the contract be approved at the meeting after that. Resolution states the city anticipates doing it and that is what will be said on EVA. Vice Mayor Banks is not a big fan of sole source contracts. The City Manager stated there is no one else that does it. It is not very competitive.

The Mayor stated they are giving the city a lot considering the size of what the city wanted. The City Manager stated there is concern about price gauging with sole source but this is much more affordable than going internal staffing.

**9g (1) Schedule a Date for the Vote:**

MOTION: Councilmember Mensing moved that the Governing Body schedule a vote at one of its February meetings for the purpose of approving Blooms Park Facility A for the location of the Manassas Park Transitional Neighborhood Library and Option B or C for the Library layout.

SECOND: Councilmember Machado

FRIENDLY AMENDMENT: Councilmember Machado moved that Governing Body schedule a vote on the February 18, 2020 meeting.

SECOND: Councilmember Javed

VOTE ON FRIENDLY AMENDMENT: Yes: Machado, Javed, Banks, Cendejas, Mensing, Shuemaker, Rishell

VOTE ON MOTION: Yes: Mensing, Machado, Banks, Cendejas, Javed, Shuemaker, Rishell

Vice Mayor Banks asked that this item be placed on website so citizens will know about our first library and to email Governing Body will any concerns or questions. The Mayor asked to not put anything on website until we approve the floor plan and state it is a transitional library until the city moves it to City Center.

The City Manager stated we do not have an Option layout. He can ask them to do a layout for the City. If the City goes with this plan, they will have to create a Library Advisory Board, which has to be community members.

**9g (2) Schedule a Date for Vote on approving an agreement with LS&S to provide staffing:**

MOTION: Councilmember Mensing moved that the Governing Body schedule a vote at the February 18, 2020 meeting for the purpose of approving an agreement with LS&S to provide staffing for the City's Library.

SECOND: Councilmember Cendejas

Councilmember Shuemaker stated they plan to charge the city a 5% premium. City Manager stated this is part of a proposed contract, which Governing Body must approve. The city reserves the right to do everything ourselves. If we find a better price, city will go with that vendor.

VOTE ON MOTION: Yes: Mensing, Cendejas, Banks, Javed, Machado, Rishell

No: Shuemaker

**10. Manager Report: None**

Councilmember Shuemaker gave his condolences to parks & recreation staff on the death of Ron Faircloth.

**11. Closed Meeting Paragraph 3, 5, 8 pursuant of VA. Code 2.2-3711A: 9:30PM:**

MOTION: Councilmember Shuemaker moved that the Governing Body go into closed meeting for four separate matters.

(i) The first two matters each involve (i) discussion and consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, (ii) discussion of a prospective business where no previous announcement has been made of the business' interest in locating in the City, and (iii) consultation with the City Attorney regarding a specific legal matter that requires the provision of legal advice by the City Attorney, pursuant to paragraphs 3, 5, and 8 of Subsection 2.2-3711A of the Code of Virginia.

(ii) The third matter involves (i) discussion and consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, and (ii) consultation with the City Attorney regarding a specific legal matter that requires the provision of legal advice by the City Attorney, pursuant to paragraphs 3, and 8 of Subsection 2.2-3711A of the Code of Virginia.

(iii) The fourth matter involves consultation with the City Attorney regarding a specific legal matter that requires the provision of legal advice by the City Attorney, pursuant to paragraph 8 of Subsection 2.2-3711A of the Code of Virginia

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Mensing, Machado, Rishell

## **12. Return to Open Meeting: 10:49pm:**

MOTION: Councilmember Shuemaker

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Mensing, Machado, Rishell

## **13. Certification of Meeting**

MOTION: Councilmember Shuemaker moved the following Resolution:

WHEREAS, the Governing Body of the City of Manassas Park has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712(d) of the Code of Virginia requires a certification by this public body that such closed meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the City of Manassas Park hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed session was convened were heard, discussed or considered in the meeting by the public body.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Machado, Mensing, Rishell

## **14. Adjournment**

The Mayor adjourned the meeting at 10:49pm.

---

**Jeanette Rishell**

---

**Lana A Conner**

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, FEBRUARY 4, 2020 AT 7:00PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

Roll Call

Present

Jeanette Rishell, Mayor  
Preston Banks, Vice Mayor  
Hector Cendejas  
Donald Shuemaker  
Miriam Machado  
Alanna Mensing  
Haseeb Javed

Absent

None

Staff

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

**1. Approval of Agenda:**

MOTION: Councilmember Machado moved to approve the Agenda with clarification that there will be three items discussed in closed meeting.

SECOND: Councilmember Cendejas

VOTE: Yes: Machado, Cendejas, Banks, Javed, Mensing, Shuemaker, Rishell

**2. Moment of Silence/Pledge of Allegiance:** Councilmember Machado led the Pledge.

**3. Public Comment Time:** No citizens wishing to make public comment.

**4. Public Hearing: None**

**5. Presentations / Recognitions**

**6. Information Item**

**6a. Enterprise Fleet Strategy: Chris Himes, Assistant to City Manager:  
Administration: Informational Brief:**

City Fleet Total of 87 vehicles: 78 are classified as 'White Fleet', 9 are classified as 'Specialty' use (i.e. Sweepers, Flushers, Medic, Fire Engine). Procurement is made YoY via CIP request made by each individual department through purchase or individual financing contracts. Bulk purchases (2+) procured through multiyear financing. Process subject to added cost due to vehicle financing and fluctuations in interest rates. Replacement cycle does not outpace aging cycle, meaning the City will always have a substantial cohort of vehicles (~20-30) that are 10+ years old. Departmental vehicle justifications are based on operational demand, contingency, & flexibility. 'Older' vehicles (10-15+ years) are usually kept beyond viable lifespan (mileage, wear, engine time), impacting the program's ability to reinvest meaningful equity into future vehicles. Consistently maintaining a larger inventory of older vehicles directly impacts the City's forecast rising costs for fuel & maintenance.

**Department # Vehicles Description**

Police 41, 35 Officers (incl. K-9) / 5 Contingency / 1 Staff

CD 16, 14 PW & Utility Service Trucks / 2 Code & Inspection Vehicles

Fire 6, 4 Command & Control / 3 Staff

GS (incl. CH) 6 1 Facility Manager, 1 Porter, 1 Mechanic, 2 IT, 1 City Hall


Parks & Recreation 6, 3 Multi-Purpose Trucks / 1 Van / 1 Bus / 1 Staff

Social Services 3, 1 Van / 2 Staff

| MANASSAS PARK   |              |              |              |              |              |              |              |              |              |              |                |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
|                 | 2021         | 2022         | 2023         | 2024         | 2025         | 2026         | 2027         | 2028         | 2029         | 2030         | Total          |
| Police          | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$2,500,000.00 |
| Comm Dev        | \$145,000.00 | \$80,000.00  | \$96,000.00  | \$80,000.00  | \$107,000.00 | \$70,000.00  | \$169,000.00 |              |              |              | \$747,000.00   |
| Fire            | \$25,108.00  | \$37,265.00  | \$67,773.00  | \$67,773.00  | \$57,805.00  | \$42,665.00  | \$66,446.00  | \$66,938.00  |              |              | \$433,773.00   |
| GS/CH/IT        |              | \$58,949.00  | \$95,972.00  |              | \$57,983.00  |              |              |              |              |              |                |
| Parks & Rec     | \$69,000.00  | \$68,000.00  |              |              |              | \$94,000.00  |              |              |              |              | \$231,000.00   |
| Social Services |              | \$25,000.00  | \$20,000.00  |              | \$20,000.00  |              |              |              |              |              | \$65,000.00    |
| All Vehicles    | \$489,108.00 | \$519,214.00 | \$529,745.00 | \$397,773.00 | \$492,788.00 | \$456,665.00 | \$485,446.00 | \$316,938.00 | \$250,000.00 | \$250,000.00 | \$3,974,773.00 |
| Added Interest  | \$24,210.85  | \$25,701.09  | \$26,222.38  | \$19,689.76  | \$24,393.01  | \$22,604.92  | \$24,029.58  | \$15,688.43  | \$12,375.00  | \$12,375.00  | \$207,290.01   |
| Fuel            | \$177,530.00 | \$181,968.25 | \$186,517.46 | \$191,180.39 | \$195,959.90 | \$200,858.90 | \$205,880.37 | \$211,027.38 | \$216,303.07 | \$221,710.64 | \$1,988,936.37 |
| Maintenance     | \$71,764.52  | \$74,276.28  | \$76,875.95  | \$79,566.61  | \$82,351.44  | \$85,233.74  | \$88,216.92  | \$91,304.51  | \$94,500.17  | \$97,807.68  | \$841,897.84   |
| Total           | \$762,613.37 | \$801,159.62 | \$819,360.79 | \$688,209.77 | \$795,492.35 | \$765,362.56 | \$803,572.87 | \$634,958.33 | \$573,178.24 | \$581,893.32 | \$7,012,897.21 |
| # Vehicles      | 8.5          | 13.5         | 11.5         | 7.5          | 11.5         | 8.5          | 8.5          | 5.5          | 5.5          | 5.5          | 86             |

**Assumptions:**

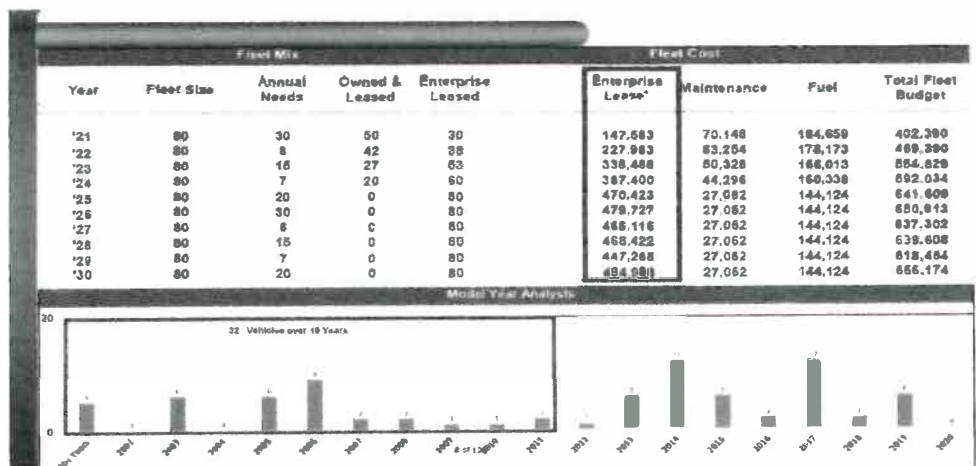
- 2.5% budgeted increase for fuel YoY (based on trend)
- 3.5% budgeted increase for maintenance YoY (based on trends)
- Does not fully include all potential FY 28-30 CL liabilities (unknown)



Centralized Leasing is beneficial if the City has insufficient capital to consistently replace aging vehicles in order to reduce total program costs. City is not forecast to increase its replacement due to CIP constraints. Reduces management burden on City staff. Reduces risk in off boarding aging fleet and materials. Consistency in the CIP for the City's 'all in' vehicle costs includes: Vehicles, Fuel, Maintenance, up-fit. There have been a steep increase in fuel and maintenance over the years due to aging fleet. Departments can rely on consistent replacement of assets. Removes the individual CIP planning burden for Departments.

**Why Enterprise:** Strong business profile in VA / MD region as well as 120+ other government entities nationwide (cities, counties, school districts, state departments, universities, etc.). Ability to ride RFP for ease of procurement. Corporate locations in Rockville, MD & Williamsburg, VA for more localized service. Allows City to maintain logistical timeline integrity for new vehicles and keep the current PD up-fit process with preferred local vendor. Other national chains such as Donlen, ARI, GE Capital, National Auto Fleet Group were researched but lacked either:

Sufficient public safety vehicle options and logistical flexibility, sufficient public works vehicle options, customizable supply chains with no additional upcharge, Extensive VA local government experience, Co-located fleet and financing management



## Park CIP VS Enterprise Lease

| MANASSAS PARK   |              |              |              |              |              |              |              |              |              |                |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
|                 | 2021         | 2022         | 2023         | 2024         | 2025         | 2026         | 2027         | 2028         | 2029         | 2030           |
| Police          | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00   |
| Comm Dev        | \$145,000.00 | \$80,000.00  | \$96,000.00  | \$80,000.00  | \$107,000.00 | \$70,000.00  | \$169,000.00 |              |              | \$747,000.00   |
| Fire            | \$25,108.00  | \$37,265.00  | \$67,773.00  | \$67,773.00  | \$57,805.00  | \$42,665.00  | \$66,446.00  | \$66,938.00  |              | \$431,773.00   |
| GIS/CH/IT       |              | \$58,949.00  | \$95,972.00  |              | \$57,983.00  |              |              |              |              |                |
| Parks & Rec     | \$69,000.00  | \$68,000.00  |              |              |              | \$94,000.00  |              |              |              | \$231,000.00   |
| Social Services |              | \$25,000.00  | \$20,000.00  |              | \$20,000.00  |              |              |              |              | \$65,000.00    |
| All Vehicles    | \$489,108.00 | \$519,214.00 | \$529,745.00 | \$397,773.00 | \$492,788.00 | \$456,665.00 | \$485,446.00 | \$316,938.00 | \$250,000.00 | \$3,974,773.00 |
| Added Interest  | \$24,210.85  | \$25,701.09  | \$26,222.38  | \$19,689.76  | \$24,393.01  | \$22,604.92  | \$24,029.58  | \$15,688.43  | \$12,375.00  | \$307,290.01   |
| Fuel            | \$177,530.00 | \$181,968.25 | \$186,517.46 | \$191,180.39 | \$195,959.90 | \$200,858.90 | \$205,880.37 | \$211,027.38 | \$216,303.07 | \$1,968,936.37 |
| Maintenance     | \$71,764.52  | \$74,276.28  | \$76,875.95  | \$79,566.61  | \$82,351.44  | \$85,233.74  | \$88,216.92  | \$91,304.51  | \$94,500.17  | \$841,897.84   |
| Total           | \$762,613.37 | \$801,159.62 | \$813,360.79 | \$688,209.77 | \$795,492.35 | \$765,362.56 | \$803,572.87 | \$634,958.33 | \$573,178.24 | \$7,032,897.21 |
| # Vehicles      | 8.5          | 13.5         | 11.5         | 7.5          | 11.5         | 8.5          | 8.5          | 9.5          | 5.5          | 5.5            |

| ENTERPRISE  |              |              |              |              |              |              |              |              |              |                |
|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
|             | 2021         | 2022         | 2023         | 2024         | 2025         | 2026         | 2027         | 2028         | 2029         | 2030           |
| Vehicles    | \$147,583.00 | \$227,963.00 | \$338,488.00 | \$387,400.00 | \$470,423.00 | \$479,727.00 | \$466,116.00 | \$468,422.00 | \$447,268.00 | \$494,988.00   |
| Fuel        | \$184,659.00 | \$178,173.00 | \$165,013.00 | \$160,338.00 | \$144,124.00 | \$144,124.00 | \$144,124.00 | \$144,124.00 | \$144,124.00 | \$1,553,927.00 |
| Maintenance | \$70,148.00  | \$63,254.00  | \$50,328.00  | \$44,296.00  | \$27,062.00  | \$27,062.00  | \$27,062.00  | \$27,062.00  | \$27,062.00  | \$290,398.00   |
| Total       | \$402,390.00 | \$469,390.00 | \$554,829.00 | \$592,034.00 | \$641,609.00 | \$650,913.00 | \$637,302.00 | \$639,608.00 | \$618,454.00 | \$5,872,703.00 |
| # Vehicles  | 30           | 8            | 15           | 7            | 20           | 30           | 8            | 15           | 7            | 20             |

|                |                |                |              |              |              |              |              |              |               |               |
|----------------|----------------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|
| Net Price      | \$960,223.37   | \$931,769.62   | \$264,531.79 | \$96,175.77  | \$153,883.35 | \$114,449.56 | \$166,270.87 | -\$4,649.67  | -\$45,275.76  | -\$84,280.60  |
| Net Vehicles   | 21.5           | -5.5           | 3.5          | -0.5         | 8.5          | 21.5         | -0.5         | 9.5          | 1.5           | 14.5          |
| Fin Cl Paydown | \$195,419.00   | \$150,364.00   | \$150,364.00 | \$79,973.00  | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00        | \$0.00        |
| Total          | \$1,155,642.37 | \$1,082,133.62 | \$414,865.79 | \$176,148.77 | \$307,766.35 | \$214,449.56 | \$332,540.87 | -\$49,924.63 | -\$145,345.76 | -\$264,280.60 |

\*\*\* No more financed vehicle payments by FY 25!

