



City of Manassas Park
 Governing Body Agenda
 May 1 2018 at 7:00PM
 1 Park Center Court

Item #	Description	Page #
1	Approval of Agenda	
2	Moment of Silence/Pledge of Allegiance	
3	Public Comment Time	
4	Presentations/Recognitions: None	
5	Information Items	
6	Consent Agenda	
6a	Approval of Minutes: April 3, and April 17, 2018	01-19
6b	Social Services Advisory Board: Appointment of Tenille Maynes: four year term	20-20
6c	Planning Commission: Youssef Takhassaiti: unexpired term December 31, 2020	
6d	Board of Equalization: Kevin B. Fennell: Recommendation to Circuit Court: unexpired term June 30, 2019	
6e	Board of Zoning Appeals: Recommendation to Circuit Court: Oscar Jamilla: Five Year Term: March 31, 2023	
6f	Streetsense Contract	24-42
7	Unfinished Business: None	
8	New Business:	
8a	Work session on Budget: 1. Treasurer 2. Commissioner of Revenue 3. Registrar 4. General Discussion on Budget	
9	Manager Update	
10	Closed Meeting: State Code: VA Freedom of Information Act: Sec 2.2-3711a: Paragraph 8 Consultation with Legal Counsel	
11	Return to Open Meeting	
12	Certification of Meeting	
13	Adjournment	

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 6a

REQUESTING DEPARTMENT City Clerk

MEETING DATE: May 1, 2018

SUBJECT/TOPIC: **Approval of Minutes** *April 3, and April 17, 2019*

Approval as presented or noted corrections

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

ATTACHMENTS Minutes

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, APRIL 3, 2018 AT 7:00PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

Roll Call

Present

Jeanette Rishell, Mayor
Preston Banks
Michael Carrera
Donald Shuemaker
Hector Cendejas
Miriam Machado

Absent

Suhas Naddoni, Vice Mayor

Staff

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

1. Approval of Agenda:

MOTION: Councilmember Carrera moved to approve agenda as presented.

SECOND: Councilmember Cendejas

VOTE: Yes: Carrera, Cendejas, Banks, Machado, Shuemaker Rishell

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

3. Public Comment Time: None

4. Presentations/Recognitions: None

5. Information Item: None

6. Consent Agenda

6a. Approval of Minutes: March 20, 2018

**6b. Manassas Park City Schools: Fourth Quarter Appropriations:
\$11,300,603**

6c. Ordinance _____ Surplus Equipment

MOTION: Councilmember Shuemaker moved to approve Consent Agenda as presented.

SECOND: Councilmember Carrera

VOTE: Yes: Shuemaker, Carrera, Machado, Banks, Cendejas, Rishell

7. Unfinished Business: None

8. New Business:

8a. City Manager Proposed FY2019 Budget: Laszlo A. Palko, City Manager:

Copy of presentation made part of the record.

The City Manager is submitting his Fiscal Year (FY) 2019 Proposed Budget. Included are balanced budgets for the City's General Fund, Capital Improvement Plan (CIP), and Enterprise Funds (Water & Sewer, Solid Waste and Storm Water Management) along with 10-Year Financial Models for each Fund. The 10-Year Model will be updated each year and will be incorporated into the City's future Strategic Plan.

The 10-Year Financial Model informs the Governing Body, Management, and Residents of the health of the City's finances. It allows city to take steps to deal with structural deficits, funding a strong reserve position, managing debt, developing a competitive pay plan, funding needed FTEs, cutting taxes, and more. Overall, our current financial position is weak. We are in a dangerous position where we will struggle to deal with a recession prior to FY 23. The reason for this is two-fold: 1) Too much historic debt; & 2) A weak economic revenue base. To address this, the 10-Year Model does not incur new General Fund Debt in order to work towards a Debt to Operating Budget Ratio of under 10%. The 10-Year Model provides an initial conservative forecast of economic development revenues (starting in FY 23) associated with City Center Phase III Development- City Square, which the City has taken initial steps to hopefully have implemented by FY 23. Through a disciplined financial approach and robust economic development strategy, the City can pull itself out of its current position and have a healthy financial position in the future to fund its priorities. The budget for Manassas Park City Schools are in a separate document (found on their website) and not included here. The City's General Fund budget includes a transfer to Schools and to the City's Debt Service Fund for the required debt service payments for School debt.

Overall, City Manager was able to accomplish 9 out of the top 10 Governing Body priorities:

Priorities	Total	Done
Balanced Budget	Very High	✓
Ensure long-term financial sustainability and that City can pay debt and contractual commitments	Very High	✓
Prioritize Financial Management practices and capabilities	Very High	✓
Maintain strong core services (police, fire, schools)	Very High	✓
No Tax Increases	Very High	✓
Possible increase for the School Division, or at the very least, no reduction to their resources	High	✓
Conservative Revenue Forecasting	High	✓
Ensure Enterprise Funds are self-sustaining	Less High	✓
Determine what should be added/removed to/from the CIP, or if the status of any item should be changed	Less High	✓
Provide City employees with a 2% cost of living adjustment or merit step increase	Less High	✗

City Manager was unable to budget a 2% cost of living adjustment, but did budget for employee bonuses for this FY, followed by pay increase strategy across the next few FY's to increase competitive pay while maintaining a balance budget, allowing for tax cuts, and funding reserves. City will get more aggressive after FY23 and beyond.

General Fund (GF):

Operations-

Although the General Fund budget is increasing by a total of \$223K- or .50% from FY 18, debt service payments are increasing by \$721K - or 7.2%. This means that the budget actually decreased by roughly \$500K from FY 18 when not counting debt payments.

Other General Fund highlights

- An increase in real estate property values of 6.3%. The increased assessment values for Apartments nearly matches increased assessment values of all other residential properties combined.
- Although Revenues from Real Estate, Personal Property, & Sales Taxes all grew, a more realistic & conservative forecast to all other revenues resulted in only a \$223K increase in City revenues.
- 10 Cent Real Estate Tax rate reduction over the 10 Year Model is proposed.
- Pay Bonus Plan for FY 19, followed by a 25% total pay increase strategy over the 10 Year Model.
- Healthcare insurance cost increase of 9% in addition to increases from accurate accounting addressing previous budget errors of how healthcare costs were budgeted.
- No GF subsidies to the Enterprise Funds.
- Proposal to Schools to share Facility Manager & partner with a Parks & Rec employee to form Facilities Division, saving Schools \$70K & providing us with capability that doesn't currently exist.
- Replacing Economic Development Coordinator FTE for Accounts Receivables Manager FTE.

CIP-\$940K cut from Capital spending in FY 19 (when not counting Transportation projects which are funded by VDOT, PRTC, and NVTA revenues) in order to balance the budget. The City Manager will go over CIP budget in detail on April 17, 2018.

Debt-Debt Payments reach all time high in FY 19 of \$10.75M, which is more than the City spends on Public Safety and more than the City spends on all of its Line Departments net of revenues they generate.

Reserves-This Budget outlines the types of Reserves the City should have (Operating, Rainy Day, HR, and Asset Management) and develops a funding strategy for reducing the funding gap by over 75% by FY 28.

Enterprise Funds: Water & Sewer Fund-The Water & Sewer Fund budget presented is balanced with a decrease in the budget size by 9% due to a reduction in Capital Spending. Despite a \$4M surplus in Water & Sewer reserves, the City cannot ramp up Capital Spending as previously planned due to the weak GF Cash position. No contribution reserves.

Large Capital spending projects have been shifted back until the City's cash position improves in FY 23. There are no Water & Sewer Rate increases in FY 19, and average annual rate increases equal 1% over 10 years.

City will be able to hold rates steady until FY23 when capital spending ramps up. Rate increases average under inflation for 10-year model. W&S Rate study and Asset Management Plan needed. Water Debt drops by nearly \$300K in FY23 and holds steady. UOSA Debt grows until FY27 and then drops by almost \$800K in FY30. City needs to plan for eventual capacity purchase at UOSA.

This budget does not develop & integrate Asset Management Plan, fully fund GF Reserves and needed additional positions & Capital Integrate Performance Goals, Business Processes, and Activity Costs

Storm Water Management Fund and Solid Waste Fund-Fund is balanced in FY 19 with a reduction in Capital Spending and no rate increases. Annual rate increases across the 10-Year Model average 5% per year, which when combined with \$8M in borrowing after FY 23 (preferably Revenue Bonds tied to the Fund) funds over \$12.5M in CIP spending as mandated by the EPA and DEQ to meet pollutant reduction requirements. This \$12.5M in spending is over half of the mandated spending required to meet goals. Overall budget increase of 4% to equip stormwater team. Fee increases are necessary to cover the mandated projects required to reduce storm water pollutants per DEQ/EPA mandates. Even with these fee increases and borrowing \$8M, the city is able to fund just over half of the required projects. The large increase in FY24 is attributed to borrowing to fund mandated TMDL reductions. There are no reserves. Just enough cash so that the General Fund does not subsidize the fund and it has enough for mandated capital spending. Something must be done to reduce mandated burden on city. The City should contact state representatives for help with this mandate.

Solid Waste Fund is balanced in FY 19 with a 10% increase in rates (\$1.93 increase in resident bills per month). This increase covers a budget error in under budgeting contract costs associated with collection of trash. This increase is necessary to avoid sending a General Fund subsidy to the Solid Waste Fund that the General Fund cannot support. Average rate increases across 10 years is 4% or between \$7-\$8 in additional amounts billed per year starting in FY 20. Even with the 10% increase in FY 19, Trash rates remain \$5 less per month (\$60 per year) than the City of Manassas. Contracted services was under budgeted by nearly \$50K previously. Street sweeping support now reimbursed by Stormwater Fund. Rate can be reduced by elimination of hazardous waste days.

When including Capital-line department (police, fire, social services, community development and parks & recreation) reductions totaled over \$620K from FY18 in order to balance the budget. \$223 "increase" despite \$721K debt payment increase.

Total budget increased by only .50% despite spike in debt payments-done via massive reductions in capital spending and keeping everything else flat or decreased. Bonus provided to employees with net increase of one FTE for Accounts Receivables as city works to be audit compliant.

Majority of city revenues are coming from property taxes (\$32.0 million 72%). City needs to increase economic development taxes (\$3.6 million 8%).

City is spending more on debt (\$10,745,989) than public safety (\$7,715,014) and more than the City spends on all of its Line Departments net of revenues they generate.

Regional services takes up a large amount of tax dollars (\$2,777,286 6.2%).

Economic Revenue Growth Rates: -Total Revenue Growth to FY 28 from FY 19: Sales Tax grows by 85%. BPOL doubles. Meals Taxes triples. By FY 28 we will be at City of Manassas proportion of development for FY 17. At FY 19 growth rates-retail & restaurant revenues would double by FY 26. FY20-22 conservative forecast due to recession concerns.

EMS Rate Increase Proposed:

FY 19	Mileage	BLS	ALS	ALS2
CMP	\$12.00	\$500.00	\$600.00	\$700.00

Note: Revenues have been steadily declining as insurance companies move to higher deductibles. To recover our costs, we need these rate increases. City of Manassas reviewing same revenue increase strategy.

Debt- this Budget outlines the types of Reserves the City should have (Operating (180 days cash on hand), Rainy Day (10% of budget), HR (10% of personnel budget), and Asset Management TBD Asset Management Plan but 5% of Asset Values) Operating Cash Fund critical to being able to fully separate GF from W&S Enterprise Fund from Cash perspective. This will allow the W&S Fund to spend its fund balance on critical Capital Projects. City Needs Asset Management Plan to strategize Capital 3RM and long-term \$ requirements. Develops a funding strategy for reducing the funding gap by over 75% by FY 28. Debt payment decreases by \$2.2 million in FY2023 (7% point drop). Although Fund Balance size remains low until FY 26, starting in FY 23 the city will have flexibility to make adjustments if needed due to decrease in debt payments.

City Manager's fiscal policy recommends that city have a 10% debt ceiling debt to operating budget ratio. He does not recommend borrowing until city gets to 5% debt ceiling.

In the future, the city will have to invest heavily with major facility renovations to police, fire, schools, and parks & recreation. There is no point in investing in current city hall when we have invested so much debt for these other facilities. We need to get out of City Hall. The City Manager will present ideas in the next few months for what can be done.

Two FTE's in public works may not be filled but instead be replaced by Deputy Community Development Director & Facility Manager. Eliminate economic development position and replace with accounts receivable position. City Manager is looking to save schools \$70K by sharing Facility Manager. This Unfunded Capital does not include major facility repairs that are needed as estimates will need to be developed once we have a Facilities Manager.

