

OFFICIAL MINUTES OF THE REGULAR MEETING OF THE MANASSAS PARK GOVERNING BODY HELD ON TUESDAY, JANUARY 5, 2010 AT 7:00 PM AT MANASSAS PARK CITY HALL, ONE PARK CENTER COURT, MANASSAS PARK, VIRGINIA

**1. Roll Call:** Frank Jones, Mayor  
Bryan E. Polk, Vice Mayor  
Michael Bunner  
Fran D. Kassinger  
Suhas Naddoni

**Absent:** Keith Miller  
William J. Treuting, Jr.

**Staff Present:** Mercury T. Payton, City Manager  
Dean Crowhurst, City Attorney

**1. Approval of Agenda**

**MOTION:** Councilmember Polk moved to approve Agenda with following changes:  
Closed meeting requested for legal consultation with City Attorney and will be listed before Worksession on storm water management. Item 22e Contract: C02 Indoor Pool Roberts Oxygen removed from agenda. Add Santa Sleigh as Item 12 Presentations  
**SECOND:** Councilmember Kassinger  
**VOTE:** Unanimously passed

**2. Moment of Silence/Pledge of Allegiance:** Councilmember Bunner

**3. Public Hearing Ordinance and Plat of Vacation for a Portion of Manassas Drive.**

**NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR THE VACATION OF A PORTION OF MANASSAS DRIVE**

Notice is hereby given that the Governing Body of the City of Manassas Park will hold a public hearing on Tuesday, January 5, 2010 at 7:00 p.m., or as soon thereafter as possible, for the purpose of receiving public comment on and to consider an application to vacate a portion of public right-of-way (the "Right-of-Way") within Manassas Drive adjacent to the town center development known as Park Center. Public hearings are held in the Council Chambers at City Hall, One Park Center Court, Manassas Park, Virginia. The public is encouraged to attend this hearing and provide comments on the agenda items.

A complete copy of the proposed ordinance vacating the Right-of-Way is on file in the City Clerk's office in City Hall and is available for review on the City's web site at [www.cityofmanassaspark.us](http://www.cityofmanassaspark.us) and in the City Clerk's office between the hours of 8:30 a.m. and 5:00 p.m., Monday - Friday.

**Public Access:** The hearing will be held in a public facility believed to be accessible to persons with disabilities. Any person with questions about the accessibility of the facility should contact the City Clerk, Lana Conner, at 703-335-8808 or [l.conner@manassasparkva.gov](mailto:l.conner@manassasparkva.gov).

The City Attorney stated this is an application to vacate a portion of public right-of-way (the "Right-of-Way") within Manassas Drive adjacent to the town center development known as Park Center.

**Citizen Comment:**  
There were no citizens wishing to address this Public Hearing.

**Close Public Hearing:**

**MOTION:** Councilmember Polk moved to close Public Hearing.  
**SECOND:** Councilmember Kassinger  
**VOTE:** Unanimously passed

**4. Public Hearing Ordinance: Surplus Equipment: Well Lots: Notice:**

Notice is hereby given that the Governing Body of the City of Manassas Park will hold a public hearing on Tuesday, January 05, 2010 at 7:00 pm, or as soon thereafter as possible, for the purpose of receiving public comment and considering the following:

Declaring certain City-owned real property, known as Well Lots 2, 3, 4, 5, 6, 7 and 9 located within the Manassas Park Subdivision, to be surplus property and to offer such real property for sale to the public.

Public hearings are held in the Council Chambers at City Hall, One Park Center Court, Manassas Park, Virginia. The public is encouraged to attend this hearing and provide comments on the agenda items.

Information concerning this hearing is available for review on the City web site at [www.cityofmanassaspark.us](http://www.cityofmanassaspark.us) and in the City Clerk's office at City Hall between the hours of 8:30 a.m. and 5:00 p.m., Monday - Friday.

Citizens wishing to address Public Hearing:

Cris Clayborne, 136 Baker Street: Well Lot #9: Baker Street Park: He wanted to know who the city will sell this property to; will it be residents, privately owned. He would like to make it part of the park.

The City Attorney stated this Public Hearing is to declare it surplus because the land is no longer needed for the purpose as a well lot. If it is adjacent to a park it could become part of the park. Before anything is sold, it has to come to another public hearing where an agreed on contract would be voted on by Governing Body. If neighbors or adjoining property owners have a desire for the property, the City Attorney recommends they come up with a plan and present to Governing Body.