Lease program keeps all in vehicle cost annually under \$500K. Enterprise lease includes total cost of vehicles (PD up-fit expenses which can run up to \$35K per vehicle). Reduced depreciation risk due to future value of vehicle being set at beginning of lease term. Enterprise offers open-ended lease program that affords operational flexibility while having nominal impact on the City's return on equity when the vehicles are returned. City can flex YoY Enterprise vehicle procurement (not locked into annual amount). Drastic reduction in YoY Fuel & Maintenance costs. Annual fleet costs today to the City is \$249,294 and rising. Potential to drop to \$171,186 within next 5 years. Larger annual savings after year 5 and beyond (~\$104,000 p/ year). Larger vehicles are becoming more fuel-efficient. City still provides maintenance but can flex any vehicles to the Enterprise maintenance plan at an added monthly fixed cost. Covered under manufacturer warranty. Enterprise covers anything maintenance related outside of warranty that is not due to negligence. Vehicles can be procured throughout the year; however, the City plans to identify needed vehicles in winter for summer delivery. Departments able to pick and choose make/models to help maximize up-fit equipment lifespan

- Fuel efficiency standards vary between vehicle make & model
- Average Manassas Park white fleet comprised mostly of:
  - 2008 Trucks / SUVs (ex. F-150, Tahoe, Interceptor)

| Program       | Fiscal Year | Average Vehicle Age | MPG  | Cost p/ gallon | Annual Cost  | Total Gallons | Total Miles |
|---------------|-------------|---------------------|------|----------------|--------------|---------------|-------------|
| Manassas Park | 2020        | 2008                | 16.0 | \$2.50         | \$177,530.00 | 71,012        | 1,136,192   |
| Enterprise    | 2025        | 2022                | 23.0 | \$2.50         | \$144,124.00 | 57,649        | 1,325,927   |
|               |             |                     | 7.0  |                | \$33,406.00  | 13,363        | 189,735     |

- Projected fuel savings in Annual Cost and Total Gallons will continue based on forecasted efficiency standards improvements
  - Current industry MPG fuel efficiency increases of up to 30 mpg for Trucks / SUV makes and models in FY 2025



City does not have a fleet program manager at this time. City mechanic provides that at this time. City Manager stated we have been deferring capital to deal with our debt spike. This year with the CIP, they are moving up the timeline because too many of our vehicles are failing. The big take away with this is we are saving taxpayer money roughly \$1 million dollars over ten years. We are modernizing our fleet and improving the miles per gallon.

Councilmember Cendejas: Are there other jurisdictions that are a part of this program. In Virginia, Norfolk has this program across the board at a larger scale but each jurisdiction would have to look at cost and their fleet. You have to look at the fleet footprint and the financial situation of other city, counties and jurisdictions.

Councilmember Machado likes this approach of getting a Enterprise model for purchasing and procurement. Long term this will save the city money. Is the cost for 2021 comparable to the item line? The City Manager stated in FY21, city would be spending \$762,000 total between capital, fuel and maintenance. If we joined Enterprise, city would be spending \$402,000 plus the existing lease we have to pay off which would be another \$200,000. We are looking \$100,000 savings in 2021.

Councilmember Javed: Are these 35 vehicles being used in the police department at the same time? Major Reinhart stated they are not on the road at same time. Each officer has an assigned take home vehicle. Police officers have take home vehicles so they can respond from their home if necessary. They have vehicles with specialized equipment such as SWAT, canine, task forces. This makes our response time much quicker. They have contingency vehicles in case a vehicle gets in an accident, breaks down, out of service, etc. Once a officer is called and he gets in his vehicle, he is considered on call.

City Manager stated we now do not have any surplus vehicles with the hiring of facility manager and porter. Many departments use the vehicles at city hall. He wants to make sure we compare apples to apples, which is evaluating the apple to apples comparison of the current replacement versus what it would cost for Enterprise. We must look at the overall savings.

Councilmember Banks: are there restrictions like mileage. Mr. Himes stated yes, there are. That will affect the price. They offer closed and open leases, which means city is allowed to put x miles on vehicle which would only impact future equity when bringing that vehicle back to Enterprise. Closed lease is capped at certain mileage and additional cost if exceed that mileage. They set the price and value of the vehicle when they get to city not when they get it back.

Do you have to put a down payment on vehicle up front? He wants to make sure there are no outside cost not included in this proposal. We are changing the business process in the city from individual purchase to being centralized. With this being centralized, he wants to make sure that if a department wants a certain vehicle that they can get that vehicle and not have to compromise. In this model, they would get the vehicle they requested. The City Manager stated he has met with department heads several times and focused on their needs including vehicles. There is more budget oversight at director level. Those vehicles are included in the CIP. Enterprise has a huge stock of vehicles so getting a specific vehicle would not be a problem. In this process, the only change would be in how we procure vehicles. As far as marked police vehicles, Enterprise has a large inventory of vehicles so turning a specialized marked vehicle in is not a problem.

Councilmember Shuemaker: mileage restriction: how many miles are allowed for police vehicles in this proposal? Staff did not complete a mileage breakdown. The City Manager stated Enterprise got a full inventory of our vehicles, years and number of miles to come up with their best projection. Their goal is to come up with life cycle where we maximize equity. Vehicle will be replaced every 5-7 years. City will never own the vehicles.

Councilmember Shuemaker: If we hit a recession do we not have to purchase full number of vehicles. We tell them how many vehicles we need. That hurts city in long run because of the equity of the vehicle but it gives the city flexibility. City Manager stated vehicles could be turned in early which results in more equity but citizens do not like to see newer vehicles on the road. Enterprise does not recommend turning vehicles in early. Is this cheaper than buying vehicles on state contract. City Manager stated it would have to be less for these numbers to work. You are getting more vehicles here than the current mechanism of buying with state contract. The value is in the totality of the number of vehicles you can get at a certain cost because the majority of the cost is in fuel and maintenance. If we had asset forfeiture money to purchase vehicles, we would defer the number with Enterprise. The City Attorney stated this does not bind the city into buying every vehicle through this program. Councilmember Mensing: Is there a reason the fuel cost decreases in FY21. With purchase of new vehicles it should not decrease. Staff will review this. Fuel cost should not go down at this time.

**It was consensus of Governing Body that staff pursue this option. Once staff gets more details they will have a Enterprise Representative attend council meeting.**

## **7. Consent Agenda**

### **7a. Minutes Approval: January 14, 2020**

### **7b. CA: Ordinance\_\_\_\_\_ : Amend City's small purchases VA. Code 2-175**

### **7c. Annual agreement with Virginia Health Department**

### **7d. Eastern Salt Company Road deicing Salt Purchase: 200 tons**

MOTION: Councilmember Shuemaker moved to approve consent agenda as presented.

SECOND: Councilmember Machado

VOTE: Yes: Shuemaker, Machado, Cendejas, Banks, Javed, Mensing, Rishell

## **8. Unfinished Business: None**

## **9. New Business**

### **9a. City Manager: VRE Garage 10% Redesign:**

Adeel Mysorewala, Project Manager Design & Construction for VRE was present.

In order to enable successful commercial development in the City Center as part of Phase 3, the location of the VRE Garage is being proposed for relocation from the "Bays Site" to the "Car Repair Site" (names are from the VRE Garage Alternatives Analysis report). Since the VRE was already well underway with design work for the garage project ((60% design completion) when informed about the potential Phase 3 Public Private Partnership opportunity, they will need to redo initial design work for the new site. In order to get a better understanding of the implications of the new location for total design work and construction budget, the VRE will need perform design work at 10% of design (with the developer having the "Car Repair Site" parcels under contract, the VRE and its consultant team will be able to access the site for this design analysis). This will enable them to develop a more defined design budget and construction cost analysis. The VRE has roughly \$1M remaining for design in their budget. After completing the 10% design work, they will get an understanding of how much more design funding they will need beyond the \$1M in order to request the funding from the NVTa with the support of the City. To get started with design they are asking for the City to agree to fund this initial design work. They are looking at the developer to pay for an additional level to the garage for public parking.

Please see attached price quote for the 10% design work (Attachment 1). That attached 10% design proposal includes the following major components:

- Survey Work by VHB (\$23,525) - updated survey of new garage location, tracks, and new pedestrian bridge location, with one-foot topo.

- Civil Site Concept Plan Design by VHB (\$46,236) - includes concept level site and utility plans, grading plans, and concept plan for relocated pedestrian bridge – including concept level structural analysis of bridge.
- Railroad Flagging Protection (\$22,500) & Railroad Protective Liability Insurance (\$7,000)
- Garage Concept Study by Desman (\$23,883) - includes preliminary layout and preliminary structural analysis. There is a grade difference from first design. Foundation is different.

- Additional Geotechnical by Terracon (\$55,877) - includes 25 separate borings, to account for the garage, entrance driveways, retaining walls, stairwell / elevator tower for pedestrian
- Total Cost for 10% Design - \$182,085

The City's NVTAFund Balance has a healthy \$1.2M+ at least available over the next 5 Year CIP, and thus the City Manager recommends utilizing this source of funding for the 10% design work for the VE garage in order to move Phase 3 forward:

| %Running         | <u>FY20</u>   | <u>FY21</u>   | <u>FY22</u>   | <u>FY23</u>   | <u>FY24</u>   | <u>FY25</u>   |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Starting Balance | \$            | \$            | \$            | \$            | \$            | \$            |
| 30% Revenues     | \$ 440,918.01 | \$ 452,702.17 | \$ 464,854.60 | \$ 477,577.03 | \$ 490,471.61 | \$ 503,714.34 |
| CNI Equivalent   | \$ 285,346.00 | \$ 293,050.34 | \$ 300,962.70 | \$ 309,088.69 | \$ 317,434.09 | \$ 326,004.81 |
| Expenditures     | \$            | \$            | \$ 494,813.36 | \$ 503,832.32 | \$            | \$            |
| Ending Balance   | \$            | \$            | \$            | \$            | \$            | \$            |

Developer is asking for a third access point to the garage off Conner Drive.

The Grantor's Tax is not considered in the revenue calculation above due to potential removal of this source of funding in the future. If the Grantor's Tax were included, this would add \$600K-\$1.2M in additional revenue to this Fund Balance.

MOTION: Councilmember Shuemaker moved that the Governing Body authorize the use of City NVTAFund Balance to reimburse the VRE for their 10% re-design work for the new VRE Garage Location as part of Phase 3 of the City Center Development.

SECOND: Councilmember Machado

VOTE: Yes: Shuemaker, Machado, Banks, Cendejas, Javed, Mensing, Rishell

#### 9b. Patricia Brendel, Registrar- City Hall Impact for Presidential Election:

No excuse voting is slated to go live for the first time for the November 3, 2020 Presidential Election. There is expected to be a huge interest to vote no excuse. Originally, the no excuse was supposed to start seven days before the November election however, the General Assembly and the Governor is expected to expand the no excuse to 45 days out and allow mail voters the same privilege. In order to handle the increase in volume the City has decided to move Voter Registration to a new location making voting accessible to the large volume we are expected. We grow more concerned as we expect that the project will not be completed on time for us to move causing an impossible situation to occur at City Hall. Lack of parking, confusing and long lines are just the beginning. The Director of Elections along with the Electoral Board are here to lay out the impact to City Hall should the new facility not open on time.

In order for the Department to move to the new location at Blooms Park the following requirements must be met by Voter Registration:

- 1) Ordinance changes are required when you move a polling location and or a CAP, Central Absentee Precinct. Would need to run the notice for two weeks.
- 2) Conduct the public hearing.
- 3) Gain approval of the changes by the Governing Body at the next meeting.
- 4) Data must be moved in the State system moving all of precinct three voters to their new polling location.
- 5) Receive and verify excel documents with changes to voters records to ensure they are correct.
- 6) Have the vendor prepare and mail voter notices and informational letters to voters affected.
- 7) The Electoral Board must conduct an ADA site assessment to verify that we meet all ADA requirements.
- 8) Required to advertise move to all voters through newspaper, websites, notices at City locations and social media, possibly use the 911-call back number. All of the above must be completed for voter registration to move.

Schedule:

April - Advertise for two consecutive weeks the public hearing for the move  
May - First Council meeting of the month hold the public hearings  
May - Next Council meeting, Council takes a vote on the ordinance changes  
June 9 - Conduct June Primary  
June 9 - Order furniture and other supplies for the new location (6-8 weeks)  
June 10-12 - Certify June Primary  
June 10-13 - Make changes in State system moving voters to new voting location  
June 15 - Verify excel document before sending it to the vendor  
June 19 - Vendor mail out new notices  
July 10 - Schedule movers for move on August 4th  
July 28 - Deadline for Electoral Board to complete ADA assessment, will need to do as construction progresses and mile stones are met.  
July 29 - Start advertising move through all media outlets  
August 4-7 - Move in and set up date (old office to remain open so we can process work and assist voters. Officer training has to be conducted in the last two weeks in August so that we can be ready for no excuse voting.  
August 10 - Open in new location

As of January 30, the City is receiving competitive bids on project design and the timeline is tentatively on track for completion on time. However, for due diligence the City Manager asked us to prepare an impact statement to City Hall should the move not take place. Present at the meeting were Laszlo Palko, John Evans, Calvin O'Dell, Carla Johnson, Michelle Barry, Allan Rawley, Mike Strelow (EB) and the Registrar.

Impact Statement:

We know: Our General Assembly is now controlled by Legislators who like to remove barriers allowing voters a more convenient and accessible way to vote. Some of the changes may include:  
1) No one needs a reason to vote no excuse this includes voters voting by mail. Fact: If the need to provide a reason is removed we will see a 3% increase in turnout. 2) Extending no excuse voting from 7 days to 45 days. This would dilute the numbers of voters however, it forces us to spend more to man the voting process for a longer period of time. 3) Shorten the deadline to register to vote from the 22 days out to 13 days out, giving voters 9 more days to register to vote. Not only are we having to deal with no excuse voting we are also having to process applications to register to vote for a longer period of time. We know: We will see at least a 40% turnout for no excuse voting. We will have to manage 2,587 voters (in-person and mail) so for daily averages we could see 78 voters per day (33 days of absentee). The other states that have done this saw a 60% turnout for absentee if that should happen we would have to manage 3,881 voters. Daily average of 118 voters daily. We know: We will have to share a facility with other Departments and that this facility was never meant to handle the number of people it will handle.

What we do not know: We have no way of knowing when the voters will show up to vote. There is no equation or math problem to solve that would allow us to be better prepared to handle what is coming our way. There could be possibility of same day voter registration.

The Impact of City Hall Operations 46 days out:

Lose of City Council Chambers and Management wing for 46 days before November Election. Starting on September 17-October 31st. This includes the daily operational hours and evening. We must be ready to go starting at 8:30 am and will have no way to take down and re-set up every day. Code changes that forces us to let all voters in line at 4:30 each day vote no matter how long it takes. Once the voting encroaches into the Management wing the copier cannot be used. Door locks will need to be added to all three entrances to the council chambers so that we can secure the room each night and make sure employees don't use the room as a cut through. Mailboxes will need to be removed from hallway leading to Council Chambers due to voters being lined up and down hallways during high volume voting. You may want to move the location of mail processing all together. I would suggest both could go down at the counter by the Treasurers office. Voters exiting Council chambers and or voting in the Management wing will cause disruptions to staff not only to mention that table and chairs will need to remain in place for voters this could cause trip hazards to all involved. To prevent this, all staff in the Management wing will have to find a new location for the 46 days. May need the police to monitor traffic on high volume day such as Monday, Friday and Saturdays due to lack of parking and crowd control.

Fire Marshall Report City Hall capacity is: TBA, Council Chambers: TBA, Management Wing: TBA Current Office of Voter Registration: TBA. The tax date and no excuse voting overlap. The Treasurer said they handled 500-1000 citizens daily from Sept 14-Oct 16 our absentee dates run September 17-October 31. There is no space to handle the lines. To keep order the doors where the Treasurer's office are located, get locked forcing all to enter City Hall through the front doors. So where we would have lined voters in the lobby there is no room for that. Increase in cost to hire someone to attempt to keep the two groups separate if possible. Voter confusion for citizens is a big concern to us with citizens here to do city business and voters here to vote. I am very concerned about people getting into wrong lines. We have no place to store the furniture, folding tables and chairs we will need to order 6-8 weeks before the move. It has to be kept in a climate controlled and secure location, may need to rent a storage room that is climate controlled. The need to hire not only one full time permanent staff member but also another seasonal staff member to assist with work load. Voter Registration will be stretched beyond its limits. Not having the facility ready is devastating to us in ways you all cannot understand. Fear of not having enough staff to handle this task even worse.

Possible Solution:

Treat no excuse like 45 days of voting. The need to purchase 3 computers to set up in the chambers so that Registrar staff and the temporary/seasonal no excuse staff can work in the same room (chambers) to move the voters more efficiently through the voting process. With the hope of keeping the lines moving. This would have to be confirmed as doable by IT. This solution is full of issues but it is all we can come up with, as there is no good solution for this facility.

Mrs. Brendel introduced the members of Electoral Board to Governing Body.

The Mayor thanked the Registrar for the presentation.

