



City of Manassas, Virginia
City Council Meeting

AGENDA

City Council Regular Meeting
Jennie Dean Elementary School Auditorium
9601 Prince William Street
Manassas, VA 20110
Monday, June 24, 2024

Call to Order - 5:30 p.m.

Roll Call

Invocation and Pledge of Allegiance

Council Time

Mayor Time

Staff Reports

1. Presentations

1.1 Manassas City Police Youth Police Camp Graduates

1.2 Proclamation - Park and Recreation Month
[Park and Recreation Month Proclamation](#)

2. Consent Agenda

All matters listed under the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If

discussion is desired, that item will be removed from the consent agenda and considered separately.

SUGGESTED MOTION: "I move that the Consent Agenda be approved and the readings of the ordinances be dispensed."

SUGGESTED MOTION #2: "I move that Items # and # be removed from the Consent Agenda and be added as Items # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears and the readings of the ordinances be dispensed."

- 2.1 Resolution #R-2024-114: Outdoor Dining License Agreement on Center Street for Honey & Ivy (9105 Center Street)**
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)
[Agenda Statement - Outdoor Dining Agreement - Honey & Ivy](#)
[Resolution #R-2024-114 Honey & Ivy](#)
[Outdoor Dining License Agreement](#)
- 2.2 Resolution #R-2024-117: Approve MOU Between the City and the Prince William County Soil and Water Conservation District**
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)
[Agenda Statement - Soil and Water MOU](#)
[Resolution #R-2024-117 - Soil and Water MOU](#)
[2024 City of Manassas & Prince William SWCD MOU](#)
- 2.3 Compensation For Constitutional Officers**
(Staff: Douglas Keen, Interim City Manager)
[R-2024-113 Compensation For Constitutional Officers CLEAN](#)
[R-2024-113 Compensation For Constitutional Officers REDLINE](#)
- 2.4 Approval of Minutes: May 13 (Regular Meeting), May 20 (COTW)**
(Staff: Eric W. Smith II, City Clerk)
[2024-05-20 City Council COTW Minutes](#)
[2024-05-13 City Council Minutes](#)

3. Ordinances and Resolutions

- 3.1 Resolution #R-2024-115 - Cooperation Agreement- Manassas Shopping Center**
(Staff: Patrick Small, Economic Development Director)
[Agenda Statement - Cooperation Agreement Manassas Shopping Center](#)
[Resolution #R-2024-115 - Cooperation Agreement- Manassas Shopping Center](#)
[Cooperation Agreement- Manassas Shopping Center](#)

4. Public Comment

The Public Comment portion of the agenda is set aside for those residents who wish to address the Council for less than three minutes each. Residents need not give prior notice to the City to speak during the Public Comment portion of the agenda. Residents may address the Council for longer than three minutes if they ask the City Manager for a place on the agenda at least four working days before the meeting.

Adjournment



PROCLAMATION

WHEREAS, parks and recreation are an integral part of communities throughout this country, including City of Manassas; and

WHEREAS, parks and recreation promote health and wellness through accomplishing the goals of the Healthy Eating Active Lifestyle communities which improves the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, City parks serve as vital community hubs, bringing residents together for special events such as Plan Your Park hosted in Winterset Park and Park Day celebration at the Harris Pavilion, while also engaging broad audiences through park and recreation programming and activities, including contributions from local Eagle Scouts who build walking trails to support history and environmental education; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to nature by creating diverse habitats through No Mow Zones and a Bee Apiary, supporting the environmental well-being of our community pollinators, and serving as essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our 23 parks, cultural, and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and the City of Manassas recognizes the benefits derived from parks and recreation resources; and

NOW THEREFORE, I Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby recognize July as Park and Recreation Month in the City of Manassas.

Park and Recreation Month

in the City of Manassas and urges all citizens to visit and explore the City's many park and recreation facilities throughout the year.

ATTEST:

Michelle Davis-Younger
On behalf of the City Council
of Manassas, Virginia

Mayor

Eric W. Smith II
City Clerk



City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA 20110

Meeting Date:	June 24, 2024
Time Estimate:	Consent
Agenda Title:	Resolution #R-2024-114: Outdoor Dining License Agreement on Center Street for Honey & Ivy (9105 Center Street)
Recommendation:	Approve Resolution #R-2024-114
Motion:	<u><i>If approved as part of the Consent Agenda:</i></u> I move that the Consent Agenda be approved. <u><i>If removed from the Consent Agenda:</i></u> I move approval of Resolution #R-2024-114.
Date Last Considered by City Council:	N/A
Summary and/or Comments:	The City grants license agreements for the use of a portion of the public sidewalk in the historic downtown for the outdoor dining. The owners of Honey & Ivy (9105 Center Street) have requested approval to use the sidewalk for two small outdoor dining areas on Center Street in front of their business.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Matthew D. Arcieri, AICP, Assistant City Manager/Director Planning & Community Development marcieri@manassasva.gov (703) 257-8232

MOTION:

June 24, 2024
Regular Meeting
Res. No. R-2024-114

SECOND:

RE: RESOLUTION APPROVING OUTDOOR DINING LICENSE AGREEMENT BETWEEN
HONEY & IVY AND THE CITY OF MANASSAS FOR AN OUTDOOR DINING AREA

WHEREAS, Honey & Ivy, LLC has requested approval to use the sidewalk in front of the property on Center Street; and

WHEREAS, the two small outdoor dining areas are depicted in the exhibit of the outdoor dining license agreement; and

WHEREAS, approval of an outdoor dining license agreement for the operation of outdoor dining in the downtown arts and tourism district is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby approve the attached outdoor dining license agreement between Honey & Ivy, LLC and the City of Manassas, and authorizes the Interim City Manager to sign the agreement.

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith, II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CITY OF MANASSAS
NONEXCLUSIVE LICENSE FOR THE OPERATION OF OUTDOOR DINING IN THE
DOWNTOWN ARTS AND TOURISM DISTRICT

THIS NONEXCLUSIVE LICENSE is made on this 24th day of June, 2024, by and between the CITY OF MANASSAS, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the “City”), and **Honey & Ivy**, a limited liability company organized under the laws of the Commonwealth of Virginia (the “Licensee”).