Just like for Desired Unfunded Positions, the City will need to develop strategy for funding these projects including development, trade off with reserve funding, and other tradeoffs (taxes, pay raises, etc.). Hopefully revenues will come in stronger than conservatively forecasted so projects can be funded. City needs Asset Management plan to strategize Capital 3RM and long-term \$ requirements. Fund amount determined by 5% of 2015 CAFR Asset Valuation.

After 2023, the city will have flexibility to deal with contingency because of the dramatic drop in debt payment. Right now, they do not.

As part of the FY 19 Budget process, the City Manager tasked City Departments to develop their Budget requests based on the Zero Based Budget Model discussed at the Governing Body Retreat. Department Directors submitted their budget requests based on Must Haves, Need to Haves, and Nice to Haves.

Spending (not including Schools) for Must Have Items totaled \$19M. When combining Must and Need to Haves (and Schools) into one budget ("Base Budget"), it was determined that the City was in a \$900K deficit (operating and capital) in FY 19 & \$400K deficit in FY 20. The steps taken in the City Manager Budget balances the budget and sets a strategy to get us closer to our Base & Desired (Nice to Have) Budgets.

City Manager Closing Comments: Developing these budgets was a long and difficult process for City Staff. He thanked all City Employees involved in this process for their hard work and dedication to our City. These 10-Year Models & multiple budgets enabled a thorough analysis of our finances & a strategy for improvement. He thanked the Governing Body for providing their guidance for this process, for their continued support of City Employees, and for their tireless work serving our residents.

Development Opportunities:

Park Place Senior Apartments: Size: 8 acres



Why Senior Housing? • No Impact on Schools • Medicare Reimbursement-EMS • Daytime Shoppers/Dining • Different Traffic Patterns • Strong Market Value • City considered one of the best Cities in Virginia to retire

East Side: Parcel Id: N: 3.1 acres and O 6.8



Benefits: • Replicates an existing use • Require Developer to make improvements to Signal Hill Park (\$2.5M Value) • Sale Value added to Reserve Fund • Positive Operational Fiscal Impact from assessments and no impact on school + Medicare reimbursements

West End: Parcel ID A-10.1 Acreage B&C 14.3 acreage and D 1.5 acreage



Benefits: Potential Retail use next to Post Office
Require Developer to make improvements to remaining portions of Costello Park + Cash for Community Center improvements needed to enable partial retrofit for portion of City Hall
Positive Operational Fiscal Impact from assessments and no impact on school + Medicare reimbursement

Golf Course: Parcel P 83.7 acres, Parcel Q 100.6 acres, and Parcel R 6.26 acres



Benefits

- Require Developer to perform Stream Restoration (\$7M+ value or more) to help achieve TMDL reduction requirements.
- Positive Operational Fiscal Impact from assessments and no impact on school + Medicare reimbursements
- Sale Value added to Reserve Fund

Development Opportunities:

Give us the best chance to have a fully funded Reserve position, FTE workforce, Capital Program allowing the City to be able to fund needed renovations that will need to occur in the 2030's and 2040's

Increased funding for Schools, increased pace and scale of Pay increases for employees and increased pace and scale of Tax cuts for residents and a stronger chance to have robust and sustainable economic development, which enables all of the above.

9. Manager Report:

The City Manager introduced Subeyr Sagal, new IT Project Manager to the Governing Body.

10. Closed Session: State Code: VA Freedom of Information Act: Sec 2.2-3711a: There is no closed meeting scheduled

11. Return to Open Session

12. Certification & Action out of Closed Meeting if Necessary

13. Adjournment: 9:20 pm:

MOTION: Councilmember Shuemaker

SECOND: Councilmember Cendejas

VOTE: Unanimously passed

Approved May 1, 2018

Jeanette Rishell, Mayor

Lana A. Conner, City Clerk

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, APRIL 17, 2018 AT 7:00PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

Roll Call

Present	Jeanette Rishell, Mayor Suhas Naddoni, Vice Mayor Preston Banks Michael Carrera Donald Shuemaker Hector Cendejas Miriam Machado
Absent	None
Staff	Lana A. Conner, City Clerk Laszlo A. Palko, City Manager Dean Crowhurst, City Attorney

1. Approval of Agenda:

MOTION: Councilmember Shuemaker moved to approve agenda with noted change: Item 6c and 6d removed from Consent Agenda and addressed as 8a and 8b under New Business per request of City Attorney.

SECOND: Councilmember Carrera

VOTE: Yes: Shuemaker, Carrera, Cendejas, Banks, Machado, Rishell

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

3. Public Comment Time: None

4. Presentations/Recognitions:

4a. People Incorporated, Robert G. Goldsmith, President and CEO:

He presented the 2017 People Inc. Annual Report to Governing Body. If they have questions or ideas, please contact him. He thanked the Governing Body for the appointment of Randi Knight to this Board. The dental clinic program that he was asked about at the last meeting with Governing Body is still being considered. They have not agreed on what direction they want to go and the clientele they want to focus on.

4b. Proclamation Child Abuse Prevention Month: Randi Knight, Director of Social Services and Jacqueline Prescod, Family Specialist Supervisor:

MOTION: Councilmember Shuemaker moved to approve Proclamation.

SECOND: Councilmember Machado

Ms. Knight showed the Governing Body a video about the Child Protection Partnership.

VOTE: Yes: Shuemaker, Machado, Banks, Carrera, Cendejas, Rishell

5. Information Item: None

6. Consent Agenda

6a. Approval of Minutes: No minutes

**6b. Social Services Advisory Board: Appointment of Jean Dellinger:
Four Year term**

MOTION: Councilmember Shuemaker moved to approve Consent Agenda as presented.

SECOND: Councilmember Machado

VOTE: Yes: Shuemaker, Machado, Banks, Carrera, Cendejas, Naddoni, Rishell

7. Unfinished Business: None

8. New Business:

8a. Consent to Assignment of Deed of Ground Lease and Parking Agreement: TNHYIF REIV Hotel, LLC

8b. Lessor Estoppel Certificate: TNHYIF REIV Hotel, LLC

The City Attorney stated this was removed from Consent Agenda because the eventual owner of Park Center project has been changed. No consent required per ground lease but they wanted to make sure as a caution. They are required to issue the Estoppel Certificate. City Attorney recommends approval.

MOTION: Councilmember Shuemaker moved to accept recommendation of City Attorney that you approve the consent to assignment of Deed of Ground Lease and Parking Agreement and Lessor Estoppel Certificate for the sale of the Park Center project and authorize the Mayor to sign.

SECOND: Councilmember Cendejas

Councilmember Shuemaker stated he hopes this new business will run a vibrant business in the city center.

VOTE: Yes: Shuemaker, Cendejas, Banks, Carrera,

8a. City Manager: Work session on CIP Budget Presentation FY2019:

The City Manager stated they are pushing back many capital projects because of funding and the need to balance the budget.

Manassas Park Police Department: Colonel John Evans:

Three (3) Projects:

*Public Safety Mobile Command Center EOC Center: Total funding over five years (\$500,000) with lease purchase agreement FY2021 – FY2024. Emergency Operations Center and Communications Center have no backup but this vehicle would give city that capability.

*Police E-911 – ECC Dispatch: dispatch and Next Generation E-911 Support. Total Cost \$450,000 FY2023-FY2024 Existing equipment reaching end of life. System must be compatible with region.

*Police Computer Aided Dispatch and E-911 Support. Total cost \$254,000 FY 2024 – FY2025. If the software company stops supporting the equipment, and it reach end of life, purchase date will have to be moved up. A fire truck listed in CIP may have to be pushed back if this happens.

Pictures on roof leak of electrical room and other parts of police department, which could impact police operations. Police department ran on generator for two days. Parking Lot pavement will have to be reviewed,

Fire Department: Chief David Dixon:

*Radio Communications Upgrades \$18,555 FY19. Existing system obsolete not FCC compliant with change in band width (new)

*Replace Air Compressor Project Cost \$9,607 FY15-FY19 Current contract ends FY19. Ongoing

*Replace Self-Contained Breathing Apparatus: Cost \$29,900 FY15-FY19 Current contract ends FY2019

*Fire Truck Replacement: Cost \$97,835 (final payment on lease) New FY18-FY21 Current contract ends FY2021

*Radio Communications Upgrades: Cost \$17,445 FY2020. Upgraded will not work with 4G MDCs

*Ambulance Replacement: Replace 2009 model Cost \$300,000 FY21 lease purchase agreement

*Fire truck Replacement: Replace 2008 Cost \$800,000 Lease start in FY22

Jay Swisher, Parks and Recreation Director:

*Signal Hill Park Trails Project Cost \$109,746.00 FY20

*Retaining Wall Demo & Rebuild-Costello Park Project Cost \$78,000.00 Timeline: FY 21. Structural integrity of the wall is gone. Wall is over 45 years old. There are other options with the segmental wall. Look at moving to another location in Costello Park

*Recoat Indoor Pool Deck Project Cost \$13,468.00 FY 22 (originally submitted for FY 20, but unable to fund due to budgetary constraints)

*MPCC Main Parking Lot Surface Work Project Cost: \$24,375.00 FY 22 (originally submitted for FY 19, but unable to fund due to budgetary constraints)

*MPCC VCT Floor Care Project Cost \$9,180 Timeline: FY 23 (originally submitted for FY19 and FY21, but unable to fund due to budgetary constraints)

* Accelerator Pump Replacement (SBWP) Project Cost \$12,000.00 FY 20

* Remove/Replace Perimeter Caulk (SBWP) Project Cost \$19,000.00 FY 23 (originally submitted for FY20, but unable to fund due to budgetary constraints)

* Project Description: Whitecoat Replacement (SBWP) Project Cost: \$60,000.00 FY 23

* Project Description: Chemical Feed Controller Replacement (SBWP and MPCC) Project Cost \$25,000.00 Timeline: FY 22. Internal controls in a corrosive aquatic environment

* Project Description: Wellness Center Equipment Purchase (MPCC) Project Cost: \$121,000.00 FY 20 Replace all existing cardiovascular equipment (24) with new units. Starting to have many maintenance issues

Playground at Signal Hill Park is not in good condition and needs work but was pushed back because of budgetary constraints.

Councilmember Shuemaker stated they have to pay yearly assessment at Golds Gym, which is used for upgrading the equipment. Has the city thought about this? The Director believes that the better way is to lease equipment not buy it.

Signal Hill Park: staff is looking at an agreement to lease baseball field to a Cricket league.

IT: Don Spady:

*Keystone Implementation (ERP) Financial Software Cost \$100,000 FY19. Focus is on Audit. Get Keystone to a more acceptable functional level as part of continued implementation. Research & RFP process for a new ERP system if needed.

*Windows 10 Professional Upgrade: Project Description: Procurement of Microsoft 1 Windows 10 Professional licenses for the remaining 70 CMP workstations to be upgraded from Windows 7 Professional to Windows 10 Professional. Project Cost: \$10,000 Timeline: FY19. End of support for Windows 7 is January 14, 2020. No more security updates for this OS. This would put the CMP IT infrastructure in a vulnerable state.

*IT- Cisco Consulting Support Network configuration changes and enhancements for the CMP enterprise network. Project Cost: \$15,000 Timeline: FY19 These enhancements included security, administration, network performance, management, VLANs, IPs and Quality of Service on the Cisco Core and Edge network switches at all sites. This project includes the utilization of a Senior Cisco Certified network engineer to implement the recommendations identified after the Core Switch Refresh Project.

*IT-Refresh Cisco Firewall Replace Cisco ASA at PD. Project Cost: \$4,000 Timeline: FY19. The existing Cisco ASA 5520 firewall at the Police Department is end-of-life in September 2018 and no longer supported (i.e. software support, hardware replacement) by the manufacturer Cisco Systems. This project is for the technical refresh of this Cisco ASA 5520 firewall with a Fortinet Unified Threat Management (UTM) Security Appliance. The CMP IT Department refreshed other aged Cisco Firewalls in FY17 and standardized on the Fortinet UTM Security Appliance.

*IT- Microsoft Office365 Government Switching from onsite Exchange to cloud Office 365. Project Cost: \$62,407 then \$38,100 annually Timeline: FY22 Eliminates the single-point-of-failure (SPOF) of the current premise-based email server. Offers high availability and redundancy for email with access to email from any location. Supports CMP's Disaster Recovery Plan and Continuity of Operations in the event of a disaster at City Hall. Satisfies Government Compliance and email archiving requirements

*IT- Cyber Security Assessments. Project Cost: \$7,723 Timeline: FY20 It is recommended that the IT Department perform additional cybersecurity Assessments on a regular basis to minimize the risks of a CMP network breach, as well as educate CMP end-users. These Cyber Security Assessments could for example include cyber threat assessments with automated tools/utilities, security penetration testing, email phishing attacks, and social engineering assessments. There are several parts to the one event.