The City Manager stated staff has taken this matter very seriously. We made a decision to sell that house to work on financing that new facility which shows how serious they were. The Mayor stated everyone is taking this serious. This building is not ADA compliant but will be part of the design and construction. Staff will bring another expedited request for authority to approve and award the contract without prior approval of Governing Body. Staff will work with contractor to the best of their ability to get the building ready for occupancy but nothing is a certainty. The city has a backup plan in case the building is not ready. Management staff can vacate these premises if necessary and governing body meetings can be held at another facility. A project manager was hired to get this project done as soon as possible.

#### **9c. CD- Cynthia Pump Station: \$12,350.00: Calvin O'Dell, Director:**

The Cynthia Street Sewage Lift Station was built in the early 1990s. The Cynthia Street Sewage Lift station is designed to run with two lift pumps, operating in an alternate cycle pattern, with the capability to run both pumps simultaneously to meet high demand. When one pump fails, it leaves the other pump to handle the entire load continuously; at that point, there is no redundancy in the system. When there is no redundancy and no ability to handle excessive flows, the risks of a costly and hazardous spill are increased. Therefore, the goal is to always have two pumps in place, operating within their prescribed life span, and a spare in our possession, so that when a single pump fails, we can return to a low risk state within hours. When we are running on a single pump, the risk is so high that we must monitor the station continuously, since any further failure requires immediate action to pump and haul sewage to prevent sewer overflows.

Sometime during the weekend of January 11, 2020, the float sensor at this station failed, along with communications from the site. Both pumps operated continuously, since there was no signal to indicate that the wet well was dry. Continuous operation of a pump when it is dry can severely damage a pump. The following Monday, when the problem was discovered, one pump was replaced with our spare pump, and the pump that was removed is being examined by our pump contractor to determine the extent of the damage and whether it can be rebuilt. It is crucial to the continued operation of this station that we have a spare pump on hand in the event of future failure; therefore, staff recommend acquisition of a new pump. The lead-time on a new pump is 8-10 weeks after receipt of order.

The City has received a quote from Shafer, Troxell & Howe, Inc. (STH) for a new Yeomans Model 9100 4103S Submersible Pump, which is the model this station is designed to accommodate. STH is the sole distributor of Yoeman pumps in our region, and is therefore the sole source in the amount of \$12,350.00. City is using small procurement. Staff recommends that the pump be acquired through STH. Pumps are inspected on a daily basis.

|                          |                   |  |
|--------------------------|-------------------|--|
| <b>FINANCIAL IMPACT:</b> | Budgeted:         | YES X NO   |
|                          | Amount Budgeted:  | \$463,348.35   |
|                          | Amount Spent:     | \$99,328.35  |
|                          | Amount Requested: | \$12,350.00  |
|                          | Budget Line Item: | 501-94100-0165-00-00-51<br>Water/Sewer Capital Maintenance |

Staff is looking to rebuild one of the damaged pumps rather than buy a new one. Staff recommends that the Governing Body authorize the City Manager to purchase a Yeomans Model 9100 4103S Submersible Pump from STH of Frederick, Maryland, in the amount of \$12,350.00 for the Cynthia Street Sewage Lift Station.

**MOTION:** Councilmember Machado moved to accept recommendation of staff that the Governing Body authorize the City Manager to purchase a Yeomans Model 9100 4103S Submersible Pump from STH of Frederick, Maryland, in the amount of \$12,350.00 for the Cynthia Street Sewage Lift Station as presented and to sign any necessary documents subject to final review by the City Attorney.

**SECOND:** Councilmember Shuemaker

**VOTE:** Yes: Machado, Shuemaker, Banks, Cendejas, Javed, Mensing, Rishell

**9d. CD: Award of Mowing Contract: Wewerka Construction: Calvin O'Dell,**

The Public Works Division has been responsible for mowing City facilities in the public right of way (e.g. median strips), City properties not maintained by the School Board or the Parks Department (e.g. City Hall, the Mathis Water Tank site, Joshua Street Sewer Lift Station) for several years. The time and staff occupied mowing grass between mid-March and mid-October has diverted resources from other critical functions, such as paving potholes, exercising valves, performing sewer inspections, maintaining easements, etc. Contracting out mowing services will make City staff available to perform these maintenance functions.

The Public Works Division issued an RFP for mowing services on January 8, 2020; bids closed on January 24, 2020. The City received four bids; the low bidder was Wewerka Construction Management, Inc., with a proposed cost of \$2,190.65 per mowing. Staff estimate mowing City facilities approximately 21 times during the season, depending on weather, for an approximate total contract price of \$46,003.65. Note that the mowing season straddles two fiscal years. The RFP included four one-year renewals, and an option to include stormwater management ponds at a unit price of \$0.11 per square foot (e.g. \$110.00 for a 10,000 square foot area). Pond work is only for those ponds that require mowing; ponds with heavy brush would require separate proposals. These funds are for this fiscal year.

|   |                   |   |
|---|-------------------|---|
| <b>FINANCIAL IMPACT:</b><br>\$46,003.65 split across three GL Code across two Fiscal Years. \$23,0002.00 in FY 20 and the remainder in FY 21. | Budgeted:         | YES X NO  |
|   | Amount Budgeted:  | \$64,073.56   |
|   | Amount Spent:     | \$68,878.00   |
|   | Amount Requested: | \$17,791.07   |
|   |                   | <b>Total: \$150,742.07</b>  |
|   | Amount Spent:     | \$5,524.79  |
|   |                   | \$24,517.05   |
|   |                   | \$9,139.79  |
|   |                   | <b>Total: \$39,181.63</b>   |
|   | Amount Requested: | \$12,153.11   |
|   |                   | \$4,810.86  |
|   |                   | \$6,038.03  |
|   |                   | <b>Total: \$23,002</b>  |
|   | Budget Line Item: | 100-41200-3170 Streets Contract Services<br>100-43166-3170 Facilities Contract Services<br>501-98104-3170 Water/Sewer Contract Services |

Intersection of Conner Drive and Euclid Avenue: City mows the entire southern corner of that intersection. Cost would be approximately \$210 a year. This would fall under VDOT contract. Mowing season runs from April to October normally. Mark Rohland will be the point of contact.

Staff recommends that the Governing Body approve the award of the Mowing and Lawn Services contract to Wewerka Construction Management, Inc. and authorize the Mayor to sign the agreement with Wewerka Construction Management, Inc., subject to review by the City Attorney.

MOTION: Councilmember Shuemaker moved to accept recommendation of staff that the Governing Body approve the award of the Mowing and Lawn Services contract to Wewerka Construction Management, Inc. and authorize the Mayor to sign the agreement with Wewerka Construction Management, Inc., subject to final review by the City Attorney..

SECOND: Councilmember Machado

VOTE: Yes: Shuemaker, Machado, Banks, Cendejas, Javed, Mensing, Rishell

**9e. Resolution \_\_\_\_\_ CM: Library Contract Services: Sole Source Procurement:**

This resolution is not a mandate. It allows the city to use sole source. The City can change their minds. This will be discussed at the February 18, 2020 meeting but will not be a separate public hearing.

WHEREAS, the Governing Body of the City of Manassas Park intends to open a new transitional library in an existing municipal building located in Blooms Park at 9701 Manassas Drive (the "Library"); and

WHEREAS, the Governing Body desires to use contract service support for acquisition of goods for and the provision of the library services that will be provided at the Library (the "Library Goods and Services"); and

WHEREAS, the Governing Body has determined that there is only one source practicably available that can license and provide the Library Goods and Services.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Manassas Park hereby provides notice that it intends, pursuant to the sole source provisions of Subsection 2.2-4303E of the Virginia Public Procurement Act, to award one or more contracts for the Library Goods and Services to Library Systems & Services, LLC of Rockville, Maryland, at its regularly scheduled meeting to be held on February 18, 2020.

Approved by the Governing Body of the City of Manassas Park at its regularly scheduled meeting held on the 4th day of February 2018.

MOTION: Councilmember Mensing moved that the Governing Body adopt the attached resolution.

SECOND: Councilmember Cendejas

VOTE: Yes: Mensing, Cendejas, Banks, Javed, Machado, Shuemaker, Rishell

**9f. CM: City Auditor Presentation RFC: Andrew Grossnickle, Partner: Payment Authorization:**

They performed a financial statement audit and compliance report for the City for year ended June 30, 2019. The audit was subject to Auditing standards generally accepted in the United States of America, the *Specifications for Audits of Counties, Cities, and Towns* issued by the APA, the standards, the standards for financial audits contained in the *Government Auditing Standards* issued by the Comptroller General and the provisions of the Uniform Guidance

**Audit and Attestation Results**

- Independent Auditor's Report – This is numbers in the financial statement-Unmodified Opinion which is a clean opinion in laymen terms. This is a good report

## Compliance Report:

- Internal Control over Financial Reporting and on Compliance –Internal Control and Compliance Matters Reported.

They highlight any material weaknesses or significant deficiencies in internal controls as well as any compliance related matter. They had a couple of items they highlighted as compliance items. Those numbers have been reduced over the last few years as the City has been diligently trying to implement the recommendations the auditors have made over the last three or four years since they have been working with the City. We are now down to three comments that had to be included in the report as significant items that need a management response which are located in the back of the bound financial statement.

- Compliance for Each Major Program and on Internal Control over Compliance (Uniform Guidance) – No Material Weaknesses or Significant Deficiencies Reported

Compliance report on federal compliance on major programs. Every county, city, town and board or commission or non-profit that spend over \$750,000 of federal monies in any given year are required to under go a single audit where they select major programs for the organization and based on the compliance requirements specific to that program set forth by whatever federal awarding agency they determine if they had any significant issues with those. The auditors did not have any material weaknesses or significant deficiencies in the controls over federal expenditures so that compliance report on uniform guidance was a good report as well.

Communication Letter: communication with those charged with governance. This is some of the required communications they have to communicate at the end of the audit process. It highlights a couple of GASB pronouncement that went into effect this year. Governmental Accounting standards, board pronouncements who sets forth the accounting standards. The ones this year were not nearly as impactful as ones city has had to implement the last few years. We had tension reporting a couple of years ago and other post employment benefit reporting both of which required actuarial liabilities to be onto the financial statements for those long term type liabilities. This year was a couple of pronouncements that affected disclosures and things of that nature so they were not significant in nature.

## 2019 Financial Statement Highlights

Net Position of Governmental Activities at June 30, 2019 = \$1,593,066 (reference Exhibit 1)

• Increase in Net Position of Governmental Activities year ended June 30, 2019 = \$1,989,759 (reference Exhibit 2)

• Total Fund Balances of Governmental Funds at June 30, 2019 = \$5,465,739 (reference Exhibit 3)

• Increase in Fund Balances of Governmental Funds for the year ended June 30, 2019 = \$435,011 (reference Exhibit 4)

• Total Unassigned Fund Balance of the General Fund at June 30, 2019 = \$5,838,880 (reference Exhibit 3)

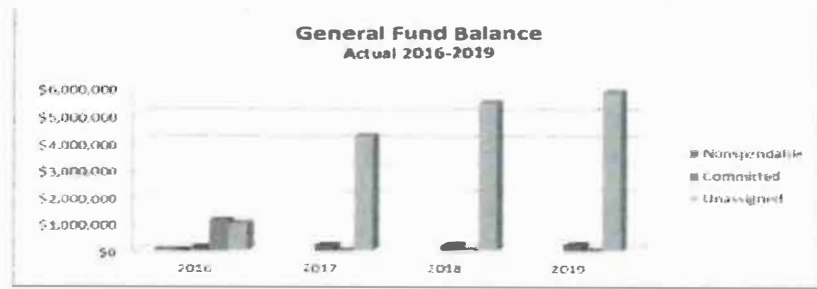
• Refer to Exhibit 10 for Budgetary Comparison for the General Fund for the year ended June 30, 2019

Net Position of Business-Type Activities at June 30, 2019 = \$17,347,103, a increase of \$596,941 (reference Exhibits 6 and 7)

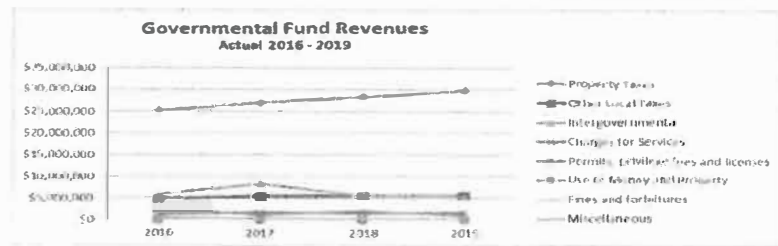
### Summary of Fund Balance-General Fund

|                         | 2016           | 2017         | 2018         | 2019         |
|-------------------------|----------------|--------------|--------------|--------------|
| Nonspendable            | \$ 109,084     | \$ 179,974   | \$ 191,146   | \$ 202,546   |
| Committed               | 1,095,863      | -            | -            | -            |
| Unassigned              | 982,760        | 4,224,402    | 5,439,473    | 5,838,880    |
| Total                   | \$ 2,187,707   | \$ 4,404,376 | \$ 5,630,619 | \$ 6,041,426 |
| Net Increase (Decrease) | \$ (1,925,876) | \$ 2,216,669 | \$ 1,226,243 | \$ 410,807   |

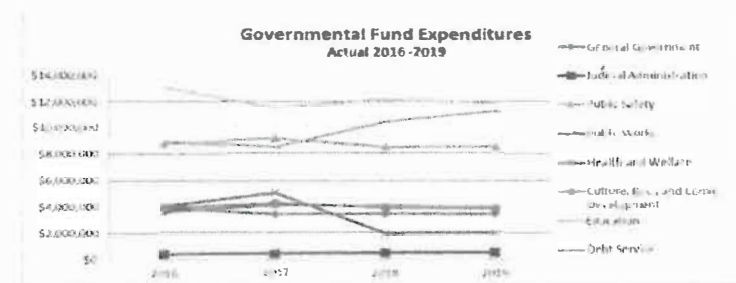
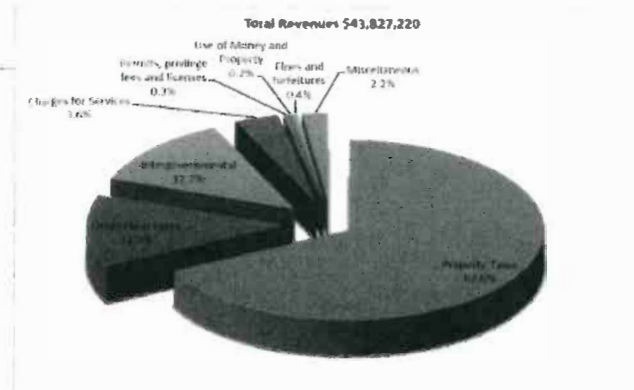
## Summary of Fund Balance – General Fund



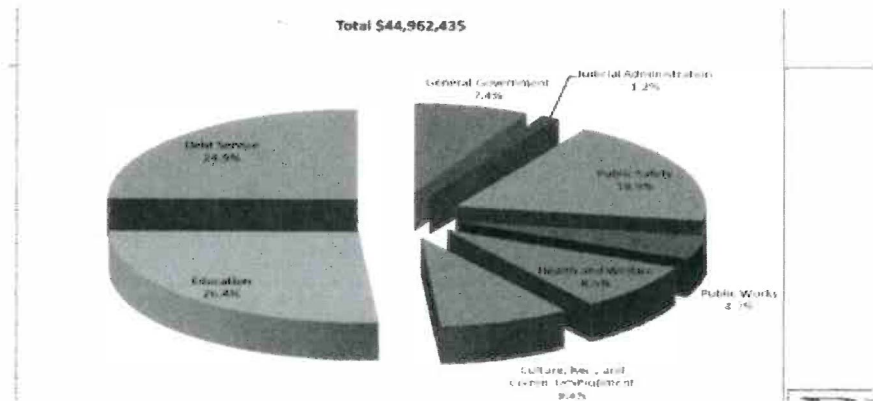
## Governmental Fund Revenues



## 2019 Governmental Fund Revenues



## 2019 Governmental Fund Expenditures



The auditor stated it has been a difficult process for staff over the last four years to get over the system issues that happen a few years ago. Finance has worked diligently to get everything back on track.

**MOTION:** Councilmember Machado moved to accept staff recommendation that the Governing Body authorize the payment of \$51,750 to Robinson Farmer Cox Associates, PLLC for professional services rendered for the audit of the City's Financial Statement for the year ended June 30, 2019 as presented.

**SECOND:** Councilmember Shuemaker

**VOTE:** Yes: Machado, Shuemaker, Banks, Cendejas, Javed, Mensing, Rishell

#### 10. Manager Report:

Audit is on city website for any citizen wishing to look at it. Two hard copies of the FY19 CAFR was placed in vestibule at city hall.