RECITALS:

1. The City is the owner of the public sidewalks and parking spaces located in the City of Manassas, Virginia (the “Property”). These sidewalks are passageways for the public, and the City holds and maintains them for the common good.
2. The City has designated that area defined as the Downtown as an Arts and Tourism District pursuant to Ordinance #O-2009-15.
3. The City desires to facilitate outdoor dining in the Downtown Arts and Tourism District to create an active streetscape, enhance the economic and social vitality, and promote pedestrian and retail-friendly activity. The City desires to allow for the use of the public right-of-way for such outdoor dining, while ensuring that the public’s use of the sidewalks, streets or alleys will not be significantly impaired by such dining and that adjacent commercial and residential uses will be protected from any adverse impacts from such dining.
4. Licensee desires to obtain a license for the operation of outdoor dining in the Arts and Tourism District at **9105 Center Street** (address).

WITNESSETH:

That for and in consideration of the mutual promises and undertakings herein set forth, and subject to the following limitations, terms and conditions, the City hereby grants to the Licensee a Non-Exclusive License (the “License”) to use and occupy that portion of the Property described below:

5. Recitals: The Recitals are hereby repeated as a material part of this License.
6. Description of Licensed Premises: The Property is owned by the City of Manassas, Virginia, and encompasses that portion of the public sidewalk or parking space as more clearly depicted in Exhibit A.

7. Term: This License shall remain in effect at the pleasure of the City Council who may terminate the license with a minimum (10) days notice to the Licensee. The Licensee may elect to discontinue use of the public sidewalk/parking space at any time but for the purpose of this agreement if the Licensee fails to make use of the sidewalk/parking space for a period of more than six (6) months the agreement shall be void.
8. Business, Professional and Occupational License (BPOL): The Licensee must obtain and maintain a City of Manassas BPOL at all times.
9. Use of Property: The Licensee is hereby granted the use of the Property for purposes of operating outside dining under the following conditions:
 - 9.1 The outside dining area must be located adjacent to the property of the Licensee's existing or proposed, lawfully operating restaurant or specialty food shop. Any proposed license area that is not directly in front of the licensee's property frontage will only be considered by the City if the adjacent property owners and tenants approve of the use in writing to the City.
 - 9.2 The total number of seats (both indoors and outdoors) shall not exceed the restaurant's previously approved maximum number of seats unless a building plan for additional seating is submitted for review by the City of Manassas and the number of seats reviewed and permitted pursuant to building and fire code requirements.
 - 9.3 The Licensee is responsible for ensuring that the dining area has adequate illumination for patron safety during the hours it is being used.
 - 9.4 A detectable barrier is required for the full perimeter (with the exception of access openings) when the outdoor dining seating extends more than 3 feet into the public right-of-way (sidewalk/parking spaces). Restaurants which do not serve alcohol and whose outdoor seating extends 3 feet or less into the public right-of-way are not required to enclose the full perimeter of the seating area but may do so on an optional basis.
 - 9.5 In the event of a declared snow emergency, the Licensee shall remove all sidewalk furniture in order to facilitate public snow removal of the downtown area. The City shall not be responsible for damage to sidewalk furniture that is not removed prior to snow removal.
10. Design of the Outdoor Dining Area: The outdoor dining area is to be attractive, and promote pedestrian, restaurant and retail friendly vitality under the following conditions:
 - 10.1 In order to allow adequate pedestrian traffic areas and emergency access around outdoor dining areas, at least 5 feet of unobstructed corridor space must be maintained for sidewalk pedestrian traffic. The layout of the outdoor dining area must allow a

wheelchair passing space of at least 60 inches by 60 inches at some location along the block possessing the outdoor dining area. Vertical clearances of at least 80 inches must be maintained in the unobstructed corridor space. If any wires are to be run across the sidewalk, the placement and protection of the wires must be approved by the City as part of the design, and must meet ADA Accessibility Guidelines. The pedestrian passageway must be approved by the City's Department of Public Works prior to the opening of the outside dining area and may be along the wall of the establishment or on the outside of the dining area depending on the design approved by the City. City staff will evaluate the design based on the slopes, sight lines, traffic patterns, building entrances, driveways, loading areas, existing encroachments into the sidewalk, and other similar factors affecting pedestrian safety and convenience, bearing in mind the ADA Accessibility Guidelines.

10.2 All dining areas shall be enclosed by detectable barriers as addressed in Section 8.4 of this License. Approved barriers include fencing constructed of stainless steel, aluminum, wrought iron, or other metals; painted black or as otherwise approved by the City of Manassas. The barrier will not be permanently affixed to the sidewalk and no barrier will be allowed that might damage the sidewalk in normal use.

10.3 Outdoor furniture shall be of a style and décor befitting the type of restaurant. Materials may be wood, metal or synthetic; however, they must be of sufficient strength and weight to not become a public hazard in the event of a strong wind. Polyresin (plastic) tables and chairs are prohibited. All outdoor furniture will be maintained in good condition and repaired or replaced when it becomes unusable. No broken, damaged, or rusty outdoor furniture may be kept in the outdoor dining area.

10.4 Decorative lighting shall be permitted and be of a style and décor befitting the type of restaurant. No electrical generators are allowed in the outdoor dining area, and connection to the power grid is the responsibility of the Licensee. Dining area lighting should not be plugged into the City's receptacles at the base of the trees.

10.5 The use of outside propane patio heaters is allowed in accordance with manufacturer's instructions and must be placed at least 10 feet from the building and/or any combustible material.

10.6 There shall be no attachments to trees or light poles such as signs, banners, lights, chains, etc without prior written approval from the City Public Works Department.

11. Any modifications to the building to accommodate the outdoor dining, including but not limited to awnings, new doors, etc. shall require a Certificate of Approval from the City of Manassas Architectural Review Board and any applicable building and/or zoning permit.

12. Nonexclusive License: The License granted is nonexclusive in nature, and the City reserves the right to make concurrent use of the Property at all times.