The Mayor stated we must declare the property surplus because the property is now part of the Enterprise fund because it was the original source of water for the western side. We are now part of a regional water plan; we don't need it for water production.

There were issues with sustaining those wells because of testing & certification. It is not prudent to keep them as backup.

City must first declare this property as surplus which allows city to consider a variety of options in terms of the disposal. The Governing Body will have a series of neighborhood meetings to see what the neighbor's interests are in terms of disposal.

Rob Damon, 138 Baker Street: He stated his questions were answered.

Betsy Hoffer, 115 Forrest Street: She stated her questions were answered also.

Kendall Gardner, 114 Martin Drive: He had several questions because there was information about city lots being sold. In some case, will the lots be subdivided or sold as one piece of property. Can the city sell Lot #6 (Courtney Drive) because there was an issue with contamination. He heard about federal government giving away land that had contamination and they were not allowed to get rid of the land. The Mayor stated the issues with this well are bacteriological associated with water supply. Those wells would be properly secured and closed off so it cannot be used as water supply. The contamination Mr. Gardner is talking about is environ hazard contamination and that does not apply at these well.

These well sites are not zoned for building a house on it. Will the property have to be rezoned? The City Attorney stated it depends on the use of the property. The City Attorney stated you have to have set backs, frontage to a public road, and access to a public right of way. Mr. Gardner stated that the lot on Courtney does have a road access. The City Attorney stated the access easement would dictate what it would be used for.

Adjacent homeowners: Mr. Gardner stated there is a state law that governs sale of public property. The city has followed all state and local laws regarding sale of surplus property. The Mayor stated the first procedure is declaring property surplus and then the range of mechanisms for disposal. Anytime the city does anything like this they make sure their procedures are statutorily sound.

The Mayor asked Mr. Gardner to send his questions in writing to City Manager and he will gather this information for the Town Hall meeting. Public Hearings are to get feedback from citizens and not to answer questions asked from the floor.

Close Public Hearing:

MOTION: Councilmember Kassinger moved to close the public hearing.

SECOND: Councilmember Polk

VOTE: Unanimously passed

5. **Citizen Time:** There were no citizens wishing to address Governing Body.
6. **Presentations:**
7. **Introduction of new Human Resources Director:** Magalie "Maggie" Kain
8. **New Businesses in Manassas Park:** Carried over until February meeting.
9. **Update on Schools:** copy of report made part of record.
10. **Monthly Departmental Updates Written**

11. **HDR Update on new Community Center:** copy of report made part of record.

Catherine Morretta, Director of Parks and Recreation: There is still a lot of site work left to do. Facility is scheduled to open in a couple of weeks. HDR will have to complete testing and certification of the final work. They are coming to an end of a very long process.

Rodger Solomen, HDR: Ceremony will be held this Friday. The building is complete but not the entire project. It is a great building. Substantial completion was given to the contractor on Christmas Eve. Warranty for the building started that day. They are completing the punch list at this time which is mostly minor items. Completion of site work is scheduled for May 24, 2010 which is an additional 132 days for the project. School building was received by the city about ten months late. This is not the contractor's fault.

Councilmember Naddoni asked who would be supervising this extension of the contract work.

Mr. Solomen stated their contract will be effective through March 2010. They have about \$16,000 left of their expense funds and they have used \$2,000.

This contract is still under budget by about half million dollars. Contingency budget is separate from the project budget.

**MOTION:** Councilmember Kassinger moved to authorize in concept the change order to modify the completion date for the contract by an extension of 132 days and further that the contract be placed on next agenda for approval.

**SECOND:** Councilmember Bunner

**VOTE:** Unanimously passed

Jody Leigh, Leigh Marketing: They have been working hard on the event planning for VIP ribbon cutting this Friday. This includes press and hopefully a television station, etc. They will have a catered luncheon and a guided tour of the facility from 11am-2pm. They are working on the city website; current and the new one. They are going to automate as much as possible so citizens can do everything on line as far as programs. They will introduce their new brochure at the ribbon cutting ceremony. The grand opening for general public will be held on January 16, 2010 from 11am-4pm.

The Mayor applauded all of the parks & recreation staff because this was designed with family in mind from ground up. It supports all of the recreation needs. It is also a health focus facility. Omni Link could be used by citizens. The city has a bus that could be used to bring seniors to the facility.