Summary of Fund Balance-General Fund:

|                                | 2016                  | 2017                | 2018                | 2019                |
|--------------------------------|-----------------------|---------------------|---------------------|---------------------|
| Nonspendable                   | \$ 109,084            | \$ 179,974          | \$ 191,146          | \$ 202,546          |
| Committed                      | 1,095,863             | -                   | -                   | -                   |
| Unassigned                     | 982,760               | 4,224,402           | 5,439,473           | 5,838,880           |
| <b>Total</b>                   | <b>\$ 2,187,707</b>   | <b>\$ 4,404,376</b> | <b>\$ 5,630,619</b> | <b>\$ 6,041,426</b> |
| <b>Net Increase (Decrease)</b> | <b>\$ (1,925,876)</b> | <b>\$ 2,216,669</b> | <b>\$ 1,226,243</b> | <b>\$ 410,807</b>   |

FY16 \$982,760 true position. City was negative \$1.1 million.

FY19 went from negative in FY16 to positive \$1.8 million in FY19. That is the true financial position we are in when you remove all of the other components beside just the general fund operative. This is what our creditors look at as far as our ratios. The city is still low. We do not have \$5.6 million dollars because we have to subtract the \$4.1 million in capital projects fund to get true position. The chart above shows how the numbers have progressed. We are progressing but have a long way to go. We will be in a tight situation in FY21 and 22.

Vice Mayor Banks: P111: Variance between budget and actual is revenues negative (685,141). Councilmember Shuemaker asked if that was because of over budget or amount not paid by taxpayers. Over estimation of how much back tax we collect and overestimated how much current tax we would collect. Finance tracked something as a receivable but ended up showing as an actual. You want to see what is owed to you. The estimated surplus in September ended up being higher because we had to adjust and eliminate the receivable. He wants a breakdown to see what is owed and what is actually received.

P111 Commonwealth: This can be VDOT projects or CSA funds in social services, which depends on number of children in the program. They only spend \$800,000 out of \$1.1 million.

Central Library: closed for six months for renovations. Staff has worked with Parks & Recreation Director to find space for the home bound students or home schoolers at community center. There are 51 kids with 31 families. Utilize conference room #1 from Monday-Friday 10am-4pm and first and third Saturdays from 8am-2pm. It was consensus that the community conference room be used for this purpose.

**11. Closed Meeting Paragraph 3, 5, 8 pursuant to VA. Code 2.2-3711A: 9:28PM:  
Paragraph 3, 5, and 8**

MOTION: Councilmember Shuemaker moved that the Governing Body go into closed meeting for three separate matters, all three of which require consultation with the City Attorney regarding a specific legal matter that requires the provision of legal advice by the City Attorney, and two of which also require (i) discussion and consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, and discussion of a prospective business where no previous announcement has been made of the business' interest in locating in the City, pursuant to paragraphs 3, 5, and 8 of Subsection 2.2-3711A of the Code of Virginia.

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Mensing, Machado, Rishell

**12. Return to Open Meeting: 10:45pm:**

MOTION: Councilmember Shuemaker

SECOND: Councilmember Cendejas

VOTE: Yes: Shuemaker, Cendejas, Banks, Javed, Mensing, Machado, Rishell

**13. Certification of Meeting**

MOTION: Councilmember Cendejas the following Resolution:

WHEREAS, the Governing Body of the City of Manassas Park has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712(d) of the Code of Virginia requires a certification by this public body that such closed meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the City of Manassas Park hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed session was convened were heard, discussed or considered in the meeting by the public body.

SECOND: Councilmember Javed

VOTE: Yes: Cendejas, Javed, Banks, Machado, Mensing, Shuemaker, Rishell

**14. Adjournment**

The Mayor adjourned the meeting at 10:46pm.

---

**Jeanette Rishell**

---

**Lana A Conner**

## **CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** City Manager

**MEETING DATE:** February 18<sup>th</sup>, 2020

### **AGENDA ITEM 9A**

**SUBJECT/TOPIC:** Manassas Park Transitional Neighborhood Library

#### **BACKGROUND:**

This past June 2019, the City notified Prince William County that it was allowing the current 5-year Shared Library Services Agreement to expire on June 30<sup>th</sup>, 2020. The reason for doing so was four-fold:

1. We want our own library in our jurisdiction and eventually in our downtown. We continue to believe that in the long run this is the best course of action for providing library services to the three communities of Manassas Park, Manassas, and Prince William (with 3 libraries serving the area that is currently covered by one library) without constantly needing to negotiate cost sharing. We believe that our downtown library will be heavily used by our own residents and residents of Prince William County as well due to it being part of a new and exciting commercial town center with other commercial elements that will draw people beyond just our City borders. Thus this library will be an amenity for County residents and our own residents.
2. We are struggling financially- we need to reduce expenditures over the next two years after this current fiscal year. We have controlled or reduced spending across the board to deal with our high annual debt payments from debt incurred in the 2000's. The City is living lean until these annual debt payments fall in Fiscal Year 23. Debt will still be at relatively high levels after FY 23, but much more manageable. The City will be able to increase spending on our priorities at that time including our employees (we are struggling with high turnover rates), capital needs, and library spending. But until then, we will need to find cost savings measures to get us to that point. The City does not have a robust Rainy Day fund right now and with a recession likely prior to FY 23 we need to take all measures to prepare ourselves. The temporary reduction in spending on library services is part of these measures.
3. We do not believe that Central Library has seen the same type of investment as other libraries in the system (it is the oldest library in the system).
4. We want to regain control of our cost drivers to the greatest extent possible. We value all of the shared services with the County, but wherever we feel that it may serve the City better to provide a service to our residents directly and control spending levels, we will evaluate doing so. The County charge for the Library service increased from \$450K to \$530K this past year. This is a fixed expenditure that the City has no control over. The City would like to have control over as many of its expenditures as possible.

The City and County continue to discuss the best way forward, however as we near July 1, 2020, the City needs to move forward with establishment of a transitional neighborhood library until the downtown library is completed (December, 2022 per the current PPEA proposal). In January 2020, the Governing Body decided to locate the transitional neighborhood library at the formerly Golf Retail building at Blooms Park due to it being ready to host a neighborhood library with only one or two minor improvements.



Two key decision points remain:

1. **Layout-** Potential layout options for the library were developed by the company LS&S, who provides library staffing, consulting, and logistics/technical support to government library systems. These layout options were presented to the Governing Body at the December 17<sup>th</sup> 2019 meeting. The layouts establish sections for: computers, reading, meetings, teens, children, and adults. Option A involves removing the bar area of the current retail area, including removing the existing half wall and cabinets, and utilizing the space for additional seating area. Option B involves cutting open a wall between the shop and staff room of the existing layout, in order to create a more expansive children's section, while keeping the wall in the bar area, yet removing the bar itself, to create a practical meeting space. Both options also involve cutting a door between the shop and staff support room of the existing layout. In addition, the City could go with an Option C in order to avoid the cost of physical modifications, which would involve going with Option A minus the creation of an additional seating area (keeping the bar area intact for future Parks & Rec usage). If the Governing Body wants to provide more space for library users, Staff recommends Option B. If the Governing Body wants to save money as a priority, then Staff recommends Option C- See Attachment 1 for the Layouts.
2. **Staffing-** City Staff recommends starting out services at the hours of Prince William Neighborhood libraries, + an additional 4 hours (opening on Sunday- currently these libraries close on Sundays), for a total of 48 hours (10am-7pm M-Th and 10am-2pm F-Su). To staff this operation, the City would need to either recruit/hire/train staff or utilize contracted employees. Regardless of the route the City takes, the internal or contracted employees would be part of the Parks & Rec Department, with the Library Director reporting directly to Jay Swisher. The Library would enhance programming opportunities for the Parks & Rec Department and aligns with their mission of education, recreation, and quality of life. If the City would hire internal staff the following would be the cost breakdown:

## Internal Library Annual Cost

| Salary + Benefits    |                      |                       |                      |                       |
|----------------------|----------------------|-----------------------|----------------------|-----------------------|
| Position             | Min Salary           | Min Salary + Benefits | Mid Salary           | Mid Salary + Benefits |
| Director             | \$ 75,000.00         | \$ 94,500.00          | \$ 95,000.00         | \$ 119,700.00         |
| Librarian 1          | \$ 50,444.00         | \$ 63,559.44          | \$ 67,397.00         | \$ 84,920.22          |
| Librarian 1          | \$ 50,444.00         | \$ 63,559.44          | \$ 67,397.00         | \$ 84,920.22          |
| Library Assistant    | \$ 34,223.00         | \$ 43,120.98          | \$ 45,449.00         | \$ 57,265.74          |
| <b>Sub-Total</b>     | <b>\$ 210,111.00</b> | <b>\$ 264,739.86</b>  | <b>\$ 275,243.00</b> | <b>\$ 346,806.18</b>  |
| Logistics            |                      |                       |                      |                       |
| Item                 | Minimum              |                       | Maximum              |                       |
| ILS                  | \$ 2,000.00          |                       | \$ 5,000.00          |                       |
| Dues & Subscriptions | \$ 3,000.00          |                       | \$ 3,000.00          |                       |
| Prof Services        | \$ 5,500.00          |                       | \$ 8,500.00          |                       |
| Supplies             | \$ 6,500.00          |                       | \$ 6,500.00          |                       |
| Training             | \$ 2,000.00          |                       | \$ 4,000.00          |                       |
| Postage/Courier      | \$ 2,500.00          |                       | \$ 3,500.00          |                       |
| Equip Maintc.        | \$ 2,500.00          |                       | \$ 2,500.00          |                       |
| Materials Purchase   | \$ 20,000.00         |                       | \$ 30,000.00         |                       |
| <b>Sub-Total</b>     | <b>\$ 44,000.00</b>  |                       | <b>\$ 63,000.00</b>  |                       |
| <b>Total</b>         | <b>\$ 308,739.86</b> |                       | <b>\$ 409,806.18</b> |                       |

Likely \$350K-\$360K




Challenges with going internal would include: the risk of recruitment and retention, lack of subject matter expertise (e.g. department personnel do not possess any experience operating/managing a library system), difficulty maintaining operational continuity during times of unexpected transition (e.g. reduced staffing levels: resignations, medical leave, reduction in force, etc.), benefit liabilities (healthcare, insurance, retirement, workers' compensation insurance, etc.), **lack of purchasing power as a small library system** (the strong potential exists to get less in return for what we spend), and wage inequities with existing City Staff.

The other option would be to utilize professional contracted support. At the December 17<sup>th</sup>, 2019 meeting, LS&S made a presentation to the Governing Body (See Attachment 2 for the full presentation) about this option. They are the only company that provides these aforementioned services (staffing, consulting, logistics, and technical requirements) based on our research (see Attachment 3). Their annual costs would be roughly \$65K-\$75K less than if the City would hire internally (\$650K-\$750K savings over 10 years- which could pay for critical capital project like new ERP implementation if needed) and they would provide greater service levels (purchasing power for physical and e-materials, available programs, 96% retention rate, and knowledge) at that price tapping into a library system of 84 libraries nationwide. By going this route, the City is using sole source procurement pursuant to Va. Code § 2.2-4303E and would save its taxpayers anywhere between \$2M-\$3M over ten years compared to the current Shared Services Agreement with the County. Going the contracted route with LS&S is the preference of City Staff due to the challenges with internal staffing, the short timeline of establishing a library by July, and as a result of the cost savings over 10 years (and the next two critical years- Rainy Day Fund support) that provide funds for employee raises and/or tax cuts. A draft agreement with LS&S has been prepared and is still under negotiations and review by both parties -see Attachment 4 for a draft version with City Staff edits to the previous version shared with the Governing Body in January.

**STAFF RECOMMENDATION:**

That the Governing Body approve Option C for the Library layout, and authorize the City Manager to sign the attached agreement with LS&S to provide staffing for our City Library, pending City Attorney final review.

|   |   |
|---|---|
| <b>CITY MANAGER APPROVAL:</b><br>Approved:_____ Not Approved:_____  | <br>_____<br>Laszlo A. Palko |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required:_____ Not Required:_____ | _____<br>Dean H. Crowhurst  |

**ATTACHMENTS:**

1. Library Layout Options
2. Presentation from LS&S
3. Sole Source Letter
4. **Draft** Agreement with LS&S

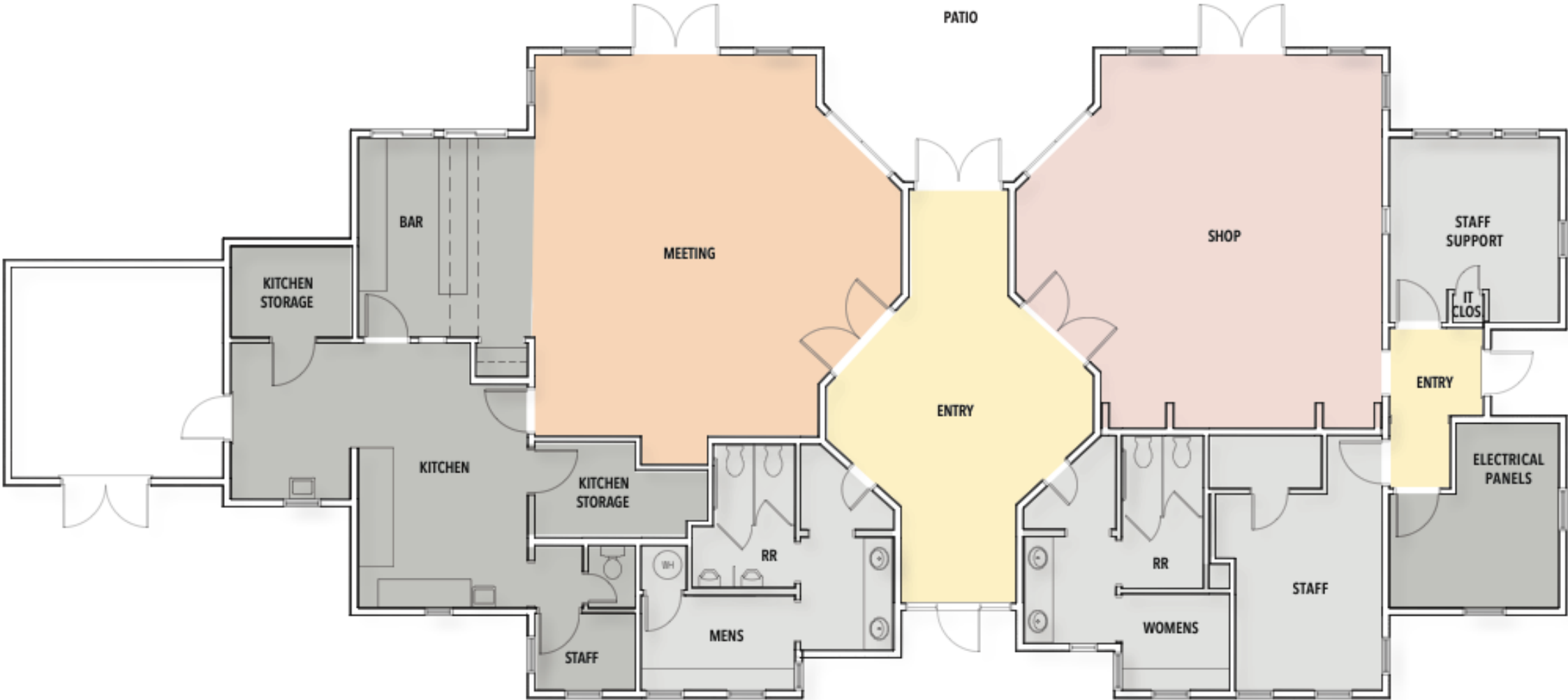
# Manassas Park Transitional Neighborhood Library Layout Options