13. Other Permits Required: Licensee shall comply with all applicable city, state and federal laws and regulations and obtain and maintain at all times any permit required under the laws of the Commonwealth of Virginia.
14. Clean-up: Licensee shall be responsible for picking up and removing any and all spills, trash, and debris generated by the outdoor dining area. Spills of ice, oil, or other hazards to pedestrians will be cleaned up immediately. Any other clean-up or removal shall be accomplished on a daily basis; and under no circumstances shall spills, trash, or debris be left overnight on the public sidewalk. The outdoor dining area will be left in broom clean condition at the end of the hours of operation each evening and the licensee is hereby required to power wash the dining area at minimum once a year.
15. Hours of Operation: The hours of operation of the outside dining areas shall generally run with the hours of restaurant or specialty food shop operation but in no event shall amplified music be allowed to continue past 12 midnight.
16. Point of Contact: The dining area shall be under the responsible direction and control of the restaurant. There shall be a single point of contact that is generally available to the City at any time.
17. Storage of Furniture during Non-Use: Furniture, including tables, chairs, umbrellas, planters, etc., shall be stored off the public right-of-way when not in use for any periods exceeding one week and in particular during the off-season.
18. Independent Contractor Status: Nothing herein contained shall be construed or be held to make Licensee a partner, joint venturer or employee of the City in the conduct of its business, it being understood that the relationship with Licensee to the City pursuant hereto is and shall at all times remain that of an independent contractor.
19. Hold Harmless: Notwithstanding any other provision of this License, it is understood, agreed and covenanted that the Licensee accepts this License as a mere license and assumes all risk of damage by reason of its occupation of the Property caused by any defects therein or business conducted thereon, whether caused by the negligence of the City, its officers, agents, or employees, or otherwise, and Licensee hereby agrees to hold harmless and indemnify the City, its officers, agents and employees, from and against any such liability for such damage to the extent permitted under the laws of the Commonwealth of Virginia. This provision extends to any business entity operating by, through, or under the control of Licensee.
20. Assignment: Neither party may transfer, sublet, or assign this License. Any purported transfer, sublease, or assignment shall void this License.

21. Alteration: Except as provided herein, there will be no alteration, change or modification of the Property without the prior written approval of the City Council.
22. Insurance: The Licensee shall secure, provide and maintain insurance to protect the City of such type and in such amount as is deemed necessary by the Risk Manager of the City, naming the City as an additional insured. This License shall not take effect until the City gives Licensee written confirmation that the type and amount of insurance is suitable for this purpose.

Insurance limits shall not be less than the following amounts:

A. Workers' Compensation – Unlimited – Statutory – in compliance with the Workers Compensation Law of the Commonwealth of Virginia. Employers Liability limits of \$500,000 each person; \$500,000 each person-disease and \$500,000 policy limit – disease.

B. Commercial General Liability – Combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate (per location). Policy shall be endorsed to name the City as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance written notice thereof to the City.

23. Termination: The City may terminate this Agreement, absent ten (10) calendar days' notice, for a violation of any of the conditions contained herein, including but not limited to failure to maintain required insurance. Either party may terminate this License Agreement upon ten (10) calendar days' written notice. Nothing in this License or in the course of dealing under it will create an easement, a license coupled with an interest, a franchise, or any other estate in land. No damages will be due to Licensee from City for termination of this License under any theory or circumstances.
24. Special Events: The City Manager may issue a special event permit at any time to include road closures in which case different or additional conditions for the use and design of the outside dining area may be enforced for the limited time of the special event permit only, not to exceed five calendar days.
25. Waiver of Rights: To the maximum extent permitted by law, Licensee waives all rights to judicial review and judicial remedies arising out of this License. As a condition precedent to any judicial review that may be permitted for nonwaivable rights, Licensee will submit all disputes to the City Council for adjustment. Licensee waives all rights to a jury relating to any dispute arising out of this License. In any judicial review of a nonwaivable dispute, Licensee agrees that the decision of the City Council is presumed to be valid and may be overturned only on a finding that the City Council acted arbitrarily or capriciously. Licensee

waives any right to assert that the City Council acted beyond its authority in any dispute arising out of this License.

26. Attorney's Fees: In any legal proceeding arising out of this License, the City will be entitled to recover its reasonable attorney's fees from the Licensee if the City prevails.
27. Choice of Law and Venue: This License is governed by Virginia law, regardless of the place of domicile of the Licensee. Venue for any action arising out of this License shall be solely in the appropriate state court for the Commonwealth of Virginia.
28. Integration, Amendment, and Waiver: This License contains the entire understanding of the parties with respect to the subject matter hereof, and no prior or contemporaneous written or oral communication may add to, alter, or contradict any of its terms. This License may be amended only in writing approved by the City Council by recorded vote. If the Licensee does not sooner consent to the amendment, the amendment will take effect on the eleventh day after the Council approval. It is the express intent of the parties hereto that the City Council may unilaterally amend this License subject to the time period stated in this paragraph. No action or inaction of the City will be deemed a waiver of any rights or prerogatives of the City, and no action or forbearance by the City with respect to a third party will create any rights in the Licensee.

Attest:

ON BEHALF OF THE CITY COUNCIL
CITY OF MANASSAS, VIRGINIA

Eric W. Smith, II, City Clerk

By: _____
Douglas W. Keen, Interim City Manager

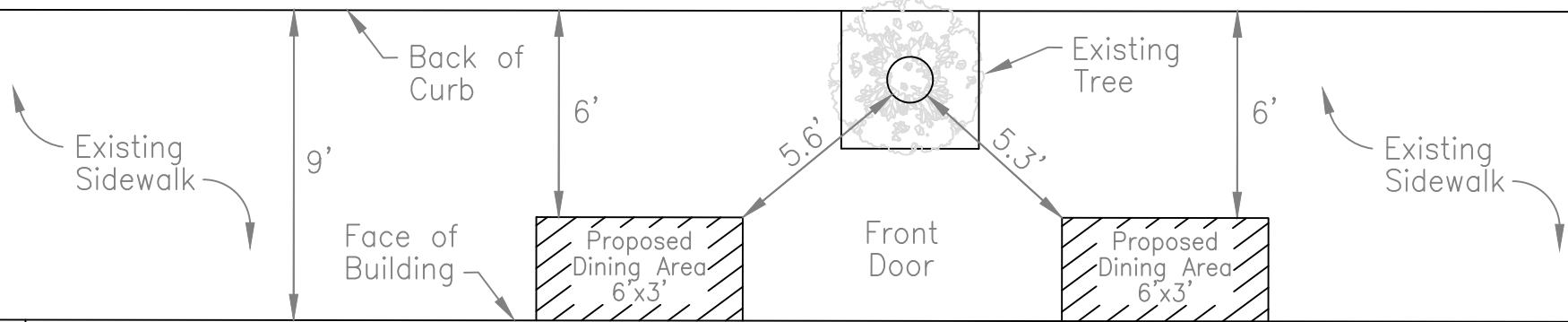
By:  _____
Owner

Emily Hamby _____

Honey & Ivy, LLC _____



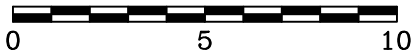
CENTER STREET



#9107 Center Street
TM#: 101-01-00-204
DB. 202206280048896
MMBB LLC

#9101 Center Street
TM#: 101-01-00-203A
DB. 201204050031838
Thompson, Robyn &
Carter, Sherrie