12. **Recognitions:**

**Santa's Sleigh:** There is a lot of work that goes into Santa's Sleigh. Councilmember Kassinger stated Martin Luther King a historical social leader once used the biblical parable to illustrate how others can make a positive difference in the world. He referenced Jesus Christ's story of the Good Samaritan where two strangers had passed a fallen hungry and hurt man on the roadside. The two travelers were perhaps tired or late for an engagement or had other things on their mind that day and had little time to waste. Martin Luther King asserted that when they saw the fallen man, the two travelers asked if I help this man what is in it for me. They went on without helping the fallen man.

A third Samaritan passed by the fallen human and Martin Luther King said this third Samaritan probably equally burdened with the same responsibilities of the first two travelers reversed the question of what is in it for me and instead asked what is in it for the man. The third traveler stopped and helped the man. Similarly in its eighth year of operation, the city Santa sleigh team comprised of neighbors, friends, fellow employees, select businesses and incredible city staff stopped to make a positive difference for 150 hurting Manassas Park citizens who are also on our city roadside. These 150 neighbors have lost significant income this last year. One experienced an unexpected infant death. Few were struggling to get their children's desperately needed medical care. A few citizens by the proverbial roadside had found their marriage had suddenly failed and their kids now unsupported with income.

Some had been evicted because they had to make a choice between food and warmth and rent. More cases were of people aging, hurting and lonely. In all cases, these Manassas Park neighbors needed support. There was a seven year girl at the annual Christmas party at parks & recreation refused to open her single Christmas present that was given to her at that time even after being coaxed several time by parks & rec. staff she still refused to open her gift. She said I don't want to open it because it will be the only one I get and I want to make it last for mommy. The Santa Sleigh heard her cry and the other 149 out their on the roadside. The weather was icy and the hours were creeping into days and the donations seemed non-existence. Many begin to despair on how Santa Sleigh could help these people but somehow over time the collective efforts of the few turned into the generous donations of the many. One gift at a time and one dollar added to another one pair of hands helping a second, Santa's Sleigh got packed and in the name of Christmas human giving tend to create miracles when it was needed most at the most needed time of the year. None of Santa's Sleigh supporters neither asked nor expected the recognition that she wants to give them tonight. Some contributors called and asked their names not be listed among the donors. There are a few at the meeting tonight and others who she hopes are listening. The city wants to thank you. This is an acknowledgment of the people in random order. She asked that you bear with her as she goes through some of the contributions that were made. Catherine Morretta, Theresa Polk, and Ron Winder invested incalculable off time hours and long weekends to manage and pull the entire sleigh effort together. Lana Conner, Cindy Gardner, Winnie O'Neal, Susanna Kirstening, Donna Flory, Julie Drake and her daughter Courtney who wrapped over a 1,000 presents into the late hours of December 23, 2009. Bill and Anna Treuting, Dick Moore, Bryan Polk, Dean Goodwin, and Donna Flory who drove the collective support items and brought cheer to all 150 recipients. Donna Flory and her friend Lucy, Bob and Susanna Kirstening and to neighbors such as James Smith, Julie Qualls, Jo Moore and her daughter Kara Hagerman and other neighbors in the neighborhood who baked, wrap and supported the cause. There was the Park family, Flores family, Hilliard family, Gustin family, the Treuting's, the Jones and individuals such as Patty Trimble and Vanessa Watson who reached into their pockets to offer extremely generous support.

Businesses such as NOVEC, OWPR, Walmart, HDR, Northside Auto Sales, East to West Embroidery Shop, Vitta Pizza, Manassas Park Fire Department and Manassas Park Police Department, the Department of Treasury staff, Joe 15 team who gave in memory of a teenage friend who died this year.

She thanked the Manassas Mall Macy employees who insisted on giving to Santa's Sleigh. City Staff and school members all insured that feeding and gifts were intact.

David Coates bravely negotiated the snowy roads to the grocery store to personally purchase and load 25 fully supported Christmas meals for gift recipients and Jo and Dick Moore who supplemented those gifts.

Dean and Evelyn Crowhurst who continuously ensure that every gift recipient has something warm to wear in the winter.

She wanted to reiterate that these people did it without concern about what is in it for them. This program appreciates each contributor both named and unnamed tonight who help our citizens in their time of need. Each contributor provided them fuel for Santa Sleigh program and gave further testimony on why Manassas Park is one special place to live.

The Mayor stated this is truly a unique endeavor to our community but it is a community changing endeavor. It engenders a sense for the young folk who are recipients of what it means to be a resident of the community that cares. It is one of the things that make a little bit different and a benchmark in terms of how we feel and how we handle situations in our community. The Mayor applauds all who participated in Santa's Sleigh and commends the efforts.