Prepared by LS&S

# MANASSAS PARK LIBRARY

## FLOOR PLAN - EXISTING

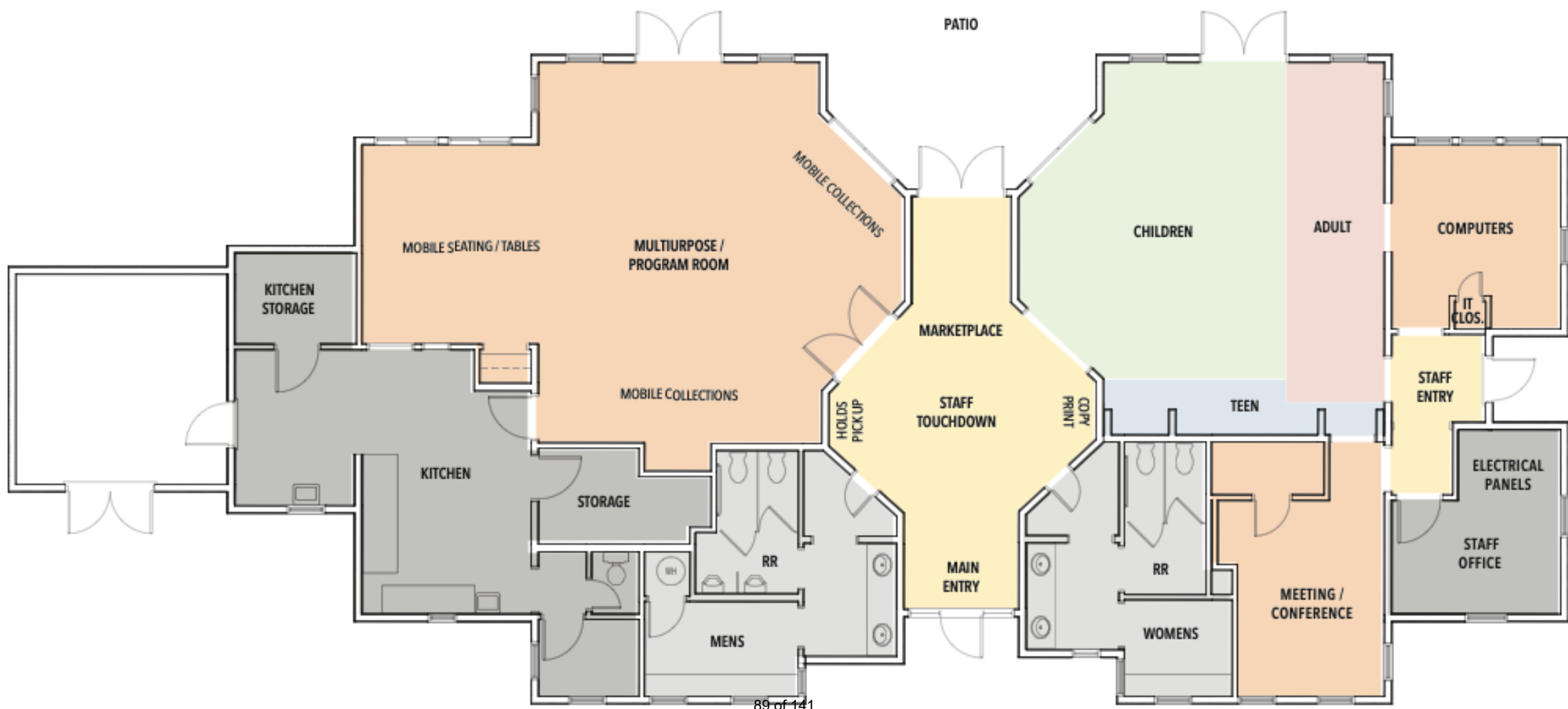
- SHARED SPACES
- ENTRY/DISPLAY
- SUPPORT
- TEEN
- ADULT
- CHILDREN



# MANASSAS PARK LIBRARY FLOOR PLAN -

## Option A

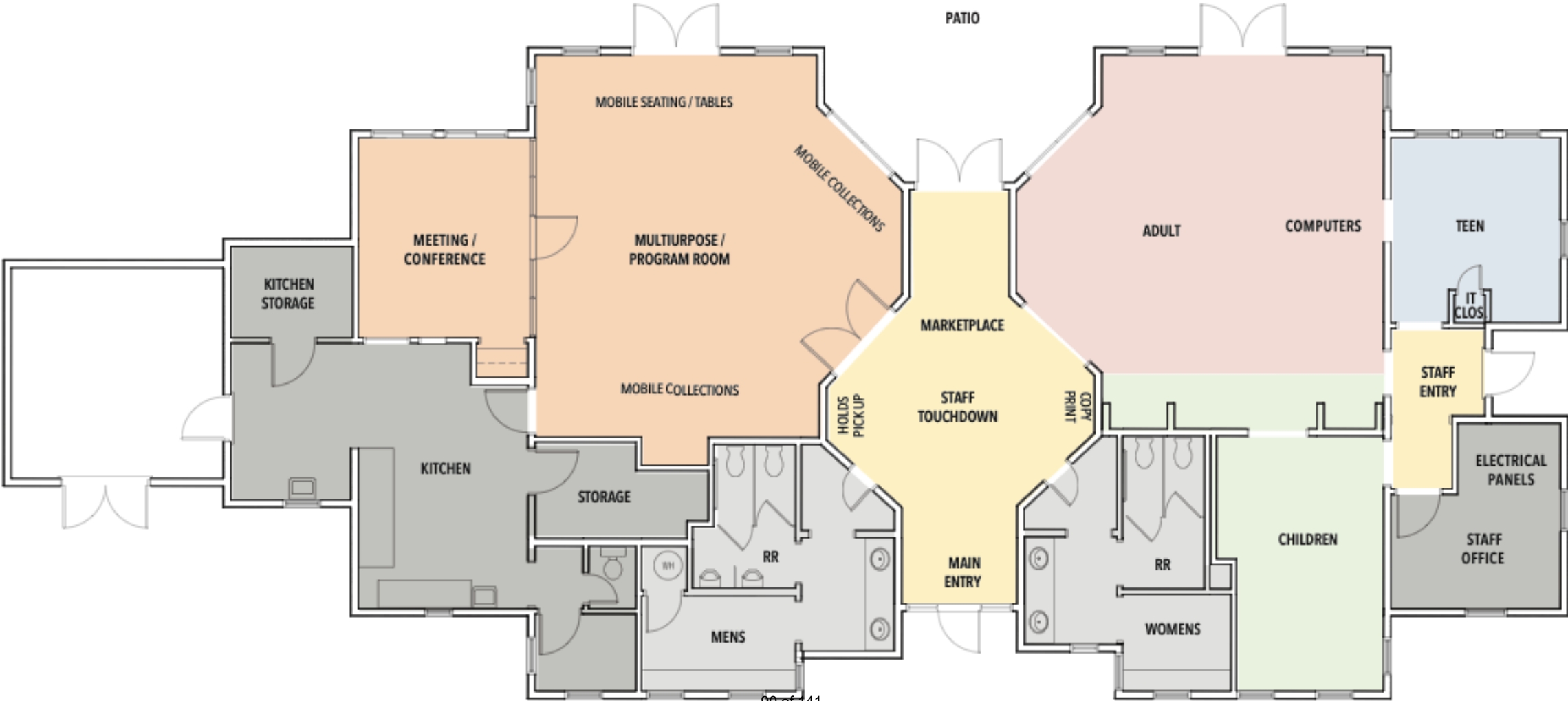
- |   |  |
|---|--|
|  SHARED SPACES  |  TEEN      |
|  ENTRY/DISPLAY |  ADULT    |
|  SUPPORT       |  CHILDREN |



MANASSAS PARK LIBRARY  
FLOOR PLAN

Option B

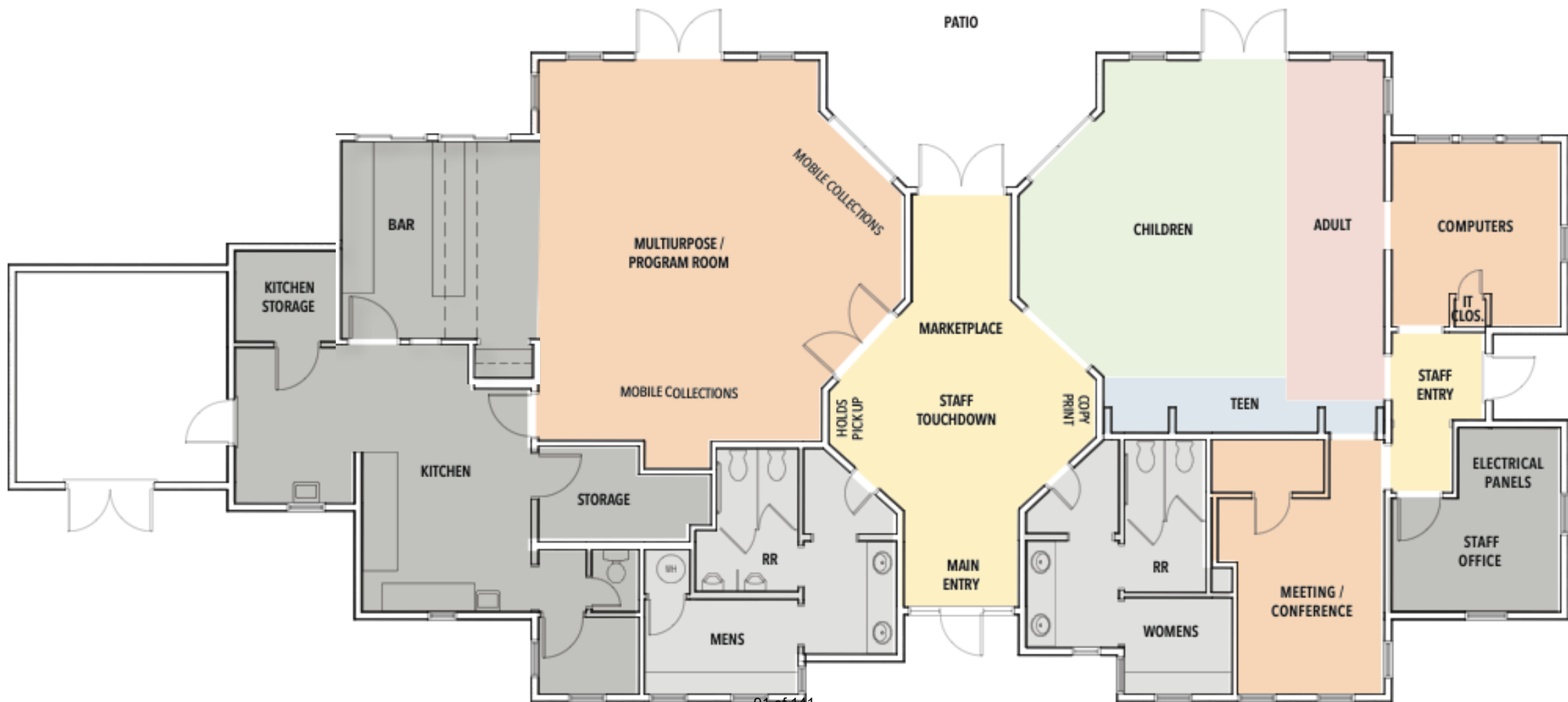
- SHARED SPACES
- ENTRY/DISPLAY
- SUPPORT
- TEEN
- ADULT
- CHILDREN



# MANASSAS PARK LIBRARY FLOOR PLAN -

## Option C

- |               |          |
|---------------|----------|
| SHARED SPACES | TEEN     |
| ENTRY/DISPLAY | ADULT    |
| SUPPORT       | CHILDREN |



library systems  services

STRONG LIBRARIES =  
STRONG COMMUNITIES



92 of 141

# WHY ARE WE HERE?

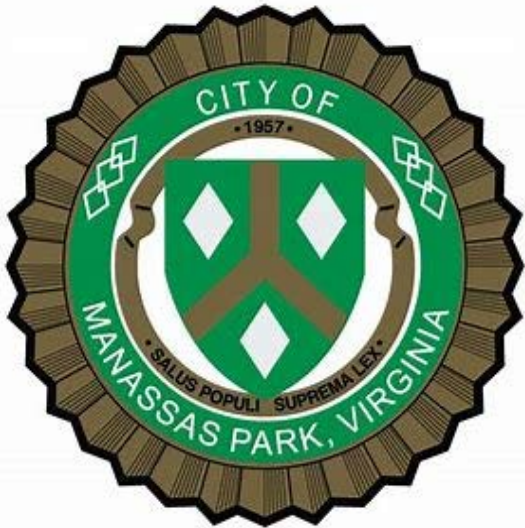


- Establish independent library
- Gain local control
- Reduce operational cost
- Rely on experienced library professionals with support through partnership



- Managed staffing with peer networks
- Ready to execute programming
- Significant material discounts
- Strategic planning and execution
- Data driven collection management
- Facilities optimization
- Technology planning and optimization
- Back office support for human resources, marketing, accounting and finance

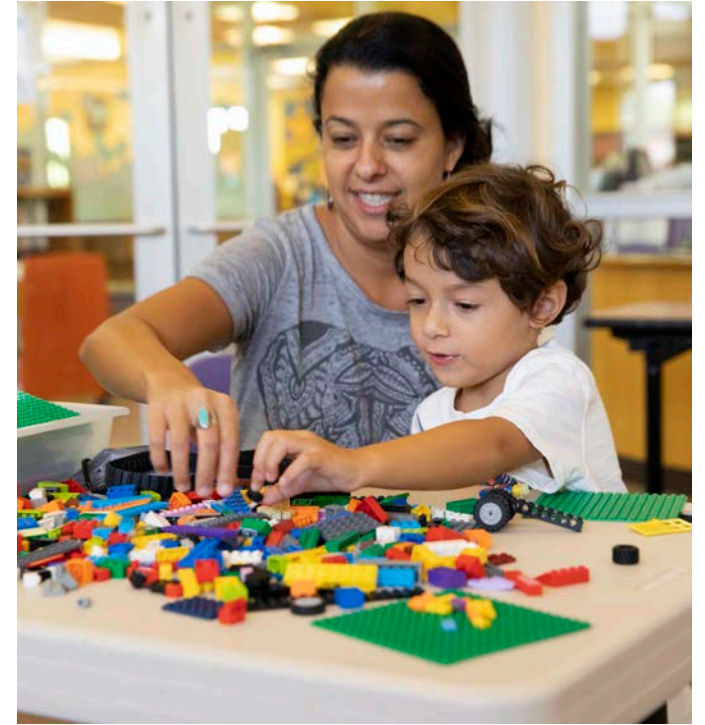




- Direction and oversight from City and Library Board
- All assets, including facility, collections and FFE property of City
- Free access to education, enrichment and enhanced quality of life for all
- Collaborative planning and decision-making



# WHAT MAKES A STRONG LIBRARY?



# GREAT LIBRARY SERVICE

- Staff who are welcoming and knowledgeable
- Collection – print & digital – that meets community needs
- Programs that offer learning and life enrichment
- Outreach beyond library walls
- Technology from basic computing and Internet to emerging
- Modern facility design



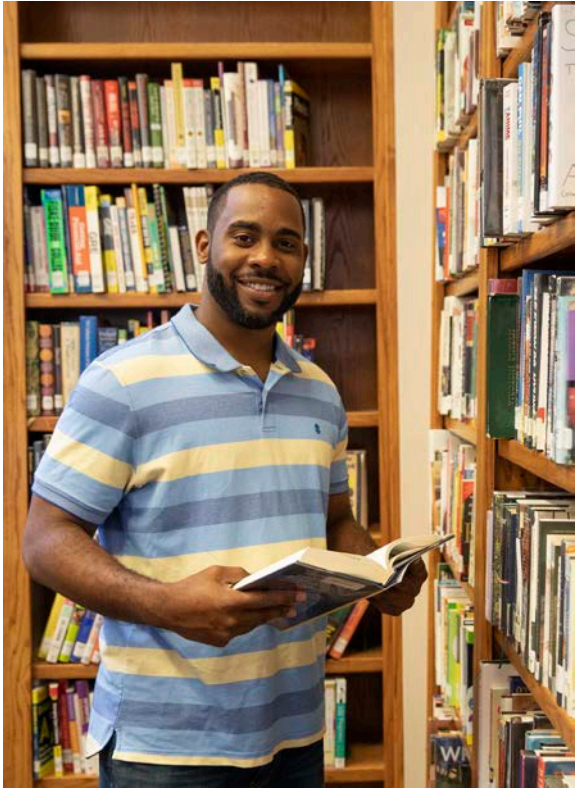


---

## LEADING THE LIBRARY

- Best practices alignment
  - Innovative, externally focused leaders
  - Patron service oriented staff
  - Library professionals with decades of experience
- 





---

## MORE THAN BOOKS

- Titles patrons want: Bestsellers, children's, nonfiction
  - Focus on digital: eBooks, eAudiobooks and databases
  - Collection reflects community: Spanish language titles
- 



# STRONG PROGRAMS



- 
- Child Literacy & Development
  - STEAM
  - Adult Enrichment
  - Job and Career Development
  - Small Business Support
  - Financial Literacy
  - Health and Wellness
- 



# STRONG TECHNOLOGY



- STEM learning centers
- 3-D printers and coding software
- Fresh technology draws patrons back
- One-on-one instruction
- Mobile Wi-Fi hotspots
- Kindles and Chromebooks