Graphic Scale



Scale: 1"=5'

6-3-24
DATE

OUTDOOR SEATING EXHIBIT
9105 Center Street

EXHIBIT NUMBER
2



City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA 20110

Meeting Date:	June 24, 2024
Time Estimate:	Consent
Agenda Title:	Resolution #R-2024-117: Approve MOU Between the City and the Prince William County Soil and Water Conservation District
Recommendation:	Approve Resolution #R-2024-117
Motion:	<u><i>If approved as part of the Consent Agenda:</i></u> I move that the Consent Agenda be approved. <u><i>If removed from the Consent Agenda:</i></u> I move approval of Resolution #R-2024-117.
Date Last Considered by City Council:	June 17, 2024
Summary and/or Comments:	The Virginia Conservation Assistance Program (VCAP - https://vaswcd.org/vcap/) provides financial incentives and technical and educational assistance to private property owners experiencing issues with erosion, poor drainage, or poor vegetation. This program is administered through the Prince William Soil and Water Conservation District and requires that the City enter into an MOU, which was approved by the District in May. In addition to the VCAP program, approval of the MOU will allow the District to support existing staff efforts on watershed and environmental education and an adopt-a-stream program complementing other Keep Manassas Beautiful efforts.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	\$10,000 annual cost for administration of programs; funding is available in approved FY25 stormwater budget.
Staff Contact:	Matthew D. Arcieri, AICP, Assistant City Manager/Director Planning & Community Development marcieri@manassasva.gov (703) 257-8232

MOTION: _____

June 24, 2024

SECOND: _____

**Regular Meeting
Res. No. R-2024-117**

RE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MANASSAS AND THE PRINCE WILLIAM SOIL AND WATER CONSERVATION DISTRICT, AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE MOU ON BEHALF OF THE CITY

WHEREAS, the City of Manassas and the Prince William Soil and Water Conservation District share the common objective of helping to bring about the conservation and wise use of land, water, and related resources for the health and well-being of the residents of the City of Manassas; and

WHEREAS, the Conservation District can provide assistance by working with the local Manassas community and implementing water quality monitoring, youth and adult watershed and environmental education, and best management practices through the Virginia Conservation Assistance Program; and

WHEREAS, the proposed MOU was approved by the Conservation District on May 20, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the attached MOU is hereby approved, and the Interim City Manager is authorized to execute the MOU on behalf of the City.

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

**Memorandum of Understanding
Between
City of Manassas
and the
Prince William Soil and Water Conservation District**

This Memorandum of Understanding is made and entered into this ____ day of _____, 2024 by the City of Manassas and the Prince William Soil and Water Conservation District (Conservation District).

Whereas, City of Manassas and Conservation District share the common objective of helping to bring about the conservation and wise use of land, water, and related resources for the health and well-being of the residents of the City of Manassas; and

Whereas, the Conservation District can provide assistance by working with the local Manassas community and implementing water quality monitoring, youth and adult watershed and environmental education and best management practices through the Virginia Conservation Assistance Program (being a resource for guidance and knowledge, providing for and coordinating cooperating agencies in the delivery of technical soil and water quality conservation planning) with a focus on fulfilling sediment reductions from residential properties as mandated by Bay TMDL requirements;

Now therefore, we enter into this memorandum of understanding.

City of Manassas agrees to:

1. Provide funding for the Conservation District to serve the Manassas community and help the City meet mandates and obligations as stated in mutually agreeable performance targets (See Attachment A).
2. Give guidance on the work and priorities to be completed by the District on behalf of the City of Manassas.
3. Meet bi-annually with the Conservation District to ensure continuous communications and improvements to help both entities fulfill their goals and mandates.
4. Review and amend this Memorandum of Understanding as needed to reflect changing community priorities and needs each year.

The Conservation District agrees to:

1. Conduct outreach to homeowners and HOAs,
2. Provide for and coordinate cooperating agencies in the delivery of technical soil and water quality conservation planning assistance to homeowners,
3. Administer the Virginia Conservation Assistance Program (VCAP) in Manassas City and Report BMP installations to support Bay TMDL standards,
4. Report VCAP installation to the City in the annual report.
5. Conduct adult educational programs on watershed function and non-point source (NPS) pollution prevention to citizens of the City of Manassas. Data on the number of participants in such programs shall be included in the quarterly report.
6. Administer the Adopt A Stream cleanup program for the City of Manassas and report associated data in the annual report.
7. Provide written quarterly accomplishment reports to City of Manassas 60-days of the end of the fiscal year.
8. Report progress on performance targets listed in Attachment A on an annual basis.

This memorandum shall remain in effect unless both undersigned parties agree to changes. Changes will be made in writing and a new memorandum approved. The associated performance targets and compensation as outlined in Attachment A. The MOU should be revisited annually at a meeting of both undersigned parties. It is understood that this memorandum can be terminated at any time by either of the undersigned party with 90 days written notice provided to the other party.



Board Chairman

Date: May 20, 2024

Prince William Soil and Water
Conservation District

Douglas, W. Keen, Interim City Manager

Date: _____
City of Manassas

Attachment A

Performance Targets for FY25

Activity	FY25 Target
Adopt A Stream (AAS) - miles of Adopted Stream Cleaned - pound of trash collected	15 1500
Adult Centered Education about Streams # of participants	250
Youth Centered Education - Envirothon (# of participants) - MWEE Program (# of participants)	5 4
VCAP Program (# of BMPs installed) - Mainly for new projects – <i>maybe</i> eligible for existing - Landowners, HOAs, places of worship, schools, public parks, non-profits, businesses - NOT for state or federal lands, or active construction sites	3
Number of Sites Monitored	2

Compensation for FY25

An annual compensation of \$10,000.00 shall be distributed upon receipt of invoice provided to the Department of Engineering. Compensation shall be paid for the services to be provided in the upcoming quarter.