*IT- Workstation Replacement: Project Cost: \$158,272 Timeline: FY21

Justification: We can lease out new equipment or purchase the current ones at the fair market value. They are working on getting more laptops for everyone.

*IT- Surveillance Camera Community Center: Install an IP Surveillance camera system for Community Center Project Cost: \$25,000 Timeline: FY20. The City of Manassas Park Community Center security camera system is non-operational. The camera system will be the same system that the Police department uses. It will tie back to dispatch to be monitored.

*IT- Surveillance Camera Garage: Install an IP Surveillance camera system for Garage Project Cost: \$15,000 Timeline: FY21. The City of Manassas Park Garage security camera system is non-operational. The camera system will be the same system that the Police department uses. It will tie back to dispatch to be monitored.

*IT- Surveillance Camera Install an IP Surveillance camera system for Signal Bay Park Project Cost: \$7,000 Timeline: FY22. Justification: The City of Manassas Park Signal Bay Park security camera system is non-operational. The camera system will be the same system that the Police department uses. It will tie back to dispatch to be monitored.

IT- Surveillance Camera: Project Cost: \$20,000 Timeline: FY20 Justification: The City of Manassas Park Fire Department security camera system is non-operational. The camera system will be the same system that the Police department uses. It will tie back to dispatch to be monitored.

IT- Surveillance Camera: Project Cost \$15,000 Timeline: FY21 Justification: The City of Manassas Park Public Works Department security camera system is non-operational. The camera system will be the same system that the Police department uses. It will tie back to dispatch to be monitored.

*IT- Dark Fiber Network: Implement a dedicated, private fiber network backbone at city site locations. Project Cost: (Estimates needed) don't have figures from Comcast. Timeline: FY23. Manassas Park's Private Dark Fiber Project includes defining the private fiber network connectivity requirements and feasibility for the city to include the locations of City Hall, Police Department, Fire Department, Public Works and Parks and Recreation, as well as other city locations such as Signal Hill, water towers, traffic signals, etc. where network connectivity is required. In addition to identifying the city locations, additional fiber network connectivity requirements will be identified such as demark locations, type of fiber, fiber connection types, quantity of fiber, etc. This will be documented and used as input into the development of a Request for Proposal (RFP) for qualified offers' to price and bid the installation and implementation of the private dark fiber network backbone for the city.

Community Development: Calvin O'Dell, Community Development/Public Works Director:

*Conner Drive Extension: Design and reconstruction of Conner Drive between Euclid Avenue and Rt. 28 (Centreville Rd.). The project will provide an alternate access to the downtown redevelopment district from Rt. 28, and preclude backups on Manassas Drive. Project Cost: \$1,400,000.00 Timeline: Preliminary Engineering - Currently at 90% Right of Way - Ongoing through October 2018 Advertisement and Construction - May 2019.

These projects are NVTA 30% Funds. With the current spending plan, we have an issue in FY21. City is not sure about the health of our PRTC motor fuels tax. City will have to juggle transportation expenditures, which could mean delay of milling and paving which comes out of these funds. There is a gas tax bill floor legislation pending which would increase the health of PRTC funding. Both funds are in a state of flux. By 2023 city will be paying out of pocket subsidies. No new resolutions will be brought forth for encumbrances until the city has a better understanding of the health of the funds.

Mayor Rishell made the following comments on PRTC funding: Calvin, your funding projections seem to be very cautious and I want to thank you for that caution, particularly regarding the PRTC gas tax. Yes, a floor for the motor fuels tax was established, and it was pegged to the price of fuel as of February 20, 2013. This was voted on, passed and signed by the Governor. It was HB768. However, as of right now, a part of the Metro bill contains a diversion of gas tax revenue. This is not yet written in stone because the Metro bill, as of today, is not yet finalized. But as it stands right now, the VRE is designated to receive about \$15 Million off the top. The mechanism for this to work is that this gas tax revenue will go to the PRTC and then each month the PRTC will calculate about one twelfth of the revenue and direct that to the VRE.

So there is a level of uncertainty attached to this. We have no way of knowing if increasing the floor in the gas tax will compensate for what will be directed to the VRE, or if we will actually lose on this deal. There is also another wild card. According to statute there will be a distributor charge and it will be calculated per gallon. The information that I have indicates the state calculations used a distributor charge of 50 cents per gallon. My understanding is that the DMV will study this charge and make a recommendation as to whether its too high, just right, or whatever. I have heard concerns that the state over-projected the distributor fee in order to intentionally increase the price, in order to produce high revenue estimates. These high revenue estimates then in turn would be used to justify directing the funds to the VRE instead of looking elsewhere for VRE funding. Depending on what distributor charge is chosen, this method could help us or hurt us. This is not the first, nor will it be the last time, such "arrangements" will be made regarding revenue. So this is yet another reason that the City should not set up recurring costs, which go into the future. We have to be very careful financially.

*Upper Kent Drive Reconstruction: applied for revenue in the fall (Moseby Culvert) and culvert under Manassas Drive at Railroad Drive. State did not have enough money to match the request so they are not offering the city a full 50% match except for Moseby. City may have to adjust CIP depending on VDOT funding.

Project Description: This project includes a complete design (typical section), and reconstruction of Kent Drive between Cappel Drive and Manassas Drive. The sanitary sewers should be rehabilitated in anticipation of this project, sewer services and water services should be replaced if necessary. Existing 6 inch water main should be abandoned and services transferred to the 12 inch water main. Project Cost: \$563,500 Timeline: Prel. Engineering & Design - to start Dec. 2018 Right of Way - Start August 2019 Bidding and Construction 2020.

***Additional Street Projects (NVTA):** Project Description: Funding for maintenance/replacement of curb/gutter, sidewalk, drop inlets and minor pavement repairs. Project Cost: \$85,000 in FY 2019; adjusted for inflation in out years. Timeline: Ongoing

***Street Milling and Paving.** Project Description: Annual milling and paving of streets throughout the City. Project Cost: \$1,500,000 over 5 years Timeline: Ongoing Current funding sources allow for approximately \$250,000 per year for the next 5 years.

***Moseby Court Culvert Replacement:** Project Description: To replace the Moseby Drive culvert at Flat Branch Tributary B (between Cappel Drive and Moseby Court), confirm hydraulic capacity and upgrade if appropriate. Project Cost: \$1,644,000 Timeline: Prel. Engineering & Design to start Sept. 2018 Right of Way – 2019 Bidding and Construction - 2020

Justification: This set of two steel corrugated pipe barrels is severely deteriorated. The bottom of the culvert is completely gone, and undermining and minor buckling has begun. This culvert represents the only access for residents and emergency vehicles to this neighborhood.

***Manassas Drive Culvert Replacement:** Replacement/ Rehabilitation of Manassas Drive Culvert at Russia Branch (at Railroad Drive); confirm hydraulic capacity and upgrade the culvert if appropriate. Project Cost: \$3,204,000 Timeline: Prel. Engineering & Design - to start Nov. 2018 Right of Way - to start Dec. 2019 Bidding & Construction - 2020-2021

Deterioration of these culverts is past the point of rehabilitation, and they should be replaced. Since the culverts should be replaced, the design engineer should confirm that the culvert as designed has capacity to meet current industry standards for this application, and that alignment is not contributing to sedimentation. If not, the design should include a capacity upgrade and realignment.

***Street Sweeper Truck:** Project Cost: \$152,796 \$30,559.16 per year from FY17 through FY21 (Annual payments split 50% Streets and 50% Stormwater Enterprise Fund) Timeline: FY17 - FY21. Justification: The lease purchase agreement was executed in FY17. Payment is a contractual obligation.

Streets personnel sweep all publicly owned and maintained streets in order to provide an improved appearance and minimize sediment and debris that enter the storm sewer system. To minimize the level of suspended solids entering the tributaries, this has now become a function with purpose in both the Streets division and the Stormwater division.

***Sewer Inspection Truck:** Project Description: Purchase of replacement sewer inspection truck for performing visual inspections of sanitary and storm sewer lines. Project Cost: \$211,004 \$42,200.74 per year from FY17 through FY21 (Annual payments split 70% Water & Sewer Enterprise Fund and 30% Stormwater Enterprise Fund) Timeline: FY17 - FY21 Payment is a contractual obligation.

*Public Works Vehicles (PW-10): Project Description: To replace aging fleet trucks as they exceed their useful/cost effective service years. Project Cost: \$254,830. Truck #149 - \$43,680 (pickup w/ plow, spreader, & lights) Truck #148 - \$49,754 (crew cab w/ plow, spreader, & lights) Truck #143 - \$65,000 (stake body truck), Truck #155- \$53,813 (crew cab w/ plow, spreader, & lights) Truck #150 - \$42,583 (plain pickup) Timeline: FY21 - FY24. The model years on these vehicles range from 2003 to 2006, and maintenance costs exceed justification.

* City Hall Vehicle Replacement: Replacement of seven fleet vehicles used by Social Services, Community Development, and the rest of the departments located at City Hall. Project Cost: \$195,000. Vehicle #301 - \$35,000 (upgrade to SUV or MiniVan), Vehicle #302 - \$25,000 (small sedan) Vehicle #101 - \$25,000 (small sedan) Vehicle #303 - \$25,000 (small sedan) Vehicle #111 - \$35,000 (SUV), Vehicle #113 - \$25,000 (small sedan), Vehicle #115 - \$25,000 (small sedan) Timeline: FY22 through FY27, Justification: All of these vehicles are more than 10 years. Social Services currently have no way to transport families or groups, and desire to replace one sedan with an SUV or minivan. Could Social Services use the van at parks & recreation when needed?

*GIS Software: Project Description: Development and implementation of additional stormwater GIS layer, as well as polishing of existing water and sewer layers, and compatibility assistance with field equipment for improved functionality. Project Cost: \$30,250 Timeline: FY18 - FY20 It is also an integral part of our MS4 permit requirements. There is also a need for consultation in the process of integrating our field survey equipment with the new system.

*New Roof at Public Works Facility: Project Description: Installing a TPO membrane roof in place of existing standing-seam metal roof. Project Cost: \$100K (shared across Funds) Timeline: FY22 The roof of the Public Works facility is leaking in multiple locations. Repairs to visible sources of leaks have been made numerous times, and an entire re-coating of the roof surface was performed. Leaks continue to degrade facility.

* Public Works Equipment Replacement. The purchasing of new and replacement equipment to maintain and/or improve level of service in infrastructure maintenance and operations. Project Cost: \$235K (shared across Funds) Vibratory Roller - \$55,000 Mini-Excavator- \$60,000 Backhoe - \$120,000 Timeline: FY23 Equipment is essential to the function of infrastructure repair and maintenance. These pieces of equipment allow crew to excavate pipe, restore swales and ditches, remove debris, and restore roadway surfaces.

*Water - Sewer Capital Maintenance: Planned and emergency capital maintenance of the Water Distribution and Sewer Collection Systems. Including, but not limited to: meter replacements, storage tank maintenance, pump overhauls/ replacements, valve repairs, sewer lift station repairs, and sanitary sewer lining. Project Cost: \$1.7M (across 5 Year CIP) Timeline: Ongoing (\$260,000 in FY19)

*Water System Improvements Phase VI: Upgrade approximately 7,200 linear feet of 6-inch diameter water mains to 8-inch diameter, with associated water service replacements, meter inspection/ replacements; installation of new fire hydrants and new valves. Project Cost: \$1,400,000 Timeline: FY18 through FY23. Preliminary engineering complete in FY18. Construction from FY21 through FY23. This work is part of the comprehensive replacement/ upgrade of the existing water distribution system.

* Water System Improvements Phase VII: Upgrade approximately 3,700 linear feet of 6-inch diameter water mains to 8-inch diameter, with associated water service replacements, meter inspection/ replacements; installation of new fire hydrants and new valves. Project Cost: \$1,025,000 FY22 through FY25 Preliminary engineering complete in FY22. Construction from FY24 through FY25. This work is part of the comprehensive replacement/ upgrade of the existing water distribution system.

*Leak Detection Equipment: Purchase of correlators, J phones, data loggers and other equipment that can monitor the water distribution system over an extended period. Cost \$50,000 Timeline. FY19. Purchase of correlators, J phones, data loggers and other equipment that can monitor the water distribution system over an extended period.

* Conner Center Pond #1 Retrofit: Cost \$539,117 FY18 – FY20. This pond retrofit is one of several projects planned to meet the TMDL reduction requirements of the City's MS4 permit, for the permit cycle ending in 2018.