# STRONG PARTNERSHIPS

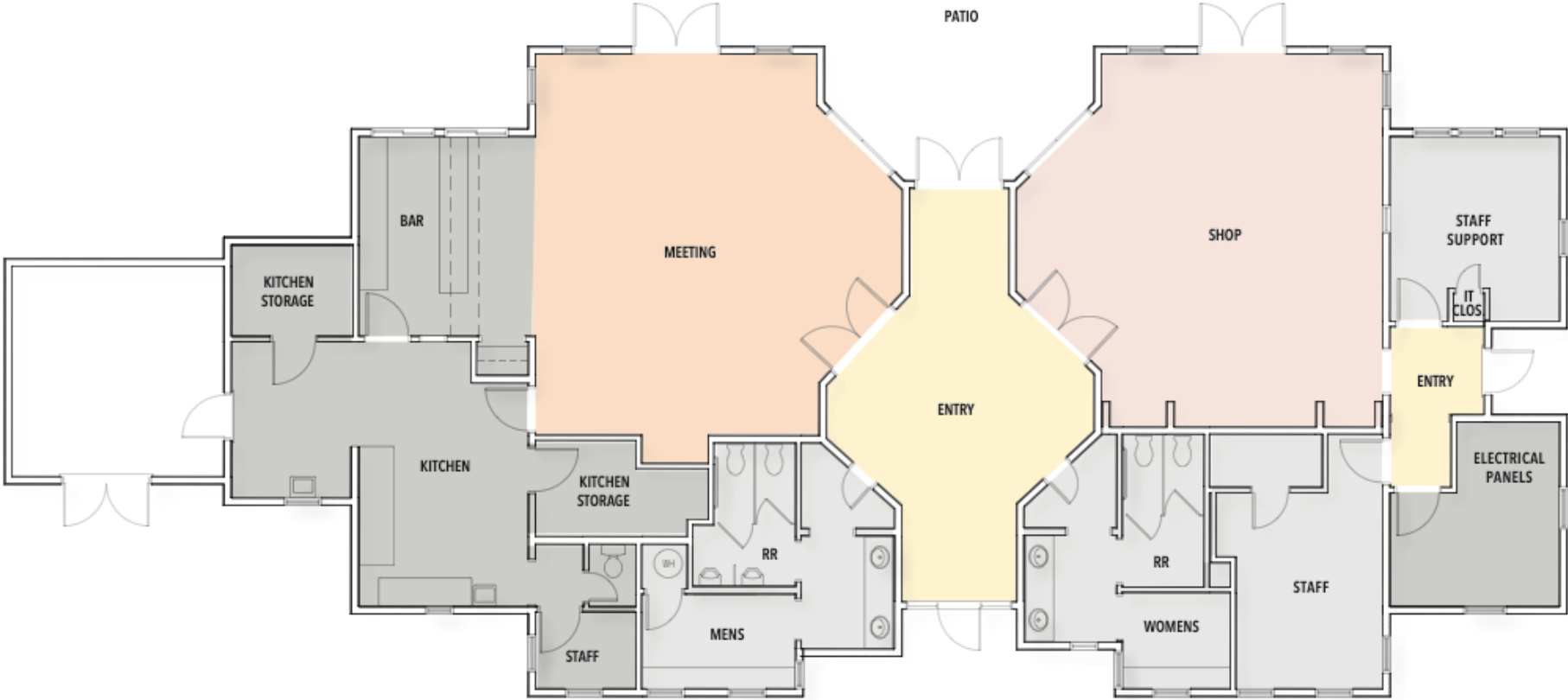


- Vital collaboration with community ecosystem
- Economic development, education, literacy and other partners
- Expanded services, better market penetration



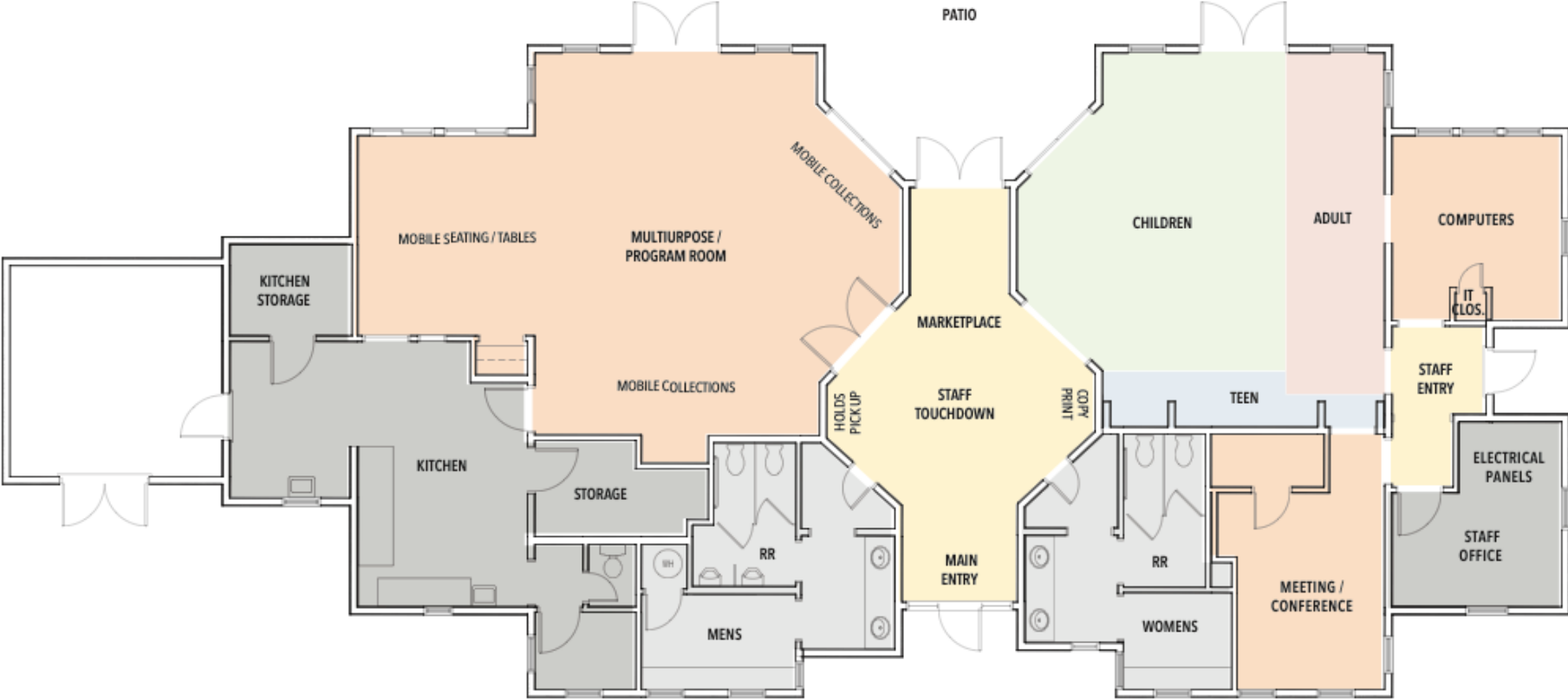
**MANASSAS PARK LIBRARY**  
**FLOOR PLAN - EXISTING**

- SHARED SPACES
- ENTRY/DISPLAY
- SUPPORT
- TEEN
- ADULT
- CHILDREN



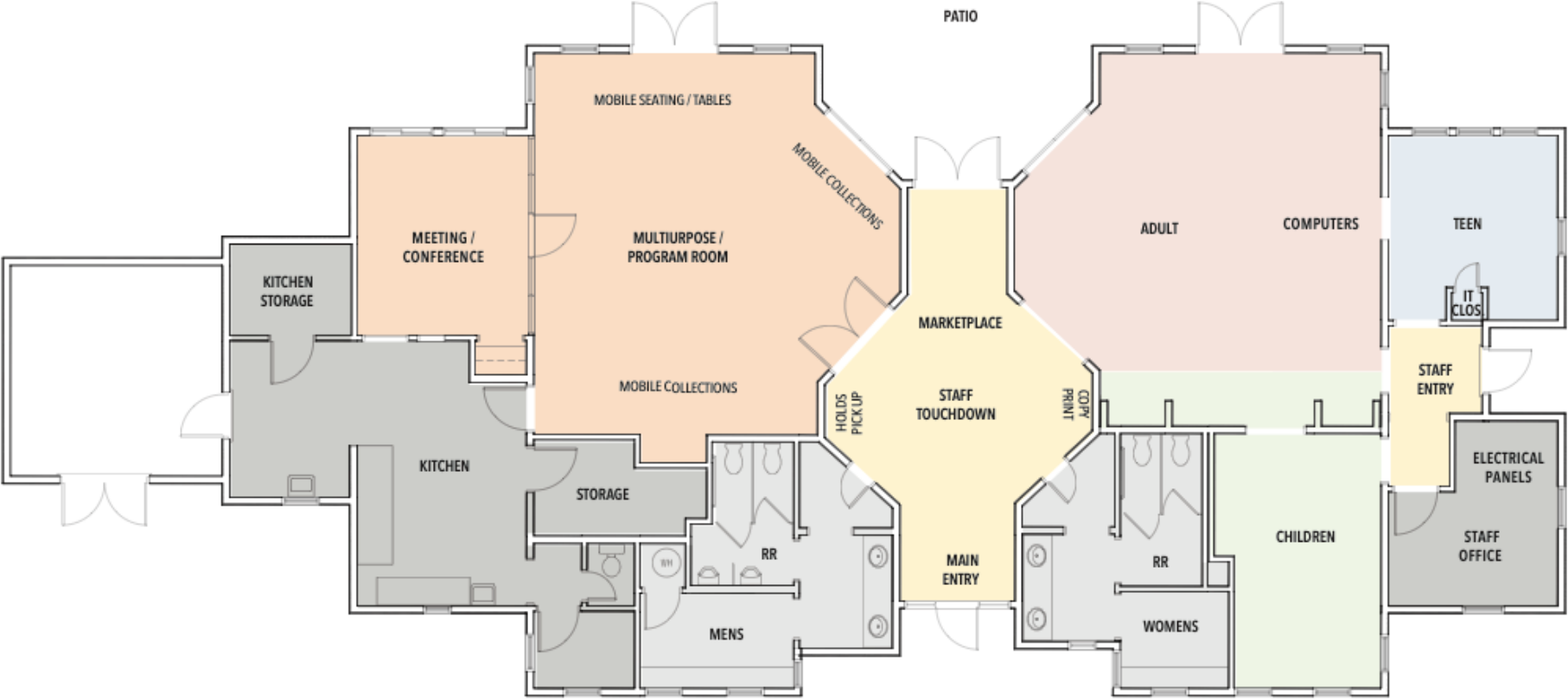
MANASSAS PARK LIBRARY  
FLOOR PLAN - BLOCKING A

- SHARED SPACES
- ENTRY/DISPLAY
- SUPPORT
- TEEN
- ADULT
- CHILDREN



MANASSAS PARK LIBRARY  
FLOOR PLAN - BLOCKING B

- SHARED SPACES
- ENTRY/DISPLAY
- SUPPORT
- TEEN
- ADULT
- CHILDREN





---

## SERVICES TAILORED TO THE COMMUNITY

- Offer services for all, particularly Hispanic communities
  - Include ESOL programming
  - Partner with community organizations and nonprofits
  - Health, technology and enrichment for seniors
- 



# RETAIL LOCATION



# SUCCESS IN MORENO VALLEY

---

**15,884**  
VISITS IN  
AUGUST 2019

**287**  
SUMMER READING  
REGISTRANTS

**1,075**  
COMPUTER SESSIONS  
**IN AUGUST**

**450**  
ATTENDEES AT JUST  
ONE PROGRAM

**2020**  
ANOTHER MALL  
LOCATION OPENING

---



# CYBRARIUM



| FISCAL YEAR 2019                  | COST     | NOTES  |
|-----------------------------------|----------|--|
| Furniture, Fixtures and Equipment | \$50,000 | Library specific movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, does not include cabling. |

| FISCAL YEAR 2020           | COST             | NOTES  |
|----------------------------|------------------|--|
| Opening Day Collection     | \$30,000         | Assumes 500 – 1,000 books, digital titles, digital audiobooks, periodicals and etc., the appropriate number for a startup 3,000 square foot space. |
| Facility Design            | \$10,000         |  |
| Technology                 | \$25,000         | 20 internet-enabled laptops, 2 desktop public computers, 2 staff computers, printer and copier and wifi network                                    |
| ILS Migration              | \$6,000          | Cost of setting up on Integrated Library System and importing data from Prince William County.   |
| <b>Total Start Up Cost</b> | <b>\$121,000</b> | <b>Can be revised once plans for the new library are final.</b>  |



| PERIOD  | PERIOD    | MONTHLY  | MIN. LIBRARY MATERIALS |
|---------|-----------|----------|------------------------|
| Year 1  | \$250,000 | \$20,833 | \$0                    |
| Year 2  | \$257,500 | \$21,458 | \$30,000               |
| Year 3  | \$265,225 | \$22,102 | \$30,000               |
| Year 4  | \$273,182 | \$22,765 | \$30,000               |
| Year 5  | \$281,377 | \$23,448 | \$30,000               |
| Year 6  | \$289,819 | \$24,152 | \$30,000               |
| Year 7  | \$298,513 | \$24,876 | \$30,000               |
| Year 8  | \$307,468 | \$25,622 | \$30,000               |
| Year 9  | \$316,693 | \$26,391 | \$30,000               |
| Year 10 | \$326,193 | \$27,183 | \$30,000               |



- 84 Libraries Operated Nationwide
- 35+ Years Library Expertise
- Librarians are Foundation
- History of Performance with 96% Retention Rate
- Demonstrated Success with Measurable Outcomes
- 100% Committed to Library & Community





City of  
**Camarillo**  
PUBLIC LIBRARY



**MILLINGTON PUBLIC LIBRARY**  
Millington, Tennessee



Osceola  Library







lsslibraries.com  
2600 Tower Oaks Blvd.  
Suite 510  
Rockville, MD 20852  
800.638.8725

November 1, 2019

City of Manassas Park  
Jay Swisher  
Director  
One Park Center Court  
Manassas Park, VA 20111-2395

Re: Sole Source of Library Managed Services

Dear Council Members:

This letter serves as a sole source document for the products developed, licensed and distributed by Library Systems & Services.

The complete outsourcing of municipal Library services was developed and is distributed solely by Library Systems & Services.

No other vendor licenses or provides the complete outsourcing of municipal Library services. If you require additional information or further details please do not hesitate to contact me.

Best regards,

**Library Systems & Services**

*Todd Frager*

Todd Frager  
CFO

## **LIBRARY SERVICE DELIVERY AGREEMENT**

**THIS LIBRARY SERVICE DELIVERY AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between: **LIBRARY SYSTEMS & SERVICES, LLC**, a Maryland limited liability company with a mailing address at 2600 Tower Oaks Drive, Rockville, MD 20852 (“LS&S”); and the **CITY OF MANASSAS PARK, VIRGINIA**, with a mailing address at One Park Center Court, Manassas Park, VA 20111 (the “Customer”). LS&S and the Customer are each sometimes referred to herein as a “Party” and, collectively, the “Parties”.

**WHEREAS**, the Governing Body of the City of Manassas Park (the “Governing Body”) intends to open a new transitional library in an existing municipal building located in Blooms Park at 9701 Manassas Drive in Manassas Park in 2020 and to open a permanent library in the City’s downtown in 2023 (all library facilities are collectively referred to as the “Library”); and

**WHEREAS**, the Governing Body desires to outsource the acquisition of goods for and the provision of the library services that will be provided at the Library; and

**WHEREAS**, the Governing Body has determined that there is only one source practicably available that can provide such goods and services and therefore desires to contract for the same with LS&S pursuant to the sole source provisions of Subsection 2.2-4303E of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*).

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

### ***1. Services and Goods.***

- (a) *Services.* During the term of this Agreement, LS&S will use commercially reasonable efforts to provide the labor and administrative services described on Schedule A, which is attached hereto and incorporated herein (collectively, the “Services”).
- (b) *Provision of Goods.* LS&S will identify goods for use in the management and operation of the Library (the “Goods”). With the approval of the Customer’s Parks and Recreation Director (the “Customer DPR Director”), LS&S may purchase and select the sources of the Goods, though the Customer reserves the right to purchase the Goods using its own procurement process. Title to all items purchased by LS&S shall at all times reside in the Customer. If LS&S furnishes any goods to the Customer, LS&S will use good faith efforts to extend the manufacturer’s warranty, if any, to the Customer.

### ***2. Term and Termination.***

- (a) *Term.* This Agreement shall commence on the last date that this Agreement has been signed on behalf of both Parties (the “Effective Date”), and shall continue in force until June 30, 2030, unless sooner terminated in accordance with this Section 2.