MOTION:

July 8, 2024

Regular Meeting

SECOND:

Res. No. R-2024-113

RE: RESOLUTION SETTING TERMS AND CONDITIONS OF COMPENSATION FOR
CONSTITUTIONAL OFFICERS OF THE CITY OF MANASSAS AS OF JANUARY
2024

WHEREAS, the City Charter of the City of Manassas (Sec. 26-a) provides for the election and general powers and duties of a Commissioner of Revenue and City Treasurer; and

WHEREAS, the City Charter, Code of Ordinances and Virginia General Statutes delegate the duties and responsibilities of the Commissioner of Revenue and City Treasurer; and

WHEREAS, the City Charter in Sec. 32 – Compensation states that “the Council shall grant and pay to all city officers and employees such salaries or compensation, if any, as the said council may from time to time deem just and proper, except as such salaries or compensation may be fixed by general law”, and Virginia Code Sec. 15.2-1605.1 authorizes the governing body of a city to supplement the compensation of its Treasurer and Commissioner of the Revenue; and

WHEREAS, by Resolution No. R-2021-43 adopted April 26, 2021 and entitled “Resolution Setting terms and Conditions of Compensation for Constitutional Officers of the City of Manassas as of January 2022”, the City Council set forth the terms and conditions for supplementing the salaries of the City Treasurer and Commissioner of Revenue; and

WHEREAS, Elections for the Treasurer and Commissioner of Revenue will occur in November 2025; and

WHEREAS, the Council desires to update and replace the conditions and terms of compensation for the Commissioner of Revenue and the City Treasurer set forth in R-2021-43 by the adoption of this Resolution; and

WHEREAS, the Council has reviewed the Virginia Compensation Board funding for these positions and the general market and internal comparisons of the Commissioner of Revenue and the City Treasurer;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Manassas City Council does hereby direct the following;

1. The Treasurer and the Commissioner of the Revenue will receive compensation beyond the set Virginia Compensation Board funding only if they respectively (a) continue to abide by the January 2022 MOUs with the City agreeing to follow all City policies and procedures, including employee policies and the grievance procedure, for any City

employees assigned to their supervision, provided that deputies of the constitutional officers are excluded from coverage under the City's grievance procedure; (b) perform the functions prescribed in the City Charter, city ordinances and as requested by City Council through the City Manager; and (c) adhere to the general employee guidelines provided in the City employee handbook.

2. Effective January 1, 2024, the salary range for both the Treasurer and Commissioner of Revenue shall be \$100,000.00 (minimum) to \$159,277.00 (maximum).
3. Each position may be considered for a salary increase each January after providing City Council a full departmental report at a Council meeting. The department report shall include data on the Office's job performance of required duties, as defined in the City Charter and state law, and both officers shall provide the Council the current state-funded salary amounts vs. the amounts funded by the City of Manassas. Upon receipt of the required information City Council may approve an increase for either, neither or both officers, with any increase effective April 1. Increases shall be approved by the adoption of one or more resolutions.
4. Salary increases will not exceed the average merit percentage increase approved for general employees as part of the City's annual operating budget, including any state funded/supplemented increases for the Treasurer or Commissioner of the Revenue. (City of Manassas will provide the delta amount if the state increase is less than the applicable City increase).
5. Following the approval of the Virginia Compensation Board that either the Treasurer or Commissioner of Revenue has completed Certification and is eligible for additional reimbursed compensation from the Virginia Compensation Board, the eligible position will receive an increase of \$10,000 in the fiscal year approved by the Virginia Compensation Board for the reimbursement.
6. Resolution No. R-2021-43, adopted April 26, 2021, is hereby repealed in its entirety. Upon adoption this Resolution shall be incorporated by reference into the January 2022 "Agreement Between the City of Manassas and the Treasurer of the City of Manassas", and the "Agreement Between the City of Manassas and the Commissioner of the Revenue of the City of Manassas".

July 8, 2024
Res. No. R-2024-113
Page 3

Michelle Davis-Younger Mayor
On behalf of the City Council of
Manassas, Virginia

ATTEST:

Eric W. Smith II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

MOTION:

~~July 8~~April 26, 2024

Regular Meeting

SECOND:

Res. No. R-~~2021~~2024

~~113~~43

RE: RESOLUTION SETTING TERMS AND CONDITIONS OF COMPENSATION FOR
CONSTITUTIONAL OFFICERS OF THE CITY OF MANASSAS AS OF JANUARY
~~2024~~2022

WHEREAS, ~~T~~the City Charter of the City of Manassas (Sec. 26-a) provides for the ~~E~~election
and general powers and duties of a Commissioner of Revenue and City Treasurer; and

WHEREAS, ~~T~~the City Charter, Code of Ordinances and Virginia General Statutes delegates
the duties and responsibilities of the Commissioner of Revenue and City Treasurer; and

WHEREAS, ~~T~~the City Charter in Sec. 32 – Compensation states that “the Council shall grant
and pay to all city officers and employees such salaries or compensation, if any, as the said council
may from time to time deem just and proper, except as such salaries or compensation may be
fixed by general law”, and Virginia Code Sec. 15.2-1605.1 authorizes the governing body of a city
to supplement the compensation of its Treasurer and Commissioner of the Revenue; and

WHEREAS, by Resolution No. R-2021-43 adopted April 26, 2021 and entitled “Resolution
Setting terms and Conditions of Compensation for Constitutional Officers of the City of Manassas
as of January 2022”, the City Council set forth the terms and conditions for supplementing the
salaries of the City Treasurer and Commissioner of Revenue; and

WHEREAS, Elections for the Treasurer and Commissioner of Revenue will occur in
November 202~~5~~4; and

WHEREAS, The Council desires to ~~set out~~update and replace the conditions and terms of
compensation for the Commissioner of Revenue and the City Treasurer set forth in R-2021-43 by
the adoption of this Resolution; and

WHEREAS, the Council has reviewed the Virginia Compensation Board funding for these
positions and the general market and internal comparisons of the Commissioner of Revenue and
the City Treasurer;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia ~~as
recommended unanimously by the Finance Committee~~, that the Manassas City Council does
hereby direct the following;

1. The Treasurer and the Commissioner of the Revenue will receive compensation beyond
the set Virginia Compensation Board funding only if they respectively sign an (a) continue
to abide by the January 2022 MOUs with the City agreeing to follow all City policies and

procedures, including employee policies and the grievance procedure, for any City

July 8, 2024

Res. No. R-2024-~~113~~

Page 2

employees assigned to their supervision, ~~provided that deputies of the constitutional officers are excluded from coverage under the City's grievance procedure;~~ (b) perform the functions prescribed in the City Charter, city ordinances and as requested by City Council through the City Manager; and (c) adhere to the general employee guidelines provided in the City employee handbook.