* Costello Park Bio-retention Facility: this project involves converting an existing drainage swale along the edge of Costello Park into a bio retention facility, which will reduce nitrogen, phosphorus, and suspended solids of the downstream effluent. Cost \$150,000 FY18 – FY20

* Other TMDL Water Quality Projects: This project involves the implementation of any TMDL projects that may be suggested in future TMDL Action Plans. Cost \$500,000 through FY23.

* Russia Branch Stream Restoration: The restoration of 7,000 linear feet of Russia Branch would likely meet the TMDL requirement for phosphorous removal and suspended solids, and a high percentage of total nitrogen. \$1,000+ per linear foot of stream (est. \$7.7M). FY24 through FY27. Stream restoration is one of several Objective E1 .5 - The goal of the TMDL reduction mandate is projects anticipated to meet the TMDL reduction to enhance the integrity of the watersheds to which each requirements of the City's MS4 permit

VDOT Refund Calculated: calculated by lane miles. They audit each year. Conner Drive will have a right in and right out only when extended to Manassas Drive. Not a safe situation to allow a left turn from Manassas Drive to Conner.

The City Manager stated this is the proposed FY CIP & Capital Budget. There will need to be decisions made by Governing Body on positions and pay. City will meet in Work session on April 24, 2018.

9. Manager Report:

Chief Evans stated that Polk Drive is closed tonight because the gas company is making repairs on Manassas Drive.

Councilmember Shuemaker congratulated Claude LaGrande for being selected as Agnes Meyer Teacher of the Year for Manassas Park.

10. Closed Session: State Code: VA Freedom of Information Act: Sec 2.2-3711a: There is no closed meeting scheduled

11. Return to Open Session

12. Certification & Action out of Closed Meeting if Necessary

13. Adjournment: 9:20 pm:

MOTION: Councilmember Shuemaker

SECOND: Councilmember Cendejas

VOTE: Unanimously passed

Approved May 1, 2018

Jeanette Rishell, Mayor

Lana A Conner, City Clerk

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 6b-6e

REQUESTING DEPARTMENT: Manassas Park Governing Body

MEETING DATE: May 1, 2018

SUBJECT/TOPIC Appointments

FINANCIAL IMPACT: Yes: _____ No: <u> x </u>	Budgeted:	YES _____ NO <u> x </u>
	Amount:	_____
	Budget Line Item:	_____

Social Services Advisory Board: Tenille Maynes: four year term
 Planning Commission: Youssef Takhassaiti: unexpired term Cynthia Wichelt: 12/31/20
 Board of Equalization: Kevin B. Fennell: Recommendation to Circuit Court: unexpired term of Richard Morris 6/30/19
 Board of Zoning Appeals: Recommendation to Circuit Court: Oscar Jamilla: 3/31/2023

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

Kevin B. Fennell L.S.

9406 Heather Ct. Manassas Park, Virginia 20111-8242
703-330-6313 kbennell@gmail.com 703-395-8890 cell

Samson Properties – Independent Contractor

14526 Lee Rd. Chantilly Va. 20151

January 2011 – present **RESIDENTIAL REAL ESTATE AGENT**

- Residential Property Sales & Land Consultant

Christopher Consultants, LTD

9900 Main St. Fourth Floor Fairfax, Va. 22031

February 2009 – December 2010 **SENIOR SURVEYOR / ASSOCIATE - FAIRFAX OFFICE**

Survey Manager in responsible charge of Land Surveying activities in the Fairfax office.

October 2006 – February 2009 **DIRECTOR OF SURVEYS – LOUDOUN OFFICE**

Loudoun County office survey department head and part of the company senior management group. Work together with other directors for strategic planning to establish corporate policy, standards, procedures and overall business development. Responsible for all Loudoun survey operation while maintaining client satisfaction.

- Review and approve project manager's schedules, budgets, monthly billings and finalize proposals.
- Develop marketing strategies, client relations, review collection reports.
- Final review and execution of boundary & ALTA survey's, record plats, as-built drawings and location surveys
- Training and mentoring staff for professional development and improved efficiencies.

Fennell Land Surveys

9406 Heather Ct. Manassas Park, Virginia 20111-8242 703-395-8890

April 2003 – October 2006 **LICENSED PROFESSIONAL LAND SURVEYOR**

Sole proprietor, manager and operator of a Professional Licensed Land Surveying business in Northern Virginia.

Offering clients a range of services including subdivision & easement plats, boundary & ALTA surveys, topography, construction stake-out, location surveys. Sub-contractor to engineering firms providing:

- Project management, staff coordination, quality control
- Survey computations, subdivision & easement plats, field to finish topo, boundary and ALTA surveys

Burgess & Niple

12700 Black Forest Lane, Suite 100, Woodbridge, Va. 22192 -703-670-6400

October 1996 – April 2003 **SENIOR SURVEY TECHNICIAN**

- Administer survey tasks of land development projects for accurate and timely product delivery and integration
- Prepare boundary & ALTA surveys, topographic base sheets, geometric layouts, subdivision & easement plats
- Training, quality control, final product review for adherence to board regulations and county requirements
- Client, attorney and county contact for project coordination

Paciulli, Simmons & Associates, Ltd.

11212 Waples Mill Rd. Suite 100 Fairfax Va. 22030

August 1987 - October 1996 **FIELD SURVEY INSTRUMENT OPERATOR / FIELD SURVEY CREW CHIEF / ASSISTANT FIELD COORDINATOR / FIELD COORDINATOR**

Professional Registration & Education

June 2010 **COMMONWEALTH OF VIRGINIA** LICENSED REAL ESTATE AGENT #195588
June 2001 **COMMONWEALTH OF VIRGINIA** LICENSED LAND SURVEYOR #2486
October 1986 **TRIANGLE TECHNICAL Greensburg, Pa.** ASSOC. DEGREE MECHANICAL DRAFTING WITH CADD
1978-1980 **UNIVERSITY OF PITTSBURGH** LIBERAL ARTS & GENERAL STUDIES

Youssef Takhssaiti

162 Colburn Dr. Manassas Park, Va 20111 | 571 216 0929 | Youssef.takhssaiti@gmail.com

Objective

As a bright ambitious person, I enjoy working in a fast paced, highly motivating position where I can assist others while challenging and expanding my knowledge and understanding of the task at hand. I am seeking a position that will utilize my analytical, interpersonal and communication skills and offer the chance to learn more and gain a high level of experience. I'm also looking to make a difference and not be just another employee.

Work Experience

12/2014 TO PRESENT: U.S. CONSUMER PRODUCT SAFETY COMMISSION

06/2016 TO PRESENT: U.S. CONSUMER PRODUCT SAFETY COMMISSION INFORMATION SECURITY ANALYST

- Work with the team responsible for systems and/or telecommunications networks, including: conducting system analysis; analyzing user requirements; engineering information security technology solutions; designing, planning, and implementing configuration and installation of new hardware and software; and performing analytical work on integration of systems.
- Complete the Security Authorization, vulnerability assessment and Plan of Action and Milestone (POA&M) activities.
- Acquire and allocates resources to accomplish activities within established schedules and budgetary requirements.
- Interpret and implement Federal laws, regulations, policies, standards, and guidance from the Office of Management and Budget (OMB), Department of Homeland Security (DHS), National Institute of Standards and Technology (NIST), and Consumer Product Safety Commission (CPSC) that impact privacy and information systems security.
- Work with other government agencies to develop or renew Interagency Security Agreements (ISAs) and Memorandum of Understandings (MOUs).
- Conduct FISMA audits, NIST SP 800-53 Security Assessments, and vulnerability scans.
- Investigate spam, phishing, malicious E-mails and configure agency email filtering system.
- Reviews requirements and designs documents and perform Security Impact Assessments (SIAs).
- Gather, organize, and analyze data.
- Manage CSIRT Helpdesk tickets.
- Coordinate Incident Response and PII breach investigations
- Conduct simulated phishing attacks.
- Contribute to assuring products and deliverables meet contract/work plan.

01/2016 TO 06/2016: VISUAL INFORMATION SYSTEM CONTRACTED BY U.S. CONSUMER PRODUCT SAFETY COMMISSION

BUSINESS ANALYST

- Worked with a web applications development team conducting system analysis and analyzing user requirements.

12/2014 TO 12/2015: U.S. CONSUMER PRODUCT SAFETY COMMISSION INFORMATION TECHNOLOGY STUDENT TRAINEE (WEB CONTECT EDITOR)

- Created and Modified documents, created and maintained databases used to provide information as a result of web-based queries, and designed, created, and implemented new web site sections;
- Converted images and documents to web enabled formats, along with completing old sections of the web site properly;
- Gathered, organized and reviewed data to be placed on the Internet and Intranet;
- Retrieved files and performs data searches;
- Performed data entry and assembles specific information to be used by senior staff as required;

- Oversaw operations at the front end of the store including all remote register locations, Self-Checkout, and parking lot.
- Trained new employees, monitors cashiers and associates to ensure accuracy.
- Handled, spoke to, and resolved all customers' issues at the front end.
- Assisted customers via phone and maintains the Voice Of the Customer (VOC).
- Operated electronic cash registers, sends/ issues cash to/ from the vault up to \$70,000 daily.
- Approved marked-down transactions and resolved disputes in a timely manner, while remaining compliant with the Home Depot standard operation procedures.
- Processed and followed up with daily, weekly and monthly paper work.
- Ran Bookkeeping and the computer room when needed.

Skills & Abilities

TECHNICAL PROFICIENCIES

- Platforms: Windows 7/8/8.1/10, Windows Server 2012 R2, UNIX (Solaris, HP-UX), Linux (Red Hat, Ubuntu), Mac OS, Android, iOS
- Networking: LAN / WAN Administration, VPN, TCP/IP, Novell, SMS/SQL, SecureID, Cisco Routers & Switches
- Languages: C++, HTML/HTML 5, Java, JavaScript, PHP
- Tools: MS PowerShell, Citrix, Symantec Endpoint Protection, ESET, Command Workstation, VMware, Microsoft Office Suite, Netsparker.

COURSES LEADING TO CERTIFICATIONS:

- SQL server 2008, CompTIA A+, CompTIA Network+, GWBB, CEM, CCNA

CERTIFICATIONS:

- Security +

COMMUNICATION

ORAL COMMUNICATION

- Taught students grade 1-6.
- Planned and facilitated trainings to administrators, teachers, and support staff.
- Planned and presented in several occasions to parents such as introduction to the Computer Lab, how to create a blackboard parent view account, and ways to support your child in Math at home.
- MC for family events like bingo night, international night, and back to school night.

WRITTEN COMMUNICATION

- Developed and published handouts explaining directions in how to use technology at home.
- Developed and have been maintaining variety of educational blackboard (24/7 Learning) courses.
- Wrote daily reports to record students' progress.

• Education

- **MASTERS'S DEGREE | GRADUATING JUN 2019 | UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**
- Major: Project Management
- **BACHELOR'S DEGREE | 12 / 2015 | STRAYER UNIVERSITY**
- Major: Information Systems
- Concentration: Homeland Security

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: *City Manager*

MEETING DATE: May 1, 2018

AGENDA ITEM 6f

SUBJECT/TOPIC: *StreetSense Contract Agreement*

BACKGROUND: On March 20th, 2018, the Governing Body authorized the City Manager and City Attorney to finalize a contract agreement with Streetsense to support the City with downtown development and return the final contract agreement to the Governing Body for approval. Attached please find the contract agreement with StreetSense. The contract includes the City's standard agreement language, the RFP, StreetSense's proposal, and standard contract language from StreetSense.

FINANCIAL IMPACT: Total: \$98K	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$160K (FY18/FY19)
	Amount Spent:	\$5K
	Amount Requested:	\$98K
	Budget Line Item:	100-81500-3160-00-00-00 Economic Development Professional Services

STAFF RECOMMENDATION: *Staff recommends that the Governing Body authorize the Mayor to sign the Agreement with StreetSense.*

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

ATTACHMENTS: Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2018, by and between THE CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the "City"), and STREETSENSE CONSULTING, LLC, a Maryland limited liability company authorized to conduct business in the Commonwealth of Virginia, its successors and assigns (collectively, the "Contractor").

WITNESSETH:

WHEREAS, the City desires to establish a market-driven development scheme for City Center Phase III, which requires specialized skills and other supportive capabilities; and

WHEREAS, the City lacks sufficient resources to provide such services; and

WHEREAS, the City advertised a request for proposals to develop a marketing portfolio with concept plans and supportive market data for City Center Phase III (the "Project") on February 1, 2018 (the "RFP"), which RFP is attached to this Agreement as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the RFP, the Contractor submitted a proposal for the Project entitled "Manassas Park's City Center Phase III Marketing Concept Plans" (the "Proposal"), which Proposal is attached to this Agreement as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has determined that the Contractor's Proposal is responsive to the RFP and meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the RFP, the Proposal, and the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*).