- (b) *Termination for Default.* If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving thirty (30) days' prior written notice to the breaching Party, except that LS&S shall have the right to terminate this Agreement promptly if the Customer fails to pay any amount due LS&S and such failure continues for thirty (30) days after written notice thereof has been received by the Customer.
- (c) *Termination for Convenience.* The Customer may terminate this Agreement by giving one (1) year's prior written notice to LS&S.
- (d) *Termination for Non-Appropriation.* In the event that the Governing Body does not appropriate sufficient funds during the term of this Agreement, the Customer shall promptly notify LS&S of such occurrence and this Agreement shall terminate on the last day funds are available without penalty or expense to the City of any kind whatsoever.
- (e) *Renewal.* The term of this Agreement will automatically renew for successive periods of one (1) month each following the expiration of the initial term on June 30, 2030 unless either Party provides thirty (30) days' prior written notice to the other Party that it does not agree to any such renewal, in which case this Agreement will expire on the last day of the then-current term. If this Agreement is renewed in accordance with this Subsection 2(e), the monthly charge paid by the Customer to LS&S will be \$27,998 (equal to the monthly charge listed in the Operating Budget for FY 2030—see Section E of Schedule A—increased by 3%) and will continue through the expiration of the final renewal period unless this Agreement is amended accordingly or a new agreement for the Library is executed by the Parties.
- (f) *Effect of Termination.* Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession (including the Documentation); and (iv) promptly pay all amounts due and remaining payable hereunder.
- (g) *Survival of Obligations.* The provisions of Sections 5, 8(b), 9, and 10-12, as well as the Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

### **3. *Price and Payment.***

- (a) *Price.* LS&S shall perform the Services for the Charges (exclusive of any current or future taxes) set forth in Section E of Schedule A.
- (b) *Payments.* LS&S shall invoice the Customer prior to each month's service for the monthly amount set forth in Section E of Schedule A. The Customer shall pay all invoices, without offset or deduction, by bank wire transfer or Automated Clearing

House (ACH) direct debit to a bank account designated by LS&S on or before the fifth (5th) day of such month (the “Due Date”) and shall bear interest if not paid in full by the Due Date of the lesser of (i) one and one quarter percent (1¼%) per month or (ii) the maximum monthly interest rate allowed by applicable law. If LS&S has not received payment by the Due Date, it may suspend performance contemplated under this Agreement until full payment has been received.

- (c) *Taxes.* LS&S shall add to its invoices any current or future taxes (other than LS&S’s income tax) payable by LS&S on account of this Agreement, the Services, or the Customer’s payments hereunder, except to the extent the Customer furnishes in advance a valid certificate of exemption from such taxes. This Agreement does not include charges for any sales or use tax that now, or in the future, may be deemed by a taxing authority to be applicable to the Services. In the event a taxing authority determines now or in the future that the Services are subject to such tax, LS&S shall invoice such taxes to the Customer and the Customer shall pay same simultaneously with the payment to which such taxes relate. In the event the Customer is not subject to or liable for such taxes, the Customer shall not be required to pay such taxes and shall provide LS&S with the legal basis of such exemption.

#### **4. *Insurance.***

- (a) *Insurance.* During the term of this Agreement, LS&S shall maintain in force at its own expense commercial general liability insurance coverage written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury, and property damage. LS&S shall also maintain workers compensation insurance providing the statutory benefits required by law. The Customer shall be named as an additional insured on all such insurance policies and a copy of the endorsement naming the Customer as an addition insured shall be attached to each certificate of insurance from LS&S’s insurance company(ies). LS&S shall provide the Customer at least thirty (30) days’ advance notice of cancellation of the relevant insurance policy.
- (b) *Property Insurance.* The Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof.

#### **5. *Confidential Information and Intellectual Property.***

- (a) *Confidential Information.* In the performance of this Agreement, LS&S may be exposed to information regarding the identity of the Customer’s patrons, the Customer may be exposed to information regarding LS&S’s proprietary library management techniques, and either Party may be exposed to other written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential (collectively, “Confidential Information”). Each Party shall: (1) use the same care to protect the other Party’s Confidential Information from disclosure that such Party uses to protect its own

information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of and are required to comply with the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

- (b) *Exceptions.* Notwithstanding the foregoing, the provisions of Section 5(a) above, shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- (c) *Intellectual Property.* Subject to the terms and conditions of this Agreement, LS&S hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation, as provided by LS&S, during the term of this Agreement, solely for the Customer's internal business purposes. The Customer shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, the Customer shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, the Customer's rights under the license granted in this Section 5(c); or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if the Customer modifies or improves the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by LS&S, and the Customer hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this paragraph and paragraph 12(k) below, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation"

means the standard user manuals, instructions and related documentation made available by LS&S to the Customer.

## **6. *Customer's Obligations.***

- (a) *Facilities, etc.* The Customer shall make available to LS&S, without charge and for the purpose of performing the Services, all properties, facilities, furniture, furnishings, equipment, collections, supplies, records, files, and data used or useful in the operation of the Library that are in the Customer's possession, custody or control as of the date hereof (the "Customer Property"). The Customer reserves all ownership rights in the Customer Property and LS&S shall return the Customer Property to the Customer, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

The Customer is responsible for the structure, improvements, maintenance, repairs and property insurance at the Library building, except for damage caused by LS&S or its employees or agents. This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LS&S shall work with LS&S Staff and the Customer to ensure effective building maintenance by promptly identifying and reporting problems with the facilities. The Customer is responsible for custodial services.

The Customer shall maintain the entire Library site, including landscaping and grounds maintenance, in accordance with its maintenance schedule and level of services.

- (b) *Security.* The Customer is responsible for providing security services for the Library and surrounding area. The Customer is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library, in accordance with its maintenance schedule and level of services.
- (c) *Utilities.* The Customer is responsible for payment of the listed utilities at the library facilities, including water, waste disposal and recycling, telecommunications and Internet access.
- (d) *Technology & Telecommunications.* The Customer is responsible for providing, maintaining and supporting the telecommunications network, servers and computers in the Library, including periodic replacement of aged or obsolete equipment as outlined in Schedule B, which is attached hereto and incorporated herein, in accordance with its maintenance and replacement schedule. Should LS&S provide any technical services to the Customer, such services shall be provided pursuant to a separate agreement.
- (e) *Policies.* The Customer shall be responsible for setting all policies that govern the operations of the Library.

## **7. *Excluded Services.***

Notwithstanding any other provision of this Agreement to the contrary, the Services shall not include, LS&S shall have no responsibility for, and the Customer shall be fully responsible for the following:

- (a) Any goods or services, including payroll, that were rendered to the Customer prior to the Effective Date.
- (b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LS&S at the time of the relevant incident.
- (c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LS&S at the time of such injuries.
- (d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by the Customer.
- (e) Any future increases in wages and salaries mandated by federal, state or local regulations or legislation.

#### **8. *Warranties; Disclaimers.***

- (a) *Warranty.* LS&S warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry.
- (b) *Disclaimer.* EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICES AND GOODS PROVIDED BY LS&S ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LS&S EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY LS&S ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LS&S DOES NOT WARRANT THAT THE SERVICES OR GOODS WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE CUSTOMER ACKNOWLEDGES THAT LS&S'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF THE CUSTOMER ONLY.

#### **9. *Limitation of Liability.***

IN NO EVENT SHALL LS&S BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM

ANY SOURCE, EVEN IF LS&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LS&S TO THE CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) THE ACTUAL DAMAGES SUFFERED BY THE AGGRIEVED PARTY, OR (II) FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

#### ***10. Conflict of Interest.***

LS&S shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LS&S, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the Customer make such a request of LS&S to do so.

#### ***11. Notices***

Any notice or other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail, certified U.S. mail or via facsimile or electronic mail as follows:

##### To the City of Manassas Park

Jay Swisher, Director  
One Park Center Court  
Manassas Park, VA 20111-2395  
[j.swisher@manassasparkva.gov](mailto:j.swisher@manassasparkva.gov)  
Office: (703) 331-3125  
Fax: (703) 335-9045

##### To LS&S

Todd Frager, CFO  
2600 Tower Oaks Blvd. Suite 500,  
Rockville, MD 20852  
[Todd.Frager@LSSLibraries.com](mailto:Todd.Frager@LSSLibraries.com)  
Office: (301) 540-5100  
Fax: \_\_\_\_\_

Such notice or other correspondence shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile or electronic mail, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail:

## ***12. Miscellaneous.***

- (a) *Independent Contractors.* The relationship of the Parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended.
- (b) *Assignment.* Neither Party may assign its rights or delegate its obligations under this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party, except that LS&S may subcontract or delegate portions of the Services; provided, however, that in no case shall the Customer be liable to any party other than LS&S, or for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.
- (c) *Nondiscrimination.* During the performance of his Agreement:
  - (1) LS&S shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. LS&S agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) LS&S, in all solicitations or advertisements for employees placed by or on behalf of LS&S, will state that LS&S is an equal opportunity employer.
  - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - (4) LS&S will include the provisions of the foregoing paragraphs (1), (2), and (3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (d) *Drug-free Workplace.* During the performance of his Agreement:
  - (1) LS&S will provide a drug-free workplace for Library Staff.
  - (2) LS&S will post in conspicuous places, available to Library Staff and applicants for employment, a statement notifying Library Staff that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Library and specifying the actions that will be taken against Library Staff for violations of such prohibition.
  - (3) LS&S will state in all solicitations or advertisements for Library Staff that the Library is a drug-free workplace.

- (4) LS&S will include the provisions of the foregoing paragraphs (1), (2), and (3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (e) *Compliance with Federal Immigration Law.* LS&S does not, and shall not during the performance of this Agreement, knowingly employ at the Library an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- (f) *Non-solicitation of Employees.* The Customer acknowledges and agrees that the employees and consultants of LS&S (whether employees, independent contractors, or consultants) who perform the Services are a valuable asset to LS&S and are difficult to replace. Accordingly, the Customer agrees that, during the term of this Agreement and any renewal period thereof, it shall not hire or engage any LS&S employee or consultant who performs any of the Services. Notwithstanding the foregoing, LS&S acknowledges and accepts that prior to the expiration or termination of this Agreement the Customer will have to advertise for employees and/or consultants to staff the Library and agrees that existing employees and consultants of LS&S will be free to apply for such positions if the commencement of employment or engagement will not occur until after such expiration or termination.
- (g) *Force Majeure.* LS&S shall not be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, act of god, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, utility or other cause beyond its reasonable control; such failure to perform shall not be grounds for termination of this Agreement.
- (h) *Customer's Representation.* The Customer represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.
- (i) *Jurisdiction, Venue, and Enforceability.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, both as to interpretation and performance, without regard to the Commonwealth of Virginia's conflict of laws 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, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any other appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.
- (j) *Severability.* If any provision of this Agreement is conclusively determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then such provision shall be severed, and the remaining provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the Parties.
- (k) *Other Rights.* The Customer hereby grants to LS&S the limited right to use the Customer's name, logo and/or other marks for the sole purpose of listing the Customer as a user of the applicable goods or services in LS&S's promotional materials. LS&S

agrees to discontinue such use within fourteen (14) days of the Customer's written request.

(l) *Entire Agreement.* This Agreement contains the entire understanding of the Parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

(m) *Defined Terms.* Any term defined in this Agreement, including in any incorporated Schedule, shall have that meaning throughout the Agreement, including any incorporated Schedule.

Intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**CITY OF MANASSAS PARK, VIRGINIA  
SERVICES, LLC**

**LIBRARY      SYSTEMS      &**

By: \_\_\_\_\_  
Laszlo Palko, City Manager

By: \_\_\_\_\_  
Todd Frager, Chief Financial Officer

## **Schedule A**

### **Library Service Delivery Agreement**

#### **A. Statement of Work**

LS&S will administer the operations of the Customer's Library, including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by the Customer. In addition, LS&S shall:

- Work with the Customer's leaders to ensure compliance with Virginia law regarding public library formation.
- Help the Customer to obtain recognition from the Commonwealth of Virginia and qualify for state library funding.
- Establish a working relationship with the Librarian of Virginia and other Library of Virginia representatives, who will serve as resources for the Customer.
- If requested by the Customer, assist in the formation of the Customer's library board and the creation of its bylaws in accordance with Virginia law and thereafter work with the library board to engage with community leaders and the public to both raise funds for and increase exposure of the Library.
- Ensure the Library participates in the Metropolitan Washington Council of Governments' consortium for materials sharing.
- Develop, design, and host a Library website to provide a "virtual branch" for patrons and integrate the Library with ILS.
- Promptly following execution of the Agreement, promote the Library via Customer and LS&S websites, advertising, flyers, signage, and social media; and partnerships with other government agencies, nonprofit organizations, and local businesses.
- Leverage the Friends of the Library and library board members to advocate for the Library in the community.
- Establish partnerships with local schools to support curriculum and encourage Library visits, and provide library services and programs outside the Library premises to increase the Library's profile.

LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor LS&S deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S and is included in the Operating Budget (as defined below). LS&S shall have the sole and absolute right to hire, manage, evaluate and terminate the employment of the LS&S Staff from time to time to perform work under this Agreement. LS&S will provide the appropriate staffing levels to keep the Library open to the public for forty-eight (48) hours per week. The Library will be closed on some holidays and other days mutually agreed upon in writing by the Customer and LS&S.

Sample Hours, subject to change and agreement between LS&S and the Customer, provided that the Customer may direct a change in the hours if the total number of hours remains at 48 per week:

Mon - Thu 10:00 AM - 7:00 PM

Fri - Sun 10:00 AM - 2:00 PM

In addition, LS&S will develop an initial long-range plan for the Customer in cooperation with the Customer, elected and appointed local officials, other community stakeholders and the LS&S Staff ("Plan").

## **B. Scope of Work**

1. Governance. LS&S shall develop and maintain effective working relationships with local staff, elected officials, Library Board members (if applicable), other appointed officials and community groups such as the Friends of the Library (if applicable).
2. Fiscal Responsibility. LS&S shall:
  - a. Develop and maintain effective and efficient financial procedures.
  - b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
  - c. Lead preparation of annual operating and capital budget requests for use by the Customer DPR Director.
  - d. Continue to seek innovative means of adding value for the Customer at little or no additional cost, including researching and applying for library grants as appropriate.
3. Reporting. LS&S shall:
  - a. Prepare and provide regular reports to the Customer, describing Library activities and recommending changes in policies and operations as necessary and appropriate.
  - b. Prepare and provide timely statistical reports to the Customer on Library activities.
  - c. Prepare and provide annual statistical report to the Library of Virginia.
4. Staff Development and Coaching. LS&S shall:
  - a. Support the professional development of all LS&S Staff.
  - b. Provide leadership and guidance to maximize LS&S Staff effectiveness in Library operations.
  - c. The Library will be closed annually for an All-Staff training day on a day mutually agreed upon in writing by the Customer and LS&S.

5. Public Services. LS&S shall:
  - a. Provide prompt, friendly and accurate assistance in the use of the Library.
  - b. Provide prompt and accurate circulation information services.
  - c. Provide requested materials promptly.
6. Collections. LS&S shall provide high quality materials on a wide variety of subjects in varied formats that meet the needs of the community, according to established collection development plans.
7. Programming. LS&S shall provide high quality, effective programs of interest to all major demographic groups in the community.
8. Information Technology. LS&S shall, in cooperation with the Customer and the Customer IT Department (as defined in Schedule B), develop and implement short and long range plans to address the installation and support of sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.
9. Marketing. LS&S shall effectively disseminate information and promote use of the Library, resources and services.
10. Space Planning, Design, Renovation and Outreach. LS&S understands the paradigm shift surrounding municipal library design. LS&S will work in partnership with the Customer on positioning the Library for the future, and making it accurately reflect the community it serves. During the term of this agreement LS&S will assist the Customer in space and service planning for the transitional and potential new library facility in order to optimize and expand the Library's capacity. This will include a comprehensive needs assessment process as well as leveraging LS&S's expertise in technology and the latest trends and current and future best uses and best practices for libraries. LS&S recognizes the importance of building consensus amongst the stakeholders involved and will support community outreach and education efforts for public funding initiatives.
11. Facilities. LS&S shall work with LS&S Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

### **C. Library Materials and Materials Handling Fee**

On behalf and for the benefit of the Customer, LS&S will negotiate favorable discounts and prices from library suppliers for the purchase of all Library materials, which shall include, but not be limited to, books, periodicals, newspapers, microfilms, e-books and other electronic publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging, and processing costs (collectively, the "Library Materials"). The responsibility for Library collection development policies and selections will remain with the Customer. Working with LS&S, the Customer DPR Director will determine whether LS&S will acquire Library Materials and select vendors, or the Customer will use its own procurement process to acquire Library Materials and select vendors. LS&S will have sole

authority to place orders with the suppliers, and perform the accounting functions related to those orders, including prompt payment of the invoices for the same. In accounting for the cost of the Library Materials, LS&S shall include a fee of five percent (5%) of the cost of the Library Materials (the “Materials Handling Fee”).

#### **D. Excluded Costs**

The Customer shall be responsible for the following:

- (a) Any costs, expenses, damages or losses occurring prior to the Effective Date.
- (b) Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LS&S for its benefit shall be approved by the Customer and paid for by LS&S.
- (c) Support of all the Customer provided printers and copiers, including paper, toner, and maintenance and repair costs for all printers and copiers.
- (d) Any costs for unbudgeted repairs, maintenance, and/or upkeep of Capital Items owned by the Customer.
- (e) Any increases in the cost of any state or federal tariff items over the rate for such items prevailing as of the Effective Date.
- (f) Any increases in the minimum wage mandated by federal, state or local governments following the Effective Date, which are not included in the above compensation schedule and the Customer will be responsible for reimbursing LS&S for such increases. The Parties acknowledge and agree that the minimum wage rates specified in Schedule C, which is attached to and incorporated into the Agreement, shall apply as of the Effective Date.
- (g) Any patron accommodations for the Library required by the Americans with Disabilities Act (ADA) or any similar federal, state or local regulations.
- (h) LS&S will comply with established Customer processes and protocols for Library volunteers, including any required background checks. The Customer will determine the annual budget for background checks. LS&S will bill the Customer for the cost of background checks for any volunteers.