~~2. Both positions will be treated equally in terms of establishing initial compensation and subsequent increases funded by the City.~~

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2. ~~Effective January 1, 2024, the salary range for both the Treasurer and Commissioner of Revenue shall be \$100,000.00 (minimum) to \$159,277.00 (maximum). The starting salary as of January 1, 2022 will be \$100,000 and the positions will be eligible for increases each January, beginning in 2023, subject to the general increases established by City Council for city staff and elected officials.~~

3. ~~Each position may be considered for a salary increase each January after providing City Council a full departmental report at a Council meeting. The department report shall include data on the Office's job performance of required duties, as defined in the City Charter and state law, and both officers shall provide the Council the current state funded salary amounts vs. the amounts funded by the City of Manassas. Upon receipt of the required information City Council may approve an increase for either, neither or both officers, with any increase effective April 1. Increases shall be approved by the adoption of one or more resolutions.~~

4. ~~Salary increases will not exceed the average merit percentage increase approved for general employees as part of the City's annual operating budget, including any state funded/supplemented increases for the Treasurer or Commissioner of the Revenue. (City of Manassas will provide the delta amount if state increase is less than the applicable City increase).~~

5. Following the approval of the Virginia Compensation Board that either the Treasurer or Commissioner of Revenue has completed Certification and is eligible for additional reimbursed compensation from the Virginia Compensation Board, the eligible position will receive an increase of \$10,000 in the fiscal year approved by the Virginia Compensation Board for the reimbursement.

~~The current salary of any incumbent officials that are reelected will not be impacted by these changes, and future increases funded by the City that may occur will be established by City Council.~~

July 8, 2024

Res. No. R-2024 ~~112~~ 113

Page 3

6. Resolution No. R-2021-43, adopted April 26, 2021, is hereby repealed in its entirety. Upon adoption this Resolution shall be incorporated by reference into the January 2022 "Agreement Between the City of Manassas and the Treasurer of the City of Manassas", and the "Agreement Between the City of Manassas and the Commissioner of the Revenue of the City of Manassas".

Michelle Davis-Younger Mayor
On behalf of the City Council of
Manassas, Virginia

ATTEST:

~~Lee Ann Henderson~~ Eric Smith City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

A Committee of the Whole / Work Session Meeting of the Council of the City of Manassas, Virginia was held in the Jennie Dean Elementary School Auditorium on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Pamela J. Sebesky, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Mark Wolfe. Staff present included: Interim City Manager Doug Keen, Assistant City Manager/Planning and Community Development Director Matt Arcieri, Economic Development Director, Patrick Small and City Clerk Eric Smith

Mayor Davis-Younger called the meeting to order at 5:30 p.m.

1. DISCUSSION ITEMS

1.1 Joint Discussion – Economic Development Authority

Patrick Small, the Economic Development Director, introduced the members of the Economic Development Authority (EDA) in attendance.

ICM Keen outlined that the staff would first discuss the mission and purpose of the EDA, followed by a review of the updated Cooperation Agreement for the Manassas Shopping Center.

Mr. Small then detailed the updates to the cooperation agreement, highlighting the changes affecting the Economic Development Authority in Virginia.

Mr. Small guided the City Council and EDA members through each section of the cooperation agreement, facilitating discussion throughout. He then opened the floor for further discussion and questions, explaining that the property manager would be responsible for developing monthly financial statements.

Council Member Osina suggested establishing a regular meeting schedule, which led to a discussion on future meetings.

The Economic Development Authority meeting adjourned at 6:36 pm.

2. CITY MANAGER'S TIME

Mr. Arcieri provided a high-level update regarding the Grant Avenue Project.

Council and Staff discussed concerns and updates to the Grant Avenue Project.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 8:11 p.m.

Mayor

City Clerk

Date Approved

A Regular Meeting of the Council of the City of Manassas, Virginia was held in the Jennie Dean Elementary School Auditorium on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Pamela J. Sebesky, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Mark Wolfe. Staff present included: Interim City Manager Doug Keen, Interim Police Chief Trey Lawler, Fire Chief Edward Mills, City Attorney Craig Brown, and City Clerk Eric Smith

Mayor Davis-Younger called the meeting to order at 5:30 p.m. The Police and Fire Department Honor Guard presented the colors and led the Pledge of Allegiance.

Mayor Davis-Younger delivered the invocation.

COMMUNITY AND STAFF PRESENTATIONS

Video Contest Awards Presentation

Council Member Osina discussed the purpose of the contest and introduced Colleen Burroughs to play the winning Video Presentation by George C. Round Elementary 2nd Graders.

Council Member Osina introduced the students from the winning video presentation, noting that the Grand Prize Award was \$500 in Visa Gift Cards. He noted that the students chose to give the Grand Prize Award to the entire school.

Foster Care Awareness Month Proclamation

Council Member Smith read the proclamation and presented it to Social Services Department Staff in attendance.

Nicole Kirven, Social Services Director and members of her staff made brief remarks.

National Prevention Week Proclamation

Council Member Smith read the proclamation and presented it to Heather Martinsen, Wellness & Prevention Manager, Prince William County Government. Ms. Martinsen made brief remarks.

Mental Health Awareness Month Proclamation

Council Member Smith read the proclamation.

Jewish American Heritage Month Proclamation

Council Member Wolfe read the proclamation.