The Mayor stated Councilmember Kassinger was the parent of this Santa Sleigh program. It would not have gotten started had she not very quietly from her own garage started operating this program. She is owed a huge debt of gratitude for the things she had done and thanked her for everything she has done.

**13. Recognition: Social Services:** Nia Akinkugbe: Virginia Workforce Development Profession (VWOP) Certification

**14. Recognition: Social Services:** Two Social Services Employees, Latasha Simmons and Patrice Cooke were recognized by citizens for their hard work and assistance.

**15. Recognition: Social Services:** CFSIA Requirements: 100% achieved FY99

**16. Fire Department:**

**16a. Recognition:** Lt. Tom Oliver-Kiwanis Hero/Firefighter of the Year

**16b. Recognition:** Fire Department: A-Shift Fire & Rescue

The police department has a video of the fire that occurred on Manassas Drive and will show that at the January 19, 2010 meeting.

**17. Recognition:** Public Works for Removal of Snow: January 19, 2010 meeting

**18. Receipt of UASI funded Decontamination Trailer (joint effort with Manassas Fire):** they received funding and the trailer will be housed in Manassas and will be an asset to both cities.

**19. General Update:** City Staff: no updates for this meeting

**20. Consent Agenda**

**20a Appointment: Council of Government: Board of Directors and Planning Board:** Frank Jones, COG Board of Directors, Suhas Naddoni, National Capital Region Transportation Planning Board

**20b Appointment: Senior Citizen Advisory Commission:** Noreen Slater and Robert Maitland: Parks & Recreation

**20c Contract with Kinetic Endeavors LLC for Festival of Races: Parks & Recreation**

**20d BARCO release of retainage and final Costello Park Payment \$39,223.75: Parks & Recreation**

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

SECOND: Councilmember Bunner

VOTE ROLL CALL: Yes: Kassinger, Bunner, Naddoni, Polk, Jones

**21. Unfinished Business:**

**21a. Manassas Drive Median Features:**

This is a result of a letter written to City Planner by Jim Fowler, Clark Realty, regarding median lights and trees. Clark would like a release from the aforementioned improvements. An original approved master plan between the City and Clark showed street trees and lights in the median on Manassas Drive between Euclid Ave. and Centreville Road. During weekly meetings between staff and Clark representatives, it has been determined that significant issues arose with these improvements, namely with NOVEC that prohibit the installation of said improvements. As you can see the project is in the final stages of construction and the developer is preparing to move from performance bond to a maintenance bond, so with that they would appreciate a timely response

Jim Fowler, Project Manager for Clark Realty addressed this item. He stated after reviewing the existing conditions and utilities in and adjacent to the median, Clark feels that the constraints make the implementation of the improvements impractical. The following circumstances exist and led Clark to reach this conclusion.

1. NOVEC does not support the maintenance of the new proposed streetlights or absorb the cost of power consumption for these lights under the current franchise agreement.
2. There are existing utilities within the median which will conflict with the installation and easement requirements of the proposed improvements,
3. We understand from the City of Manassas Department of Public Works that state funds have been allocated for improvements to the intersection at Euclid and Manassas Drive which will require portions of the proposed improvements in the attached exhibit to be demolished in the near future.
4. The median currently contains mature landscaping in good condition which provides an attractive tree lined entrance road and front door for the City Center area.
5. Street lighting already exists on each side of Manassas Drive between Euclid and Rt. 28 which is maintained and powered by NOVEC at no cost to the City as part of the existing franchise agreement.

The Mayor asked about the dollar value associated with this issue and will that value be directed elsewhere. The City Attorney stated there are two components of the work along Manassas Drive; the agreement between the city and Clark which is the purchase and development agreement which obligates them to spend \$1.2 million dollars toward those streetscape improvements. The CDA was formed and they funded the Manassas Drive improvements. Clark is the sole property owner that is paying into that. That obligation was then moved over.

We are currently looking at the budget for the whole project and it appears that more than \$1.2 million has been spent on Manassas Drive improvements. The City Engineer and City Attorney review all the CDA requisition to date and believes they are up to \$1.3 million. City Attorney stated there is no additional money returned for other pieces of work that could be done in the road bed area.

MOTION: Councilmember Kassinger moved that Governing Body agrees with request from Clark Realty by letter dated November 3, 2009 and authorize Clark to not install the additional landscaping and street lights on the median between Route 28 and Euclid Avenue on Manassas Drive.