**E. Operating Budget and Charges**

| <b>Fiscal Year*</b> | <b>Charges (“Operating Budget”)</b> |                | <b>Min Library Materials**</b> |
|---------------------|-------------------------------------|----------------|--------------------------------|
|                     | <b>Period</b>                       | <b>Monthly</b> |                                |
| FY 2021             | \$250,000                           | \$20,833       | \$0                            |
| FY 2022             | \$257,500                           | \$21,458       | \$30,000                       |
| FY 2023             | \$265,225                           | \$22,102       | \$30,000                       |
| FY 2024             | \$273,182                           | \$22,765       | \$30,000                       |
| FY 2025             | \$281,377                           | \$23,448       | \$30,000                       |
| FY 2026             | \$289,819                           | \$24,152       | \$30,000                       |
| FY 2027             | \$298,513                           | \$24,876       | \$30,000                       |
| FY 2028             | \$307,468                           | \$25,622       | \$30,000                       |
| FY 2029             | \$316,693                           | \$26,391       | \$30,000                       |
| FY 2030             | \$326,193                           | \$27,183       | \$30,000                       |

*10 Year Term - Locked in at 3% versus 5-year renewal at 4%*

\* Each Fiscal Year runs from July 1 through and including June 30 of the following calendar year.

\*\* Total cost of Library Materials is not included in the Operating Budget and shall include the Materials Handling Fee. Commencing with FY 2022, funding for books and materials shall be determined by the Customer annually. The amounts listed in the above table reflect the minimum that LS&S recommends the Customer budget for books and materials. Expenditures for books and materials will be invoiced monthly as incurred and will include LS&S’s Material Handling Fee.

The Operating Budget is based on the proposed transitional library in the former clubhouse in Bloom’s Park, which is approximately 2,000 sq. ft. in size. The Operating Budget is contingent upon other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

| Start Up Cost                                |           |  |
|--|-----------|--|
| Description                                  | Cost      | Notes  |
| Furniture, Fixtures and Equipment*           | \$50,000  | Library specific movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, does not include cabling. |
| Opening Day Collection*                      | \$30,000  | Assumes 500 – 1,000 books, digital titles, digital audiobooks, periodicals and etc., the appropriate number for a startup 2,000 square foot space.           |
| Facility Design                              | \$10,000  |  |
| Technology*                                  | \$25,000  | 20 internet-enabled laptops, 2 desktop public computers, 2 staff computers, printer and copier and WIFI network  |
| Integrated Library System Software Migration | \$6,000   | Cost of setting up on Integrated Library System and importing data from Prince William County.   |
| Total Start Up Cost                          | \$121,000 | Above pricing is based on industry standards and LS&S experience; this quote can be revised once plans for the new library are final.                        |

\* The Customer reserves the right to acquire these items through its own procurement process at the Customer's sole discretion.

## F. Optional Services

LS&S offers the following optional value-added services:

- **Universal Service Fund (eRate) Application Program**

Although it is the sole responsibility of the Customer to understand and comply with all requirements of the eRate program and FCC rules, LS&S provides Universal Service Fund (eRate) consulting services for many of its customers. The federally-funded eRate program is complicated, but worthwhile in that it provides discounts (rebates) to eligible public, non-profit schools and libraries on their telecommunications services, more recently focused on broadband access and infrastructure, as long as the recipients follow all the rules and file all the appropriate paperwork. The LS&S client library discounts regularly total more than one million dollars each year across the libraries LS&S supports. LS&S can provide appropriate support should the Customer wish to have assistance with eRate filing, reporting, review of updated eligibility guidelines and services when released by FCC/USAC as well as review of appropriate forms, postings, and eligible billings for accuracy and completeness.

- **NOTE: the services are priced individually and are not included in Section E above.**

## **Schedule B**

### **Technology Support Services**

#### **Section 1: Purpose**

The purpose of this Schedule B is to set forth additional terms of the Agreement regarding the responsibilities of LS&S, acting through its LS&S Staff assigned to operate the Library.

#### **Section 2: Definitions**

The words and phrases used in this Schedule B shall have the same meaning as provided in the Agreement and/or Schedule A to the Agreement. In addition, the following words, phrases, and abbreviations shall have the following meanings:

“**ILS**” means Integrated Library System.

“**LS&S Department**” means LS&S’s Information Services Department.

“**LS&S Director**” means LS&S’s Director of Information Services or designee.

“**Customer IT Department**” means the Customer’s Information Technology Department.

“**Customer IT Director**” means the Customer’s Director of Information Technology or designee.

“**Library Director**” means LS&S’s employee serving in the position of Director of the Library.

“**Library Staff**” means LS&S’s employees, including the Library Director, assigned by LS&S to perform the on-site services provided by LS&S to Customer pursuant to this Agreement.

“**PC**” is the abbreviation used for “personal computer.”

“**UPS**” is the abbreviation for “uninterruptible power supply,” which is a device that provides battery backup when the electrical power fails or drops to an unacceptable voltage level.

#### **Section 3: Scope and Responsibilities**

##### **A. Administration and Management**

- (1) *Technology Coordination.* The LS&S Director and Customer IT Director will meet with the Library Director approximately every six (6) months, at a mutually agreeable date and time, to discuss technology needs, upcoming initiatives and any service or support concerns relating to Library operations.
- (2) *Technology Procurements.* LS&S shall be responsible for preparing the recommended standards and providing update or refreshment schedules for Customer-provided hardware and software, which must be approved by the

Customer. Customer shall be responsible for purchasing and replacing all Customer-provided computing hardware and associated peripherals, including desktop PC's, laptops, monitors, mice, keyboards, printers, copiers, fax machines, scanners, etc.

- (3) *Vendor service agreements and contracts.* LS&S will enter into and maintain applicable service agreements or support contracts on Customer-provided computer equipment. Customer IT Department will be responsible for maintaining equipment in good working order at all times, in accordance with the Customer's maintenance schedule and Customer IT Department level of services. Licensing will be appropriate and valid for the Library systems and software. Maintenance agreements and software support agreements will be kept current and accessible for support requirements.
- (4) *Technology planning and budgeting.* LS&S Department, in coordination with Library Staff, shall prepare and submit to the Customer IT Director a written annual technology plan (the "Technology Plan") that sets forth the needs of the Library and proposed technology solutions to meet those needs. Library Staff shall solicit and receive comments and suggestions from Customer staff and other interested parties identified by Customer in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LS&S, through the Library Director and the LS&S Department, and Customer shall work together to review and define the Library's technology needs for purposes of long-range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.
- (5) *Equipment inventory and lifecycle management.* Customer IT Department shall be responsible for maintaining and updating inventories of Customer-owned technology assets, including the software loaded on all Customer-owned computers, in accordance with the Customer's maintenance schedule and Customer IT Department level of services. Customer IT Department shall be responsible for picking up and properly preparing Customer-owned equipment for disposal, including a process for ensuring that all data is removed from the equipment. Customer IT Department will update the inventory and provide inventory revisions to the Library Director. All equipment inventory and lifecycle maintenance and updates will be determined by the Customer IT Director and completed in accordance with the Customer's maintenance schedule and Customer IT Department level of services.
- (6) *Audit and Review of Third-Party Network Connections.* Any third-party systems or connections into Customer's computer network must be pre-approved and will be subject to initial and periodic security review by Customer. Any required corrective actions will be implemented as determined, and closure will be confirmed, by the Customer IT Director.
- (7) *Internet content filtering management.* LS&S shall be responsible for:

- (a) Administering and monitoring the Internet Filter, in compliance with the Library Policy on Internet Access, that serves the Library patron computers; and
- (b) Providing annual support and maintenance costs associated with the filtering software for public terminals.

Library computers will run security software for protection against Web-based threats, such as malware, spyware, malicious sites, botnets and key loggers.

- (8) *Library website and URL namespace.* LS&S shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. Customer will maintain the annual renewal for the Library's URL namespace. LS&S shall be responsible for hosting the library website in accordance with service levels outlined below.
- (9) *Support requests.* Incidents or requests for support should be reported to the Customer IT Department Help Desk.
- (10) *Compliance with IT Department policies and procedures.* LS&S shall ensure that employees using Customer-provided computing technology and equipment adhere to all Customer technology usage policies, requirements and standards.
- (11) *LS&S user and email accounts.* Customer IT Department shall be responsible for creation and maintenance of all domain user accounts and email accounts related to the provision of the Services.
- (12) *Inventory lists; support matrix.* LS&S Department, Library Staff and Customer IT Department shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. LS&S Department and Library Staff shall also coordinate and cooperate with the Customer with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory. The initial inventory of installed software subject to this Section 3(A)(12) is agreed to be as set forth in Exhibit 1 to this Schedule B.

## **B. Customer Facility**

- (1) *Security cameras.* Customer IT Department is responsible for the configuration and maintenance of the security equipment at the Library.
- (2) *Technology equipment rooms.* LS&S Department is responsible for coordinating and working with Customer's facilities management department to maintain power, air conditioning, environmental monitoring of the functioning equipment rooms, and, once the permanent Library in the City's downtown is operational, UPS.

- (3) *Audio visual equipment.* Customer IT Department is responsible for providing maintenance and support for all new and existing audio/video systems in use at a standard library. Support includes: providing replacement projector lamps, supplies, or parts; repairs and preventative maintenance; and any necessary adjustments. LS&S shall be responsible for failures caused by improper operation, accidents, damage, misuse or abuse caused by a LS&S employee. Customer will be responsible for providing appropriate documentation and training on the proper usage of the equipment.

**C. Library Automation System**

- (1) *Polaris.* LS&S will work with the Prince William Public Library System to import the Customer's resident data from the Polaris Integrated Library System Software to the Customer's Integrated Library System Software.
- (2) *Automated Material Handling & Self Check In/Check Out Equipment and Tracking Solutions.* Specification of such hardware will be provided by LS&S Department, and Customer is responsible for providing the hardware to the Library.

**D. Desktop Computing**

- (1) *General.* All Customer-owned desktops and laptops will have antivirus and desktop management agents installed and maintained by Customer IT Department. Only software provided by or approved by Customer shall be loaded on Customer-owned computers. Any computer, server or network hardware provided by LS&S or any third-party must adhere to Customer standards before being connected to Customer-owned computer hardware or Customer's data network. Customer IT Department shall be responsible for ensuring that all Customer-owned equipment is well maintained and operated in accordance with the manufacturer's instructions and Customer's direction. LS&S shall be responsible for failures caused by damage, misuse or abuse caused by a LS&S employee.
- (2) *Staff computers.* Customer IT Department is responsible for the support of all Customer-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software; configuration and installation of operating system patches and updates; and troubleshooting of hardware, software or network connectivity problems. Customer IT Department will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage.
- (3) *Patron computers.* Customer IT Department is responsible for the support of all Customer-provided computers designated for use by library patrons, which shall include operating system patches and updates and troubleshooting of hardware, software or network connectivity problems.
- (4) *Other LS&S owned and provided hardware/software.* Library Staff shall be responsible for the support and maintenance of all LS&S-owned or provided hardware and/or software.

**E. Server Hardware and Operating Systems**

- (1) *Customer-provided Servers.* Customer IT Department is responsible for the support of all Customer-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems. Customer IT Department shall be responsible for the licensing, administration and maintenance of the business applications running on this hardware.
- (2) *LS&S-provided Servers.* LS&S shall be responsible for acquisition, licensing and maintenance of any LS&S-provided computing system or service. Any computer, servers or network hardware provided by LS&S or any third-party must be pre-approved by the Customer IT Director and adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network.

**F. Telephony, Network, Internet, and Printers**

- (1) *Customer network connectivity (to facility and to staff).* Customer IT Department is responsible for the maintenance and operation of all Customer-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.
- (2) *Wireless network connectivity.* Customer IT Department is responsible for the maintenance and operation of all Customer-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.
- (3) *Customer internet connectivity.* Customer IT Department is responsible for the maintenance and operation of Customer-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, Customer provides internet connectivity for the use of library patrons and Library Staff computers.
- (4) *Telephone system.* Customer IT Department is responsible for the maintenance and operation of all Customer provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.
- (5) *Printers and Copiers.* Customer IT Department is responsible for the support of all Customer provided printers and copiers which are designated for use by library patrons. Customer shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

## Exhibit 1 to Schedule B

Software used in Library: TBD

| <b>Software</b>  | <b>Operational<br/>Responsibility</b> | <b>Financial<br/>Responsibility</b> |
|------------------|---------------------------------------|-------------------------------------|
| <b>Polaris</b>   | LS&S w/Customer IT Department support | Customer                            |
| <b>Windows</b>   | LS&S w/Customer IT Department support | Customer                            |
| <b>MS Office</b> | LS&S w/Customer IT Department support | Customer                            |

### **Schedule C**

Virginia's state minimum wage rate is \$7.25 per hour. This is the same as the current Federal Minimum Wage rate. The minimum wage applies to most employees in Virginia, with limited exceptions including tipped employees, some student workers, and other exempt occupations.

The Virginia minimum wage was last changed in 2008, when it was raised \$0.70 from \$6.55 to \$7.25. Virginia adopts the current Federal Minimum Wage by reference, and does not set a state minimum wage rate. Virginia's minimum wage statutes are only applicable to companies with four or more employees, and any employee who is exempt from the Federal Minimum Wage under the Fair Labor Standards Act (FLSA) is also exempt from Virginia's minimum wage laws.

Virginia employers may not pay employee less than \$7.25 per hour unless the employee or occupation is specifically exempt from the minimum wage under state or federal law.

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Office of City Manager-Project Manager

**MEETING DATE:** February 18, 2020

**AGENDA ITEM 9B**

**SUBJECT/TOPIC:** Blooms Office Renovation Construction Build Contracts

### BACKGROUND

Currently the City is in the process of preparing for renovations of office space for administrative use within the Blooms Park facility. The facilities planned renovation will provide office space and operational assistance for the Voter Registrar's Office, to be used for the 2020 Presidential Elections. The renovations must be completed by the end of July 2020.

As part of Phase 1: a professional design team is currently developing office space and facility design plans.

As part of Phase 2: City staff has prepared an Invitation to Bid seeking competitive proposals and bids from various local building contractors for construction, renovations, and complete build out of the Voter Registrar's Facility Project, prior to the start of actual construction.

In order to initiate Phase 3: the time sensitive construction start phase of the renovation project, City Staff will need to procure the services of various authorized building contractor(s), for the completed renovation of approximately 5,000 square feet of office space and storage.

Specifically, the granting of authorization by the Governing Body for the City Manager to select and award (Phase 3) construction build contracts from authorized contractor(s), for the Phase 3, renovation, and build out of the facility, will provide staff and City approved contractors the ability to initiate the following:

- ✓ Obtain required building permitting in timely manner,
- ✓ Initiate and complete actual construction and renovation of existing building in timely manner.
- ✓ Allow for future alleviation of current office space limitations, operational deficiencies, and security/storage issues related to the Voter Registrar's Office.
- ✓ Provides for Voter Registrar's IT Support, Procurement, Equipment, and Services
- ✓ Provides for Voter Registrar's Miscellaneous Equipment and Furnishings Procurement.

Authorization for the City Manager to award and sign a construction build contract(s) will provide staff the ability to move forward with the renovation project in a timely, efficient manner.

|   |                   |   |
|---|-------------------|---|
| <b>FINANCIAL IMPACT:</b><br><br><b>Contract(s) Total: \$245,000<br/>(Not to Exceed)</b> | Budgeted:         | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
|   | Amount Budgeted:  | \$275,000   |
|   | Amount Spent:     | \$ 30,000   |
|   | Amount Requested: | \$245,000 (Not to Exceed)   |
|   | Budget Line Item: | 302-94100-0278-00-00-00 Blooms<br>Park Facilities Improvements      |

**STAFF RECOMMENDATION:**

That the Governing Body authorize and grant the City Manager authority to sign a Construction Build Contract Agreement(s) for (Bloom Interior Office Space and Exterior Renovations), not to exceed \$245,000, pending document review by the City Attorney.

|   |   |
|---|---|
| <b>CITY MANAGER APPROVAL:</b>   | <div><div><i>Laszlo Palko</i></div><div>Laszlo A. Palko</div></div> |
| <b>CITY ATTORNEY APPROVAL:</b><br>Required: _____ Not Required: _____ | <div><div></div><div>Dean H. Crowhurst</div></div>                  |

**ATTACHMENTS:** None.