Pride Month Proclamation

Council Member Osina read the proclamation and presented it to Dave Dooley, Director of Equality Manassas.

Latin American Artisan's Day Proclamation

Council Member Vasquez Luna read the proclamation and presented it to LarExpo representatives in attendance.

EMS Week Proclamation

Vice Mayor Sebesky read the proclamation and presented it to members of the Fire Department in attendance.

Asian American Pacific Islander Heritage Month Proclamation

Mayor Davis-Younger read the proclamation alongside Corlea Conte.

National Police Week Proclamation

Mayor Davis-Younger read the proclamation and presented it to Interim Police Chief Lawler and Interim City Manager Keen. Interim Police Chief Lawler and Interim City Manager Keen made brief remarks.

Police Department Recognition Ceremony

Interim Police Chief Lawler recognized selected Police Officers for various achievements and milestones.

COUNCIL TIME

Council Member Osina had no comments.

Council Member Vasquez Luna shared her participation in the Criminal Community Justice Board and other community groups, and she encouraged viewers to attend various upcoming events in the Manassas community.

Council Member Smith acknowledged the recent passing of Lawrence P. "Buck" Buchanan.

Council Member Wolfe reflected on the life of Lawrence P. "Buck" Buchanan and promoted the upcoming performance of Romeo and Juliet at the Manassas Ballet.

Vice Mayor Sebesky extended condolences to the Buchanan family.

Council Member Ellis highlighted several achievements and events: the 2023 Gold Award from Virginia's Office of Drinking Water awarded to the City's water system, UVA Health's A- Grade for safety, her participation in National Prayer Day, CASA training opportunities, and World Bee Day.

MAYOR TIME

Mayor Davis-Younger extended condolences to the Buchanan family. She also spoke about the recent Business Appreciation Breakfast and the HOA Information Meeting held at the Manassas Museum. Additionally, she highlighted the Mayor's Youth Council, reminding residents that the application deadline is September 30th. She also provided information on upcoming Council meetings and community events.

STAFF REPORTS

Interim City Manager Keen reflected on the life of Lawrence Buchanan. He also provided updates on the virtual meetings for Bike and Pedestrian improvements and various construction projects throughout the city.

1. CONSENT AGENDA

- 1.1 Foster Care Awareness Month Proclamation
- 1.2 Jewish American Heritage Month Proclamation
- 1.3 EMS Week Proclamation
- 1.4 Pride Month Proclamation
- 1.5 Latin American Artisan's Day Proclamation
- 1.6 Asian American Pacific Islander Heritage Month Proclamation
- 1.7 National Prevention Week Proclamation
- 1.8 Mental Health Awareness Month Proclamation
- 1.9 National Police Week Proclamation

Motion: Council Member Vasquez Luna moved to approve the Consent Agenda and that the reading of the ordinances be dispensed.

Second: Vice Mayor Sebesky

Vote: Motion Carried Unanimously

2. ORDINANCES AND RESOLUTIONS

- 2.1 Uncodified Ordinance #O-2024-16: Setting the Tax Year 2025 Real Estate Tax Rates to Support the Fiscal Year 2025 Budget

Ms. Bergeron explained the purpose of each budget item listed on the night's agenda.

Motion: Council Member Vasquez Luna

Second: Vice Mayor Sebesky

Vote: Motion Carried 5 – 1 (Ellis opposed)

Council Member Ellis voiced her opposition to the proposed tax rate and thanked the residents who expressed concerns about the fiscal responsibility of the proposed budget.

Council Member Vasquez Luna discussed budget priorities and expressed her

support for the proposed tax rate.

Vice Mayor Sebesky emphasized that setting the budget is one of the Council's most crucial decisions. She noted that many community members did not want service cuts. She explained that while there was discussion of cutting over \$4 million from the budget, achieving a flat tax bill would require funding cuts to schools and the elimination of city staff positions. She also highlighted the risk of losing Public Safety employees to neighboring municipalities that offer higher pay.

2.2 Uncodified Ordinance #O-2024-17: Setting the Tax Year 2024
 Personal Property Tax Rate to Support the Fiscal Year 2025
 Budget

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried Unanimously

2.3 Uncodified Ordinance #O-2024-18: Setting the Water Utility
 Rates, Sewer Utility Rates, and Electric Utility Rates Effective
 July 1, 2024

Motion: Council Member Vasquez Luna
Second: Council Member Smith
Vote: Motion Carried Unanimously

2.4 Uncodified Ordinance #O-2024-19: Setting Business License Tax
 Rates Effective July 1, 2024

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried Unanimously

2.5 Uncodified Ordinance #O-2024-20: Setting the Airport Fee and
 Rent Schedule Effective July 1, 2024

Motion: Council Member Vasquez Luna
Second: Council Member Smith
Vote: Motion Carried Unanimously

2.6 Uncodified Ordinance #O-2024-21: Setting the Building Plan
 Review and Building Inspection Fees Schedule

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried Unanimously

- 2.7 Resolution #R-2024-92: Budget and Appropriate the Annual Operating Budget and First Year of the Five-Year Capital Improvement Program for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried 5 – 1 (Ellis opposed)

- 2.8 Resolution #R-2024-93: Approving the City of Manassas Fiscal Year 2025 Five-Year Capital Improvement Program

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried Unanimously

- 2.9 Resolution #R-2024-94: Authorizing the Funding of the City's Share of Potomac and Rappahannock Transportation Commission Related Expenditures from the City's Gas Tax Funds

Motion: Council Member Vasquez Luna
Second: Vice Mayor Sebesky
Vote: Motion Carried Unanimously

Vice Mayor Sebesky noted that PRTC funding was cut but no local routes were impacted.

- 2.10 Resolution #R-2024-85: SUP #2024-0001; Jennie Dean Elementary School
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager / Director Planning & Community Development)

Motion: Council Member Osina
Second: Council Member Wolfe
Vote: Motion Carried Unanimously

- 2.11 Ordinance #O-2024-15: REZ #2024-0002; Jennie Dean Park, 9913 Godwin Drive

Mr. Arcieri explained the purpose of the item, and noted some slight proposed changes made to the SUP.

Council Member Wolfe asked that City Attorney Brown explain the development of zoning by right or through special use permit. He sought further clarification regarding the special use permit related to Jennie Dean.