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

1. SCOPE OF SERVICES.

The Contractor shall perform, on an as-needed and non-exclusive basis, such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the Proposal (the "Scope of Services"). The work performed will be bound by this Agreement and the following documents, which are incorporated herein by reference:

- A. The RFP (Exhibit A)
- B. The Proposal (Exhibit B)
- C. The City's Insurance Certificates

Where a conflict exists between this Agreement and any of the Exhibits, this Agreement shall control.

2. TERM.

The term of this Agreement (the "Term") shall commence on the date of execution of this Agreement (the "Effective Date") and shall expire once all Project materials have been delivered to and accepted by the City. This Agreement shall be deemed to have been terminated as of the date of such expiration and shall thereafter have no further force and/or effect, except for those provisions that by definition necessarily survive the termination of this Agreement (e.g., liability).

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for services rendered during the prior month on a percent complete basis within each Task listed in the Proposed Schedule + Budget included in the Proposal. The City shall make payment to the Contractor within thirty (30) days from receipt thereof.

D. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City and the Fees + Hourly Rate Schedule included in the Proposal.

E. The Contractor reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days. Accounts remaining unpaid more than seventy-five (75) days after the City's receipt thereof may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate) at the sole election of the Contractor.

4. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.

A. The Contractor, at such times and in such forms as the City may require, and upon ten (10) days' prior notice from the City, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

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

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times and upon ten (10) days' prior notice from the City during the Term and said 6-year period.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.

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

7. INSURANCE.

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

1) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance written on an occurrence basis with limits no less than 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.

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

3) **PROFESSIONAL LIABILITY.** Professional Liability (Errors and Omissions) insurance written on a Claims Made basis with limits no less than two million dollars (\$2,000,000).

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

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

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

8. HOLD HARMLESS; INDEMNIFICATION.

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

Notwithstanding anything to the contrary set forth herein, the Contractor's liability hereunder shall be limited to the greater of (i) the contract value hereof or (ii) the insurance proceeds awarded from claims under the Contractor's insurance policies provided hereunder.

B. Neither party shall be subject to indirect, consequential, special, or punitive damages in relation to the Project or performance of services therefor.

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

9. DISPUTES.

A. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such decision, the Contractor shall deliver to the City a written and signed appeal addressed to the City Manager.

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

10. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and, upon payment to Contractor as provided herein, the City shall become the owner of the work product and other documents, if any, prepared by the Contractor pursuant to this Agreement (the "Work Product") as set forth immediately below.

All right, title and interest in and to the Work Product (with the exception of the Preexisting Materials (defined below)) shall vest in the City, and shall be considered a "work made for hire". To the extent the Work Product may not be considered a work made for hire, the Contractor hereby assigns to the City all right, title and interest in and to the Work Product, including rights to copyrights in all copyrightable materials and in and to all patents that may be issued thereon. If the Work Product includes items previously developed or copyrighted by the Contractor or a third party, including, but not limited to the Contractor's or a third party's proprietary methodologies and other creative tangible forms of expression, typical design standards and/or standard features or design elements not unique to the Project (collectively, the "Preexisting Materials"), the parties acknowledge and agree that the Contractor (or the appropriate third party) shall retain ownership of the copyright in and to such Preexisting Materials, and the Contractor hereby grants to the City an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, copy, use, modify, distribute, prepare derivative works, perform, display, disclose and sublicense such Work Product for the Project and the purpose for which it was developed.

The City acknowledges that the Work Product will be produced specifically for the Project and not for any other project or purpose. Any unauthorized use of the Work Product other than for the Project and purpose for which it was produced shall be at the City's sole risk and without liability to the Contractor or its subcontractors.

11. COMPLIANCE WITH LAWS.

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

C. Any technical/professional service subcontract not listed in this Agreement must have express advance written approval by the City.

13. PAYMENT TO SUBCONTRACTORS; MATERIELMEN; LABORERS.

If the City reasonably believes that the Contractor has failed to pay subcontractors, materialmen, or laborers for Work within a reasonable time of when payment is due, then the City may, after having notified the Contractor, either pay the Contractor's unpaid bills and reduce the payment otherwise due to the Contractor by the same amount, or withhold from the release of the Contractor's payment bond for this Project a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. If either action is taken by the City to ensure payment of the Contractor's subcontractors, materialmen, or laborers for Work, the City shall charge the Contractor ten percent (10%) of the amount owed as a fee for administering such claims.

14. CHANGES.

Either party may request changes or additions to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Any such change or addition shall be attached to and made part of this Agreement as an amendment.

15. PROHIBITED INTEREST.

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

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

17. TERMINATION; DEFAULT AND REMEDY.

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

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

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

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

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

C. Termination shall be effected by providing a written notice of termination (a "Notice"), signed by the City Manager, to the Contractor, which will state the extent and effective date of termination. For a termination for cause, the Notice will also state the manner in which the Contractor is in default and the cure period, if any. The Contractor will only be

paid for services performed in accordance with the manner of performance set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

18. NONDISCRIMINATION.

A. During the performance of this Agreement:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

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

19. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement, for work performed on the Project in Virginia:

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

2) The Contractor will post in conspicuous places, available to employees working on the Project in Virginia and applicants for employment for the Project, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

20. COMPLIANCE WITH FEDERAL IMMIGRATION LAW

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

21. THIRD PARTY RIGHTS.

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

22. NOTICE.

Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail, certified U.S. mail or via facsimile to the City at One Park Center Court, Manassas Park, Virginia 20111, or (703) 335-0053, as appropriate, or by electronic mail to l.palko@manassasparkva.gov, and to

the Contractor at the address, facsimile number or electronic mail address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile or electronic mail, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

23. ATTORNEYS' FEES AND COSTS.

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

24. JURISDICTION AND VENUE.

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

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

25. SEVERABILITY; WAIVER.

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

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

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

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

provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

26. AMBIGUITY; MEANING OF “CITY”.

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

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

27. ENTIRE AGREEMENT.

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

28. MISCELLANEOUS.

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

{Signature pages follow}

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

THE CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: _____
Jeanette Rishell, Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jeanette Rishell, Mayor of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney

CONTRACTOR:

STREETSENSE CONSULTING, LLC,
a Maryland limited liability company

Address: 3 Bethesda Metro Center, Suite 140
Bethesda, MD 20814

Facsimile No.: 301-652-9166
Electronic Mail Address: _____

Tax ID#: 32-0023006

By: _____
Name: _____
Title: _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as _____
of Streetsense Consulting, LLC, a Maryland limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

EXHIBIT A

THE RFP



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

City Manager:
Laszlo A Palko

Request for Proposals (RFP) City of Manassas Park City Center Phase III Marketing Concept Plans

OVERVIEW

The City of Manassas Park, Virginia ("the City") is seeking interested and qualified marketing/economic development firms to develop a marketing portfolio with concept plans and supportive market data for City Center Phase III. The City would also like a target list of potentially interested and capable developers to pursue for the development of City Center Phase III.

City Center Phase III is a 28-Acre area located in downtown Manassas Park adjacent to the Manassas Park Virginia Railway Express ("VRE") station. This area is zoned for mixed-use development with a City goal to receive multiple proposals from developers that include a mix of anchor supported retail, office, and 1-2 bedroom residential apartments. The VRE is going to be constructing a three-level parking garage that will add an additional 550 parking spaces to the VRE public parking infrastructure in downtown Manassas Park. This parking is open for non-VRE use in the evenings and on weekends to support restaurants and retail. City Center Phase I, a mixed use development consisting of 274 apartment units and 50,000 square feet of retail space, was built right before the "Great Recession" and has struggled due to lack of a commercial anchor, parking and, most critically, an active recruitment of retail from the current owner who is now looking to sell the property (opening up the possibility for a more vigorous retail attraction strategy). City Center Phase II, located behind Phase I and consisting of 100 apartment units, retail, an assisted living facility, a Montessori School, and a 45,000 square foot office building, is currently under construction. City Center Phase III consists of a mixture of vacant land and older commercial buildings primed for redevelopment. The City owns nearly 60% of the 28 acres of land and the majority of the undeveloped land within City Center Phase III. With the location of this land, which contains a VRE station and parking garage that attracts commuters from the region (central Prince William County and Southwestern Fairfax County), is right off the primary City route known as Manassas Drive, just off Route 28 Centreville Road, and is at the heart of our community, the City believes this area is primed for an anchor-driven town center style development.

Recently, the elected Governing Body (Mayor and City Council) authorized the City Manager to develop multiple concept plans for City Center Phase III to market to commercial real estate developers to solicit development proposals. The concept plans are divided into three major categories: 1. Mixed Use development with up to 375 Apartment Units; 2. Mixed Use Development with up to 150 Apartment Units; 3. Retail Shopping Center Only Development. The goal is to allow for flexibility with developers to propose options that are more market viable. Each of these categories is also further broken down into the following three categories: 1. Movie Theater Anchored City Square; 2. Movie Theater Anchored Main Street; 3. Grocery Store Anchored Development. Once again, these categories are intended to allow for flexibility with developers to propose options that are more market viable. The City will not accept any development proposals that do not begin with the construction of an anchor space and have an anchor business signed

prior to construction of residential units. The elected Governing Body would like to see a mix of development proposals from developers in line with these concepts.

PROJECT DELIVERABLES

The City Manager now needs support to develop professional marketing products laying out these concept plan options for developers. The City Manager needs the following three products:

1. *Marketing Booklet:*

- a. *Simple Concept Plans*** - The City Manager has laid out concepts on PowerPoint that have been approved by the elected Governing Body. These concepts need to be professionalized into concept plans that are market viable, feasible, and follow best practices and are visually appealing.
- b. *Supportive Market Data and Background Information*** - The marketing booklet needs key market data to sell the concept to potential developers. It also needs the critical background information pertaining to our location and assets (e.g., the VRE station).

2. *Recommendation Report: Analysis of which Concept Plan is most Market Viable, Feasible, and Sustainable* - While the City will actively pursue developer interest and solicit multiple proposals from developers, the City should have its expectations set as to what is market viable, feasible, and sustainable. This report, based on market analysis, will guide the City leadership in its decision making process of which proposals to ultimately expect and accept.

3. *Developer List: Target List of Developers to pursue contact with to garner interest* - The City needs a game plan for which developers in the market are most likely to be interested in pursuing this opportunity and are capable of delivering.

Stakeholders - In support of developing these deliverables, the awarded company will be expected to engage with the City Manager and City staff. Engagement with elected officials and the public is not needed for this project. Engagement with other stakeholders, such as the local Chamber of Commerce, regional developers, and potential anchor businesses, is highly encouraged.

QUALIFICATIONS AND PROCESS

Responses to this Request for Proposals are intended to solicit creative high-quality results. To facilitate this, feel free to ask questions. All requests for information, clarification, and additional information should be directed to Laszlo Palko, City Manager (l.palko@manassasparkva.gov).

The City reserves the right to accept or reject any or all responses to this RFP based on an evaluation of those responses.

The criteria that will be used to analyze proposals include:

- ✦ Local (DC Metro Area) experience with similar style town center developments
- ✦ High quality products from previous engagements that can be shown to the City as examples
- ✦ Within City budget limits

- ✚ Demonstrated knowledge base of local developers

The City Manager reserves the right to negotiate with two or more offerors once proposals have been submitted.

PROPOSAL SUBMITTAL

Please submit proposals, in electronic and hard copy, to the City Manager at:

Laszlo Palko, City Manager
One Park Center Court
Manassas Park, Virginia 20111
l.palko@manassasparkva.gov

ADDITIONAL PROPOSAL REQUIREMENTS

In addition to the project deliverables described above, proposals should include the following:

a. Ownership

The City requires all firms submitting proposals to indicate their form of organization and current principal place of business.

b. Conflicts of Interest

This solicitation is subject to the provisions of State and Local Conflict of Interests Act (Va. Code § 2.2-3100 *et seq.*). No member of the Governing Body for the City of Manassas Park or any advisory or judicial body of the City of Manassas Park, or any other officer or employee of the City, or any member or employee of any City agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 of the Code of Virginia.

c. Collusion

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

CONFIDENTIALITY

The City will not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required by the Virginia Freedom of Information Act (Va. Code § 2.2-3700 *et seq.*) or other relevant state or federal law (e.g., the Virginia Public Procurement Act). Proprietary information that is submitted must be identified as such at the time of submission, and will not be disclosed to the public or competing offerors unless required by law.