SECOND: Councilmember Bunner

VOTE ROLL CALL: Yes: Kassinger, Bunner, Naddoni, Polk, Jones

**22. New Business:**

**22a. Ordinance \_\_\_\_\_ Approval of Ordinance and plat of vacation for a portion of Manassas Dr.:**

The Governing Body held a Public Hearing earlier tonight on this ordinance and plat of vacation for a portion of Manassas Drive. There is also an Exhibit that must be attached showing the vacated portion. The city must wait 30 days before they can record it among the land records. This gives citizens a chance to challenge if they wish to do so. They will have the easement document as well as the deed and plat of easement discussed earlier.

MOTION: Councilmember Polk moved to approve as presented by City Attorney with provisions noted above and authorize Mayor to sign.

SECOND: Councilmember Kassinger

VOTE: Yes: Polk, Kassinger, Bunner, Naddoni, Jones

**22b. Marketing & Graphic Design Services: Contract Leigh Agency: Marketing: Parks & Recreation: Catherine Morretta, Director:**

The City requires the provision of marketing and graphic design services and related supportive capabilities to support the promotion of the new Community Center. The City lacks sufficient resources to provide such services. In accordance with Section 2-175 of the Code of the City of Manassas Park, Virginia, the City has solicited three businesses to submit quotations to provide marketing and graphic design services.

In response to the Solicitation, the Contractor submitted a Scope of Services and Schedule of Costs to provide for marketing and graphic design services. Following consideration of all quotes received by the City in response to the Solicitation, the City has determined that the Contractor's Proposal was most responsive 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 this Agreement, the Virginia Public Procurement Act, and Section 2-175 of the Code of the City of Manassas Park, Virginia. The Contractor shall perform 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 the specifications according to this Agreement and the following documents, which documents are incorporated herein by reference. The initial term of this Agreement (the "Initial Term") shall commence on the date of execution of this Agreement (the "Effective Date") and shall terminate on the date that is nine (9) months following the Effective Date.

The term of this Agreement may be extended for up to four (4) additional terms of one (1) year each (each, an "Additional Term" and, together with the Initial Term, individually referred to as a "Term"), provided that either the City's city manager (the "City Manager") or the City's Parks and Recreation director (the "Parks and Recreation Director"), as the designated representative of the City's governing body, has first authorized each such extension prior to the expiration of the then-current Term.

If the City Manager or the Parks and Recreation Director has not authorized such extension prior to the expiration of the then-current Term, 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).

MOTION: Councilmember Kassinger moved to approve the Marketing & Graphic Design Services Contract with Leigh Agency as recommended by park & recreation department.

SECOND: Councilmember Bunner

VOTE ROLL CALL: Yes: Kassinger, Bunner, Naddoni, Polk, Jones

**22c. City Center Business District: Creation of City Center Business District:  
City Attorney**

Currently there is confusion about what land is included within the City's new downtown area known as City Center. The original area of Clark's Park Center project is generally accepted as being included within City Center, but other land is also included. In order to be able to provide City directional signs to City Center, the area needs to be clearly defined as a City area, with the Clark project being only one part of City Center. In addition, defining the boundaries of the City Center business district would allow the Governing Body to enact legislation in the future that is specific to City Center (e.g., a special zoning district or overlay district, an economic development zone, a technology zone, etc.). The idea for a defined downtown in the area around City Hall has existed for over 10 years.

The first phase of development in the area, Buildings A and B of Clark's Park Center project, is nearing completion. But those two buildings have been and are seen more as the genesis of a much larger downtown area.

In order to help define the downtown area, the future land use map included in the City's February 2006 Comprehensive Plan showed an area planned for a town center as comprising the land east of Euclid Avenue, west of the railroad tracks, north of Prince William County and south of Owens Drive/Venture Court. In November 2007, the area planned for a town center was enlarged to include the remaining area of the Conner Center Business Park north to Prince William County. The change in November 2007 was made in anticipation of the possible decision by the Base Closure and Realignment Commission (BRAC) to relocate the Army's Washington Headquarters Services (WHS) to Manassas Park. BRAC subsequently decided not to relocate WHS to Manassas Park and the area now shown as being planned for a town center is likely no longer an accurate description of what the downtown area should encompass.

Designation of a City Center business district would define the downtown area and allow for targeted development. The future land use map in the Comprehensive Plan could be revised to show the business district as the downtown area, the zoning ordinance could be amended by creating a new zoning district or an overlay district, and the City could provide incentives to current and future businesses and land owners within the district. None of these actions would occur without future action by the Governing Body, but having a designated downtown area would make it easier to coordinate future actions. Recommendation: Approve the creation of the City Center Business District as shown on the attached exhibit.