TIMETABLE

The City Manager is planning to make a decision by mid-March on proceeding forward with a selected company. Thus, proposals should be provided to the City Manager by 5:00 p.m. on February 28, 2018.

The City reserves the right to negotiate components of a proposal and to award components of the proposal to different companies at its sole discretion.

ATTACHMENTS

Attachment 1	City Center Phase III Presentation to the Governing Body
Attachment 2	Marketing Phase III Presentation
Attachment 3	Economic Development Brochure (2016)

The City reserves the right to accept or reject any or all submittals based on the City's evaluation of responses to this RFP.

EXHIBIT B
THE PROPOSAL

City Center Phase III Marketing Concept Plans

City of Manassas Park

February 28, 2018

streetsense.



This page left intentionally blank.

February 28, 2018

Attn: Laszlo Paiko, City Manager
One Park Center Court
Manassas Park, Virginia 20111

RE: City Center Phase III Marketing Concept Plans

Dear Mr. Paiko:

We are pleased to submit the enclosed Proposal for Consulting Services for Manassas Park's City Center Phase III Marketing Concept Plans. As an experience-focused strategy and design collective, Streetsense is well positioned to help you succeed in this endeavor.

Our background in evaluating and offering solutions for several new mixed-use neighborhoods within one geographical location is vast and growing. We are currently supplementing our recent experiences in preparing comprehensive development strategies for Loudoun and Montgomery Counties with an assessment and implementation plan for twelve corridors surrounding Detroit's downtown. Through each of these opportunities, we have refined our foundational market principle - a visionary plan will only be executed if it is based on real estate market fundamentals. With this strategy as our guide, we will assist your team in bringing out the best in this opportunity for Manassas Park.

Our proposal outlines a strategic scope of recommended services and fees associated with each step along the process. If you have any questions, please feel free to reach out directly. Thank you for considering Streetsense for this effort.

We look forward to hearing from you.

Warm Regards,



Heather Arnold
Principal, Research + Analysis
harnold@streetsense.com
240.479.7222 direct

CONTENTS

- 1. Project Understanding 1-1**

- 2. Methodology 2-1**
 - 2.1. Scope 2-2
 - 2.2. Approach 2-3

- 3. Qualifications + Experience 3-1**
 - 3.1. Ownership + Organizational Structure 3-2
 - 3.2. Demonstrated Knowledge 3-3
 - 3.3. Demonstrated Experience 3-4

- 4. Proposed Price Plan 4-1**

- 5. Statements 5-1**

1

PROJECT
UNDERSTANDING



Project Understanding

The City of Manassas Park (herein referred to as the Client) seeks planning services to establish a market-driven development scheme for City Center Phase III, an upcoming mixed-use property in Manassas Park, Virginia. Situated adjacent to the Manassas Park Virginia Railway Express station, the 28-acre site is largely composed of land under control of the City that is either vacant or posed for redevelopment.

The Client intends to select from three concept plans by the recommendation of Streetsense on which market-appropriate strategy is most fitting, supported by existing/projected demand, and use attractive marketing materials to solicit developers for this process.

THE DETAILS RELATED TO THIS WORK ARE AS FOLLOWS:

Streetsense will:

- Conduct a comprehensive Market Analysis of the site (residential, office, retail) which will be used as a guide for the later Concept Plans and Recommendation Report
- Provide three Concept Plans based on pre-existing and approved concepts that include retail-only and mixed-use development programs
- Take care to engage stakeholders such as City Officials and the Chamber of Commerce to craft thoughtful development plans within the context of their market potential
- Provide a Recommendation Report to guide the Governing Body's pursuit of an appropriate plan
- Create Marketing Materials to attract and establish the potential for developers
- Guide the City in attracting developers

2

METHODOLOGY



2.1 SCOPE

TASK I: KICKOFF & SITE TOUR

We propose beginning our engagement with an in-depth immersion, including an in-person kickoff meeting and site tour. During the kickoff meeting, the Streetsense team (comprised of our Research and Analysis, Urban Design experts) will review our methodology (as presented in the following tasks) in greater detail.

We look forward to tapping into your collective knowledge regarding anything that could potentially impact the retail environment and the details of development. Streetsense will begin to engage stakeholders, such as the Chamber of Commerce, taking care to uncover local insights of the market. At the time of this meeting, we request the transfer of any relevant data.

Following the kickoff, Streetsense will join your team to tour the site and surrounding neighborhood. During this tour, we'd like to gain a deeper understanding of your vision for the project and have a candid conversation with your team about perceived opportunities and hurdles. Streetsense will end the tour with independent fieldwork to gain a current understanding of paths of travel, including:

- How potential customers will arrive and depart the site
- What are physical barriers to the site
- What are psychological barriers to the site, and potentially, Manassas Park itself

Two weeks (minimum) in advance of project kickoff, we request that the Client provide:

- Editable electronic files of site surveys for all blocks under consideration, site constraints, and previous planning studies as applicable.
- A development program brief, providing general expectations of development mix, density, and connections to adjoining parcels.

TASK II: MARKET EVALUATIONS

Residential and Office Market Assessments

Our Research & Analysis team will investigate and determine the potential for residential and office development at City Center Phase III based on a diagnostic assessment of the submarket. This task is an important part of our assignment as we determine the relative value each component of the property (as an ongoing retail use or if sections are better suited for

redevelopment as an alternate or civic use).

In order to effectively answer this question, we will conduct assessments of residential and office markets that evaluate the data and facts of recent development in the area. Our intent will be to identify if and how much latent demand might exist in the submarket. From this conclusion, we will further evaluate the site's ability to capture that demand.

A status review meeting with city staff and the project team is proposed at the commencement of this task to review the report and to discuss the implications of report findings for Concept Plans in later tasks.

Retail Market Analysis

Streetsense will complete a thorough, insight-driven analysis of the local marketplace relevant to City Center Phase III. We will begin by generating demographic and customer/client/buyer profiles to include existing demographics and estimates of household growth by age, household type and income categories, turnover rates and tenure to understand the underlying customer base. In addition to the impact of existing commercial districts and centers, we will also forecast the effects of potential new developments on residential, office, and retail within the study area.

Additional information will determine employment growth trends and projections, purchasing power, and consumer spending behaviors. Potential spending by each customer type will be estimated for each of the three major retail categories: Neighborhood Goods & Services; Food & Beverages; and General Merchandise, Apparel, Furnishings & Other.

Trade area boundaries will then be drawn for primary and secondary levels of customer demand. Trade areas are impacted by factors like competition, drive and walk times, sociological and geographic boundaries, shopping patterns by customer type, and pedestrian volumes.

After refining information about total customer spending for each retail category, capture rates will be assigned. Retail demand will be calculated as total square feet per retail category. Streetsense will supplement this information with details that retailers look for to make future plans (e.g., population and expenditure projections).

To analyze future populations that do not yet exist on-site, we will use such indicators such as comparable rents/sale values, unit size, and parking availability to determine retail behaviors. Following the establishment of population profiles, our team will project the expenditure levels of these residents and employees to evaluate how retail demand might increase at various phases of build-out.

Deliverables:

- An assessment of the strength of the residential submarket that identifies any potential based on type of unit and expected sales/rent per sf.
- An assessment of the office submarket that identified any potential based on type of commercial product, market-required amenities and expected rent per sf.
- A retail market analysis that outlines the ideal retail mix and supportable square footage by category.

TASK III: CONCEPTUALIZING DEVELOPMENT OPTIONS + RECOMMENDATION REPORT

Site Analysis

Following the Team Kick-Off Meeting and Site Tour, Streetsense will further review existing conditions, noting potential constraints and added opportunities on and around the site, including community facilities, connections, and other elements that will contribute to or constrict future redevelopment. Streetsense will combine this visual survey with a review of existing plans, and will prepare a comprehensive Site Analysis drawing that combines the data in an easy to read illustrative plan to convey the essential details of the site's location, its assets, its potential and its challenges. During this time, our Streetsense urban design team will also analyze the development scenarios proposed by the City Manager for the RFP. Each of these suggested plans, when better understood through discussion and further site data, will help to inform our team through the next phase.

Urban Design Scenarios

Once this extensive market and background analysis is complete, the our urban design team will prepare three distinct urban design plans. These urban design plans will illustrate three options for anchor tenant relationships within physical forms that are seen in today's marketplace, and grounded in market realities as options to redevelop City Center III. Each of the three plans will illustrate viable, and financially feasible market solutions combined with best practices in urban design to suggest options for Manassas Park to pursue within City Center Phase III. These plans will be illustrated in easy to read graphics, complete with keys to coloration and tables describing the site loading data and tabulations as needed.

At this time, the team proposes a meeting with City staff and full project team to review further the draft plans, review the initial goals and specific areas of concern and will determine final direction. The client will have the opportunity to review materials and provide insights into each one. This session and client feedback will be used to finalize the Recommendation Report.

To help pave a clear path to seeing the development come to fruition and appeal to a variety of developer types, concept plans will be accompanied by a list of pros and cons for each illustrated scenario. The Urban Design team, in-house real estate and retail experts, as well as the Research & Analysis team will collaborate on insights from Client review to curate this information and will prepare the suggestions for a deeper understanding of the potential of each plan. This will ensure the balance of qualitative and quantitative results of each phase.

Deliverables:

- Up to three market viable, feasible, and visually appealing concept plans
- Recommendation Report that identifies pros, cons, and nuances of each plan, as well as establishing a hierarchy of plan solutions, and the identification of a preferred plan

TASK IV: MARKETING MATERIALS AND DEVELOPER GUIDANCE

Streetsense highly encourages the Solicitation of a Developer to ensure the concept plans for City Center Phase III are realized. In order to engage possible developers, the Streetsense team will use information uncovered during Task II, Market Evaluations, as a basis to create marketing materials for the City of Manassas. These materials will highlight the economic and placemaking potential of the Manassas Park City Center Phase III plan. Details may include, but are not limited to: demographic highlights, spending potential, co-location with the VRE, and other site selection and asset information as appropriate.

At this time, the Streetsense team will assist in creating a Request for Proposals as well as a recommended Solicitation List. Streetsense participate in the City's Solicitation process, including preparing a slide deck for presenting concept plans to developers. A presentation of these deliverables to the Client will be included as well as a session on best practices and guidance to align reasonable expectations for the response. Streetsense will also assist in the evaluation process.

2.2 APPROACH

We have organized our collective around a process that deliberately maximizes collaboration and leverages our diverse perspectives to achieve results that can't be reached any other way.

Immerse

Our team will immerse ourselves in the project—the unique opportunities and constraints, the target consumer, competitors in the direct and indirect market segment, the research to-date, and relevant trends. We will meet with your team and key stakeholders to learn about your goals and vision for the project. We will take the blinders off, challenge the assumptions, and look outside the box to fully understand the opportunity.

Align

Based on everything we learn from immersing ourselves in the project, we will document our goals, vision, and strategy for the project in a Project Directive that will align the Client team and Streetsense and guide the process going forward. Setting a clear directive for the project in the early stages, before we go to the drawing board, will ensure that all components will work in concert and that the end result achieves your goals.

Create

Using the Project Directive as a creative and strategic guide, we will brainstorm ideas and refine them to develop cohesive solutions.

Deliver

We produce results greater than the sum of their parts and deliver on the promise put forth in the directive.

Measure

We gauge our success against the specific goals we aligned around in the first place.

3

QUALIFICATIONS + EXPERIENCE



32 DEMONS TRATED EXPERIENCE

Potomac Yard

In 2014, JBG Companies proposed the construction of Alexandria, Virginia's Potomac Yard as a Transit Oriented Development with mixed-uses to the scale of an emerging neighborhood. Streetsense conducted a market study to determine the market potential of the development program and estimated the potential for captured expenditures at various phases of the build-out.



NOTES

1. Primary Retail Corridor: Maximum visibility from Route 1
2. Secondary Retail Corridor: Opportunity for additional retail connection to neighboring landbay
3. Primary Retail Frontage: Should be dominant and mostly contiguous
4. Secondary Retail Frontage: Should be prominent but may be interrupted by lobbies for upper uses
5. Key Node or Intersection: Opportunity for focal point and/or public space to attract retail attention
6. Potential Anchor Location: Opportunities for retail footprints above or below grade to accommodate larger retail tenants, Junior Anchor tenants may be accommodated at grade.
7. Potomac Avenue: Not a retail street - design acts as a barrier to cross-shopping.

Detroit Neighborhood Retail Opportunity Study

Corridor Marketing Materials

In 2017, Streetsense completed the Neighborhood Retail Opportunity Study for the City of Detroit. Thirteen corridors were established, and the outcome of the report was a retail and redevelopment attraction strategy supported by marketing materials for “priority blocks” within the designated corridors. Marketing materials were dispersed throughout each of the communities and engaged stakeholders. These materials included demographic information, historical community profiles, and spending potentials for each study area’s trade areas.

DEMOGRAPHIC SNAPSHOT



POPULATION
 PTA — 46,633
 STA — 86,788
 TTA — 24,570
 DETROIT — 658,250



EMPLOYEES
 PTA — 9,681



MEDIAN HHI
 PTA — \$36,368
 STA — \$39,562
 TTA — \$30,890
 DETROIT — \$27,372



PRIMARY ETHNICITY
 (Non-white)
 PTA — African American 88%
 STA — African American 86%
 TTA — African American 85%
 DETROIT — African American 85%



EDUCATION
 (Bachelor's Degree)
 PTA — 38%
 STA — 22%
 TTA — 22%
 DETROIT — 20%

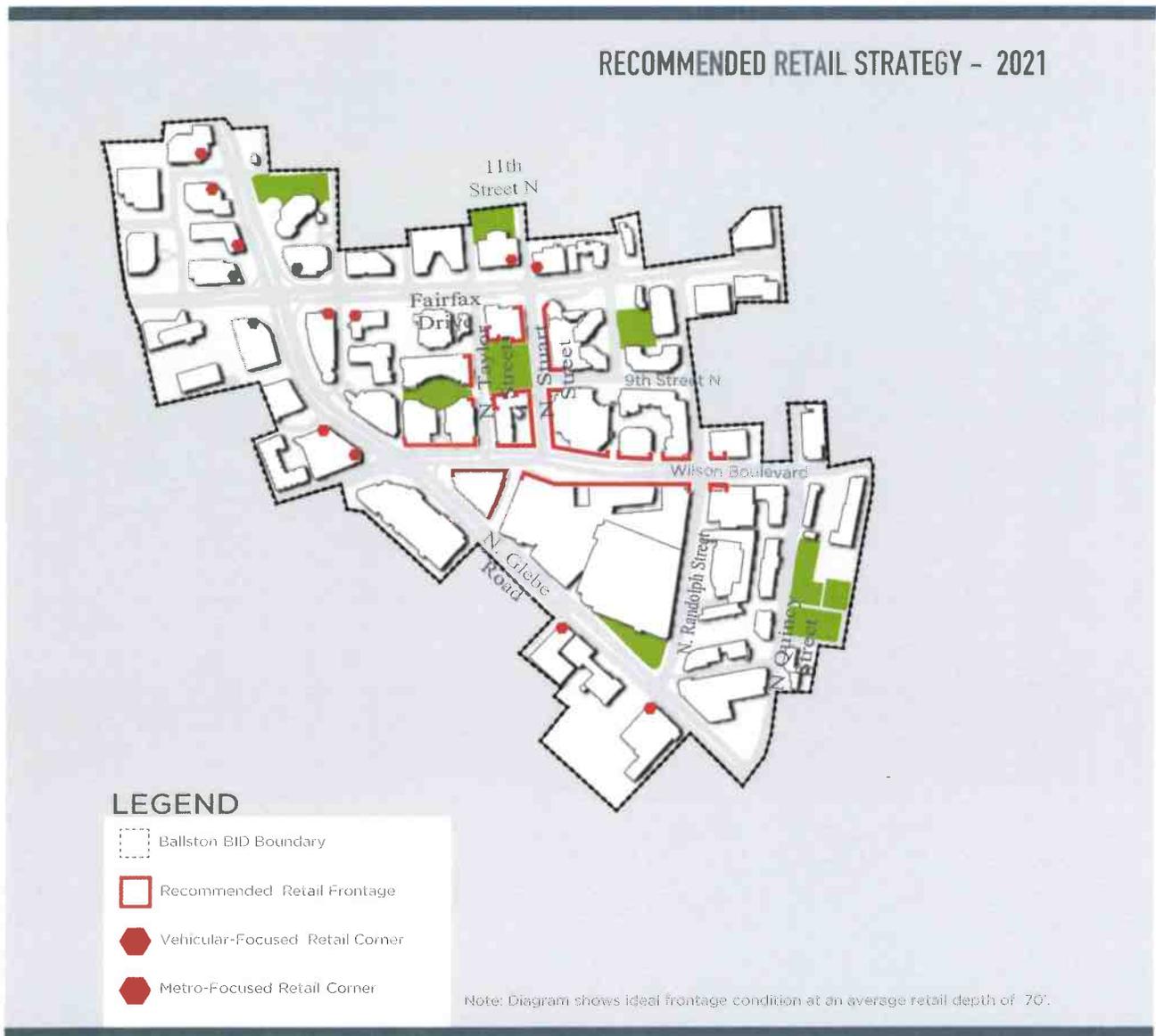


MEDIAN AGE
 PTA — 40
 STA — 38
 TTA — 39
 DETROIT — 35



Ballston Business Improvement District Retail Market Analysis

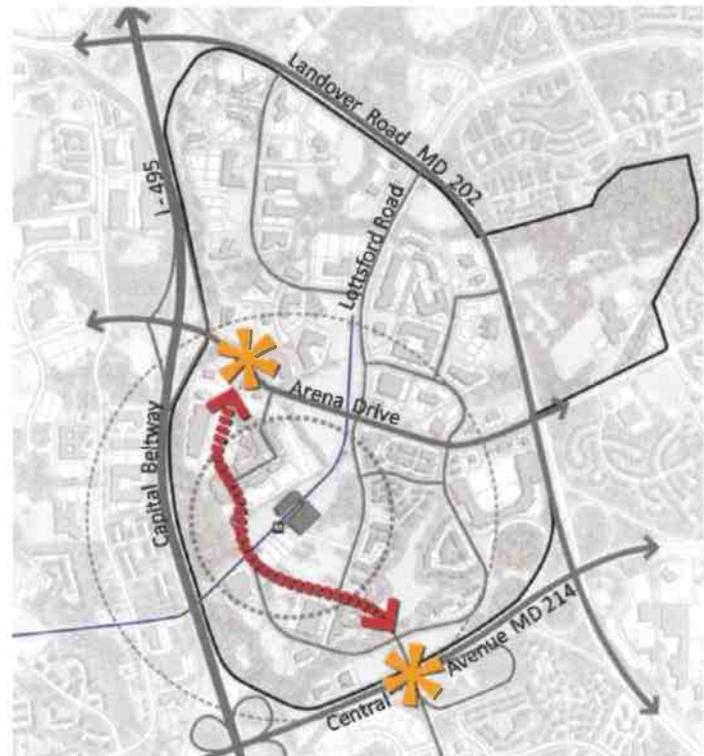
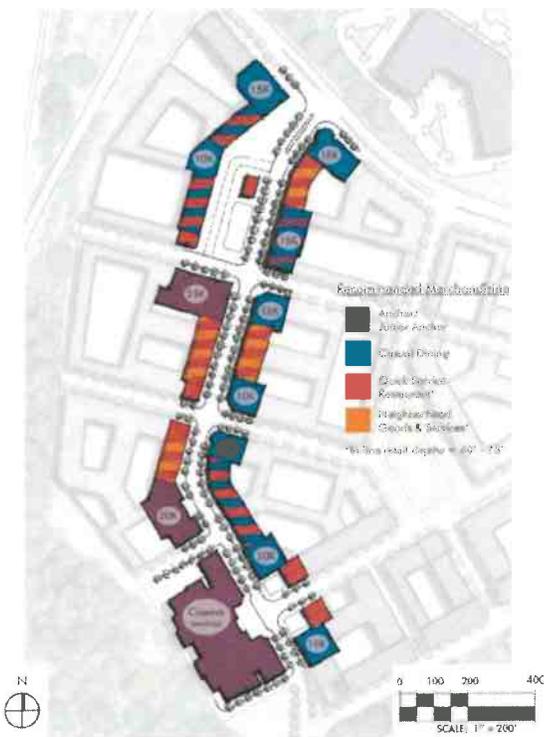
In 2016, Streetsense completed a Retail Market Analysis for the Ballston neighborhood in Arlington County, Virginia. Demand projections and recommendations for placement of clusters and best practices facilitated a retail strategy for the Business Improvement District into 2026. A physical planning study studied the impacts of several physical conditions on the “lease-ability” of retail space in the neighborhood.



Largo Town Center Market Analysis

Streetsense and Partners for Economic Solutions undertook a detailed market analysis to support the lead planner in an amendment to the Largo Town Center Sector Plan and Proposed Sectional Map. This effort, undertaken from late 2012 to early 2013, focused on the redevelopment of the underperforming Boulevard at Capital Centre shopping center, but included as well development opportunities east of the Metro station. Our team studied existing and projected demand for retail, residential, office, and hospitality uses as a basis for the planning strategy, as well as projecting the impact of potential development catalysts. We presented the results of this market analysis at a series of public workshops and provided the team with preferred locations, configuration, and merchandising for ground floor retail in mixed-use buildings based on the demand projected in our analysis.

The final document illustrated a robust transit-oriented development strategy for Largo Town Center. Our team expressed concerns that the proposed density and building typology was more aggressive than the existing market could bear, but the opportunity to increase potential height and density near a key Metro station was ultimately considered more significant than the impacts of immediate development.



City of Fredericksburg Neighborhood Area Plan

The City of Fredericksburg sought to better understand the retail markets within two of the twelve neighborhood areas within the City. Streetsense was tasked with completing market analyses and planning studies for each neighborhood to determine the amount of positive growth each area can support in the coming years. Streetsense analyzed the two neighborhood areas to determine the amount of retail square footage that is supportable and of which type of retail. These studies were done in the context of studying suburban-rural retail environments that contain primarily auto-oriented retail. After the market analysis, the planning team worked with the City of Fredericksburg to develop a series of planning maps that present existing conditions for land use, access and mobility, development patterns, and site features. The market analyses determined the appropriate amount of retail development for the two areas within the context of the City of Fredericksburg greater market. The Streetsense planning team planned a number of site plans that informed the City's understanding of appropriate development schemes for the future.



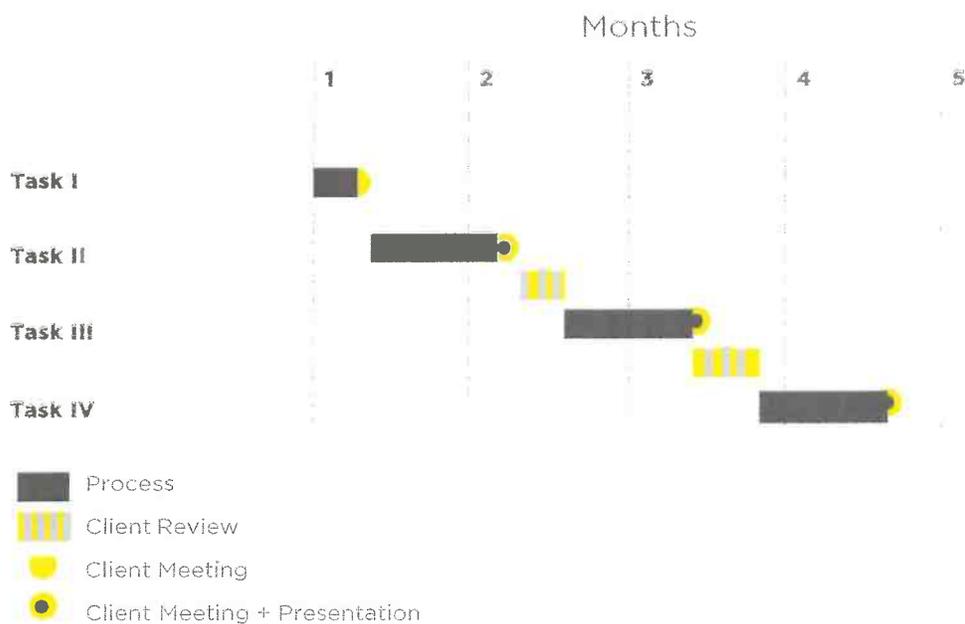
4

PROPOSED PRICE PLAN



Proposed Schedule + Budget

Service	Schedule*	Fee
TASK I: KICKOFF & SITE TOUR	1 week from contract signing	\$10,440
TASK II: MARKET EVALUATIONS	4 weeks from previous task completion	\$22,600
TASK III: CONCEPTUALIZING DEVELOPMENT OPTIONS + RECOMMENDATION REPORT	3 weeks	\$41,720
TASK IV: MARKETING MATERIALS AND DEVELOPER GUIDANCE	4 weeks	\$23,240



STATEMENTS



TERMS + CONDITIONS 2017

The General Terms and Conditions outlined below are part of the attached Proposal and are hereby incorporated by reference. Client's acceptance of this Proposal constitutes Client's acceptance of the following Terms and Conditions.