MOTION: Councilmember Polk moved to approve the creation of the City Center Business District as presented.

SECOND: Councilmember Naddoni

VOTE ROLL CALL: Yes: Polk, Naddoni, Bunner, Kassinger, Jones

**22d. Active Net Contract: Parks & Recreation:**

The City Attorney stated there were a couple of textural changes he wanted to summarize. Active Net agreed with all changes made except for #8 Terms and Termination; the second to last sentence there starts up the non-appropriation clause we have for the city. We have multiple year agreements unless there is ability for the city to unilaterally terminate upon 30/60 days. The City Attorney put in a non-appropriation clause so that if for some reason money is not appropriated in a budget for that item the city can terminate with no additional penalty. They asked the city to change the second line from the bottom where it says may terminate this agreement upon 30 days prior written notice to 60 days prior written notice. The City Attorney stated this is fair.

Indemnification: the language that is in there now is very one sided. The city cannot indemnify a private party in Virginia. A lot of private entities do not feel comfortable however having indemnification language only having them on the hook. They ask the city to remove entirely any indemnification or make it applicable to both parties. The only way to do that is put qualifying language in the front that says to the extent permitted by applicable law which means the city cannot indemnify. It is the same results but some entities outside of Virginia do not feel comfortable with indemnification language that is one sided.

Ms. Morretta stated this is a third party host technology application that will streamline the operations within the recreation department as well as the online registration and over the counter registrations. This is the next critical step in advancing our organizations effectiveness and efficiency and being a good customer's service and customer responsive organization. This is a \$5,000 fee per year which is low.

The Mayor would like more information on their continuity of operations if something catastrophic should happen. The City Attorney stated they have a disclaimer of warranty limitation liability which is broad. Active Net would not be responsible for indirect incidental consequential or loss profit damages. The city has ways to track all transactions from the city side.

MOTION: Councilmember Kassinger moved to approve amended Active Net Contract subject to final review and resolution by the City Attorney on Paragraph 7: the continuity of operations issue.

SECOND: Councilmember Bunner

VOTE ROLL CALL: Yes: Kassinger, Bunner, Naddoni, Polk, Jones

**22e. Contract: CO2 Indoor Pool: Roberts Oxygen: Parks & Recreation:**

The Director of Parks & Recreation requested this item be removed from the agenda.

**22f. Ordinance \_\_\_\_\_: Per Public Hearing declaring certain City-owned real property known as Well Lots surplus equipment:**

This is only declaring this property surplus. A Town Hall meeting will be scheduled to address this item further.

MOTION: Councilmember Kassinger moved to approve Ordinance as presented.

SECOND: Councilmember Naddoni

VOTE ROLL CALL: Yes: Kassinger, Naddoni, Bunner, Polk, Jones

The City Manager will schedule two Town Hall meetings to give citizens an opportunity to provide feedback on the fate of these well sites. They could be held at police station community room or community center at parks & recreation building.

**23. Closed Meeting State Code of Virginia Freedom of Information Act: Section 2.2-3711a of the Code of Virginia (7) Consultation with City Attorney: 9:05 pm:**

MOTION: Councilmember Polk moved to accept recommendation of the City Attorney that the Governing Body go into closed meeting to consult with the City Attorney regarding a specific legal matter requiring the provision of legal advice by the City Attorney, pursuant to paragraph 7 of Subsection 2.2-3711A of the Code of Virginia.

SECOND: Councilmember Bunner

VOTE ROLL CALL: Yes: Polk, Bunner, Kassinger, Naddoni, Jones

**24. Return to Open Session at 9:20 pm:**

MOTION: Councilmember Naddoni

SECOND: Councilmember Kassinger

VOTE: Unanimously passed

**25. Certification & Action out of Closed Meeting if Necessary**

MOTION: Councilmember Naddoni moved the following Resolution:

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

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

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

SECOND: Councilmember, Polk

VOTE ROLL CALL: Yes: Naddoni, Polk, Bunner, Kassinger, Jones

**27. Adjournment at 9:21 PM:**

The Mayor adjourned the regular meeting at 9:21 pm and Governing Body went into a Worksession on Stormwater Management. The Mayor adjourned the Worksession 10:35pm.

Approved February 16, 2010

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Frank Jones, Mayor

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Lana A. Conner, City Clerk