Fees + Hourly Rate Schedule

The services outlined in this Proposal cover the Scope of Work for the Subject Property as defined in this Proposal. Streetsense will complete the services outlined in this Proposal for the fees outlined. In the event that Streetsense and the Client encounter situations that include a need for revision or modification in the fees, Streetsense will discuss with the Client the courses and likely effects of the required modification, both in terms of timing and fees. Both parties agree to negotiate in good faith should a situation arise which requires a modification in the fees.

The total fee, if stated, shall not be exceeded without advance notification to the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time the services are rendered. Current hourly rates are as follows:

Administrative Support.....	\$65-150
Designer I.....	\$95
Designer II.....	\$115
Designer III.....	\$125
Retail Strategist Junior / Senior.....	\$100-175
Research Analyst / Strategist.....	\$125-150
Account Manager.....	\$150
Media Planner / Buyer.....	\$150
Brand Specialist / Artist.....	\$150-155
BIM Manager / Project Manager.....	\$150
Project Architect.....	\$150
Project Manager / Project Director.....	\$150-195
Senior Designer.....	\$155-175
Senior Project Architect.....	\$195
Senior Project Director.....	\$195
Senior Project Manager.....	\$195-215
Studio Leader / Visualization.....	\$195-215
Design Director / Technical Director.....	\$215
Practice Area Director.....	\$175-260
Executive / VP.....	\$225
Principal.....	\$265-295

Reimbursable Expenses

The following expenses are reimbursable items not included in the fee:

- Reproductions (blueprinting, copying, etc.)
- Postage and Delivery Services
- Permit Fees
- Photography and Renderings, etc.
- Permit Expediting services
- Travel expenses including airfare, rental car, hotel, mileage, parking, etc.
- All reimbursable expenses will be billed to you at cost plus ten percent (10%).

Consultant Expenses

If it becomes necessary to retain the services of any other Consultants not mentioned in the Scope of Work, their fees will be billed to you at cost plus ten percent (10%).

Additional Services

Changes to previously approved work are not included and will be billed as additional services at our current hourly rates as stated above.

Billing/Payments

Invoices shall be submitted, at the Client's option, either upon completion of such services or on a monthly basis, unless otherwise stated. Invoices shall be paid within thirty (30) days of the invoice date. If the invoice is not paid within thirty (30) days, Streetsense may, without waiving any claim or right against the Client, and without Liability whatsoever to the Client, terminate the performance of the service. For the convenience of our clients, invoice payment can be made via various methods including check, credit card, and wire or through the Automated Clearing House (ACH). A 3.5% convenience charge will be applied to all credit card payments. Inquiries and questions concerning any invoice shall be made in writing within ten (10) days of receipt. Failure to notify Streetsense within this period shall constitute a waiver to any claim with respect to the content or accuracy of the invoice, as well as the acceptance of services provided. If through no fault of the Architect, the services covered by this Agreement have not been completed within six months of the date of the Notice to Proceed, compensation for the Architect's services beyond that time may be appropriately adjusted.

Late Payments

Unpaid accounts may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate) at the sole election of the Firm. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Taxes

As applicable, Streetsense's professional fees may be taxable and those taxes will be in addition to our professional fees. Client shall be responsible for all sales, use and excise taxes, and any other taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Streetsense's income, revenue, gross receipts, personnel or real or personal property or other assets. Streetsense will remit applicable taxes to appropriate taxing authorities upon receipt from the Client. If, after audit or otherwise, the actual tax due is greater than the estimated tax paid, Streetsense may invoice such additional taxes to the Client at a later date. Client's obligation to pay those taxes shall survive the term or termination of this Proposal.

Client's Representative

The Client shall designate one person to act as coordinator between the Client and Streetsense. This coordinator shall be responsible for providing Streetsense with information from local consultants and the Client regarding special operational and code requirements, drawings, specifications and any other information required by Streetsense. This information shall be provided on a timely basis so as to enable Streetsense to adhere to previously established construction schedules.

Legal Jurisdiction

The laws of the Commonwealth of Virginia will govern the validity of this Agreement, its interpretation and performance, without regard to conflict of law principles. Any litigation arising from this Agreement shall be brought in the courts of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

Documentation Intent

Streetsense shall provide specifications, drawings and other documentation for design intent only for incorporation into architecture and engineering construction documents and specifications by respective consultants. Manufacturers will provide shop drawings or prototypes for all custom furniture, fixtures and millwork and those drawings will be reviewed by Streetsense for conformance with design intent. Purchase Orders will be provided by Client's purchasing agent. If Client chooses to have products manufactured by third parties, Streetsense will not bear responsibility for same and Client will be responsible for securing necessary copyrights.

Limitation of Construction Responsibility

Streetsense shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. Streetsense will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. Streetsense shall not have control over or charge of acts or omissions of the Contractors, or their agents or employees, or any other person performing portions of the Work.

Specifications

Streetsense's specifications are provided for design intent only and will convey information for products and their manufacturers. Streetsense shall bear no responsibility if the Client chooses to have the products made by third parties. It is the Client's responsibility to secure all such necessary copyrights.

Engineering

All necessary drawings and calculations for structural, building services and systems, false or hung ceilings, brackets, hooks or any devices or methods related to the structural strength or bearing shall be provided by an

engineer. Streetsense shall give necessary information on shapes, sizes, weights, etc., to be incorporated in the drawings to be prepared by such engineer.

Electronic Data

All electronic data transmitted by Streetsense is provided "As Is" and the Client is responsible for ensuring compatibility with Client's systems. Client acknowledges and accepts risk and responsibility for damages to Client's hardware or software related to the use or transfer of electronic data. Streetsense has the right to retain copies of all electronic data. Streetsense will not be responsible for any unauthorized changes to or use of such electronic data. Client further understands that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed/hard-copy construction documents and the electronic files, the signed/hard-copy documents will control. Finally, under no circumstances shall the delivery of electronic files be deemed a sale and Streetsense makes no warranties, either express or implied, of merchantability, compatibility, or fitness for any particular purpose.

Code Requirements

It is the Client's or Client's other consultants' responsibility to understand and comply with all building, fire, mechanical, electrical, federal, state and local codes and ensure necessary code approvals.

Damage Waiver

The Client and Streetsense waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by insurance. The Client and Streetsense shall require similar waivers from their contractors, consultants and agents.

Place of Work; Safety and Health

Unless otherwise specified herein, the services shall be performed at any location that is mutually agreed by the parties or else shall be performed at one (1) or more suitable sites procured by or on behalf of Streetsense or its applicable contractor(s). To the extent that the services are performed at any location that is owned or leased by the Client or made available by Client to Streetsense or any of Streetsense's contractors (a "Client Work Site Location"), Client shall be deemed to have care, custody and control of the Client Work Site Location and shall be responsible for ensuring the safety and health of all persons at the Client Work Site Location, including all personnel of Streetsense or any contractor thereof and of all other contractors, agents, representatives and invitees at the Client Work Site Location.

Publicity

Streetsense shall have the right to include photographic or artistic representation of the design of the project in Streetsense's marketing, promotional and professional materials. Streetsense shall be given reasonable access to the completed project to produce or commission such representations. Client will provide accurate professional

credit for Streetsense in promotional materials for the project, including signage at construction site, relative to Streetsense's Scope of Work as outlined in this Proposal.

Ownership and Use of Documents

As used herein, "Work Product" means collectively all information, materials, products, drawings, specifications, reports, proposals, and any other items, in any medium, prepared by or for Streetsense or its employees for the Client in connection with the services under this Agreement. Upon payment hereunder, the Work Product shall be promptly disclosed and furnished to the Client. All right, title and interest in and to the Work Product (with the exception of Preexisting Materials (defined below)) shall vest in the Client, and shall be considered a "work made for hire". To the extent the Work Product may not be considered a work made for hire, Streetsense assigns to Client all right, title and interest in and to the Work Product, including rights to copyrights in all copyrightable materials and in and to all patents that may be issued thereon. If the Work Product includes items previously developed or copyrighted by Streetsense or a third party, including, but not limited to Streetsense's or a third parties' proprietary methodologies and other creative tangible forms of expression, typical design standards and/or standard features or design elements not unique to the Project (collectively, the "Preexisting Materials"), the parties acknowledge and agree that Streetsense (or the appropriate third party) shall retain ownership of the copyright in and to such Preexisting Materials, and Streetsense hereby grants to the Client an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, copy, use, modify, distribute, prepare derivative works, perform, display, disclose and sublicense such Work Product for the Project and the purpose for which it was developed.

The Client acknowledges that the Work Product was produced specifically for the Project and not for any other project or purpose. Any unauthorized use of the Work Product other than for the Project and purpose for which it was produced shall be at the Client's sole risk and without liability to Streetsense or its subconsultants.

Indemnity

To the extent permitted by applicable law, the Client agrees to indemnify and hold harmless Streetsense, its principals, managers and employees against any and all liabilities, claims, causes of action, damages cost and expenses, which may at any time be asserted, brought, or incurred, arising from or related to the Client's negligence or willful misconduct in connection with this Proposal, including, but not limited to Client's use of the Instruments of Service for additions to this Project, or for any other purpose or project other than this Project (including, without limitation, attorney's fees) incurred by Streetsense in defending against, responding to, or otherwise dealing with such liabilities, claims, causes of action, damages, costs or expenses that arise directly from Streetsense's gross negligence or willful misconduct.

Limitation of Liability

Streetsense maintains professional liability insurance. This fee Proposal is based on Client's agreement to limit the professional liability exposure of Streetsense and its Consultants for errors and omissions, negligence, and breach of contract, etc. to the amount of the contract value above. This limitation shall apply regardless of the cause of action or legal theory asserted. Any additional insurance amount required by the Client above the contract value will be accommodated by Streetsense at the expense of the Client.

Streetsense shall not be liable for consequential, incidental special, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract or any other theory, or otherwise, and Client hereby releases Streetsense and its affiliates and agents from any such liability.

No direct or indirect partner, member, manager or shareholder of either party (or any officer, director, employee, agent, advisor, representative, investor, personal representative, trustee or employee thereof) shall be personally liable for the performance of any of the obligations of, or in respect of any claims against, such party arising hereunder.

Suspension

In the event the Project is suspended by the Client for more than 60 days, before work can resume on the Project, the Client must pay all unpaid Streetsense invoices plus a remobilization fee equal to ten percent (10%) of Streetsense's fees for services remaining to be performed after project suspension. The Client understands and agrees that there may be a delay before Streetsense is able to resume work on the Project and that changes to Streetsense's project team may occur. The Project Schedule will be equitably adjusted to accommodate time lost due to suspension.

Termination

This Proposal can be terminated by either party upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Proposal and fail to cure such failure within seven days, through no fault of the party initiating termination. Failure of the Client to make payments to Streetsense in accordance with the terms of this Proposal shall be considered substantial nonperformance and cause for termination. Streetsense shall not be liable to Client for delays or damages caused by Client because of such termination. In the event of a termination by either party, Streetsense's fees will be based upon the time and out-of-pocket expenses incurred through the date of termination. In that event, Streetsense's invoices will be payable upon presentation.

Termination Expenses

In the event of termination not the fault of Streetsense, in addition to compensation for services performed prior to termination, Streetsense will be compensated for Termination Expenses. Termination Expenses are in addition to compensation for services of the Proposal



and include expenses directly attributable to termination for which Streetsense is not otherwise compensated, plus an amount equal to ten percent (10%) of Streetsense' fees for services remaining to be performed after termination.

Force Majeure

The term "force majeure" shall mean, cover, and include, but is not limited to, the following: "Acts of God", acts or restraints of governmental authorities, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantines, embargoes, strikes, loss or shortage of transportation facilities, or any other act or event that is not within Streetsense's reasonable control. Any delays or failures in the performance of the Agreement by Streetsense shall not constitute a default hereunder if such delays or failures are caused by a force majeure event. Streetsense shall not be responsible to the Client for any cost(s) incurred by the Client resulting therefrom.

Resolution of Disputes

Any claim, dispute, or other matter in question arising out of or related to this Proposal shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Streetsense's services, Streetsense may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Such mediation shall be conducted at the local county court and in accordance with its Mediation Rules. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be determined by litigation if pursued by either of the parties. All mediation or litigation shall be conducted in English.

Language

The language of this Agreement and all related correspondence, including arbitration or legal actions, shall be in English.

Confidentiality

Unless otherwise required by the Virginia Freedom of Information Act or other Virginia law, the contents of this Proposal and Terms and Conditions attached thereto will remain confidential.