Motion: Council Member Wolfe
Second: Council Member Smith

Vote: Motion Carried Unanimously

2.12 Resolution #R-2024-95: Approval of the Purchase and Sale Agreement, Post-Closing Use Agreement, and Authorizing Actions Necessary to Acquire the Marsteller property at 8730 Sudley Road

Motion: Vice Mayor Sebesky

Second: Council Member Osina

Vote: Motion Carried Unanimously

2.13 Resolution #R-2024-100: Landscape Grant – 9201 Portner Avenue

Mr. Arcieri explained the purpose of the item, noting it was a housekeeping item to eliminate heavy industrial zoning.

Motion: Council Member Wolfe

Second: Council Member Vasquez Luna

Vote: Motion Carried Unanimously

2.14 Resolution #R-2024-99: Facade Grant – 9201 Portner Avenue

Motion: Council Member Osina

Second: Council Member Ellis

Vote: Motion Carried Unanimously

2.15 Resolution #R-2024-98: Facade Grant – 9355 West Street, 9126 Center Street and 9122 Center Street

Mr. Small explained the purpose behind the grant.

Motion: Council Member Wolfe

Second: Council Member Vasquez Luna

Vote: Motion Carried Unanimously

2.16 EDA Bylaw Amendments

Matthew Arcieri explained the purpose of the plan and noted that state code

Motion: Vice Mayor Sebesky

Second: Council Member Wolfe

Vote: Motion Carried Unanimously

3. PUBLIC COMMENT

Sophia Whitesell

Ms. Whitesell stated that she was a 7th-grade student at Metz Middle School and discussed the advanced Integrated Math and Science (IMS) program offered there. She expressed concerns about upcoming changes to the program, which she believes would be disadvantageous to students.

Maidy Whitesell

Ms. Whitesell stated that she is a parent of two students in Manassas City Public Schools. She discussed the changes to the IMS program and how they could negatively impact students.

Delbert Parks, Historic Manassas

Mr. Parks discussed Micron and its impact on the area, noting that their capital investment in the city is the largest in Virginia's history.

4. AUTHORIZE A CLOSED MEETING

4.1 Resolution #R-2024-101: Authorize a Closed Meeting

City Attorney Craig Brown stated that this closed meeting was to discuss the qualification of candidates for appointment to City boards and commissions

Motion: Council Member Osina
Second: Council Member Vasquez Luna
Vote: Motion Carried Unanimously

The City Council entered the closed meeting at 8:03 p.m.

5. CERTIFY A CLOSED MEETING

5.1 Resolution #R-2024-102: Certify the Closed Meeting

Motion: Council Member Osina
Second: Council Member Wolfe
Vote: Motion Carried Unanimously

Resolution #R-2024-103: Approving Appointments to Boards,
Committees, And Commissions

Motion: Council Member Osina
Second: Council Member Ellis
Vote: Motion Carried Unanimously

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 8:11 p.m.

Mayor

City Clerk

Date Approved



City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA 20110

Meeting Date: June 24, 2024

Time Estimate: 5 Minutes

Agenda Title: Cooperation Agreement for Manassas Shopping Center

Recommendation: Approve the Agreement

Motion: *I move that the Cooperation Agreement for Manassas Shopping Center be approved.*

Date Last Considered
by City Council: May 20, 2024

Summary and/or
Comments: The Economic Development Authority has a contract to purchase the Manassas Shopping Center in the amount of \$16,000,000. EDA is making the acquisition in accordance with the City's Comprehensive Plan and other planning initiatives to support redevelopment in the Mathis Avenue corridor. City Council has appropriated funds in its FY25 Budget to support the purchase. The attached Agreement outlines the expectations between City Council and the EDA regarding the use and operation of the shopping center until its demolition and redevelopment. EDA adopted the Agreement at its June 11 meeting.

Board – Committee – or
Commission Reviewed: Committee of the Whole

Fiscal Impact: None.

Staff Contact: Patrick Small, Economic Development Director
psmall@manassasva.gov
(703) 257-8881

MOTION:

June 24, 2024
Regular Meeting
Res. No. R-2024-115

SECOND:

RE: RESOLUTION RECOMMENDING APPROVAL OF A COOPERATION AGREEMENT FOR
MANASSAS SHOPPING CENTER

WHEREAS, the City Council has allocated \$16,000,000.00 in its FY2025 Budget for the acquisition
of the Manassas Shopping Center; and

WHEREAS, the funds will be appropriated to the Economic Development Authority which will
purchase, own, and operate the property; and

WHEREAS, City Council and EDA find it is in the public interest to establish certain expectations
regarding the current and future use of the property.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby adopt the
Cooperation Agreement for Manassas Shopping Center.

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

COOPERATION AGREEMENT
FOR
MANASSAS SHOPPING CENTER

THIS COOPERATION AGREEMENT (the “**Cooperation Agreement**”) is entered into as of the ____ day of _____, 2024, by and between **THE CITY OF MANASSAS, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**City**”) and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF MANASSAS**, a political subdivision of the Commonwealth of Virginia (the “**EDA**”), provides as follows:

RECITALS

WHEREAS, the EDA was created by the City of Manassas for the purposes set forth in Section 15.2-4901 of the Code of Virginia; and

WHEREAS, the EDA is empowered to acquire, own, lease and dispose of properties to the end of promoting industry and developing trade by inducing manufacturing, industrial and commercial enterprises to locate in or remain in the Commonwealth; and

WHEREAS, the EDA is empowered to accept contributions, grants and other financial assistance from the City for the acquisition of properties and other cost incident thereto; and

WHEREAS, the land and improvements commonly known as the Manassas Shopping Center, with the individual addresses of 9002 Mathis Avenue, 9016 Mathis Avenue, 9166 Mathis Avenue, and 9135 Portner Avenue is currently planned by the City for redevelopment and revitalization (the “**Property**”); and

WHEREAS, on or about March 13, 2024, the EDA, as Purchaser, and Four Taylor's, LLC, as Seller, entered into a contract of Sale wherein the EDA agreed to purchase the Property (the "**Contract**"); and

WHEREAS, the City has determined that it is in the public interest to finance the EDA's acquisition of the Property in accordance with the terms of the Contract in order to ensure it is redeveloped for mixed-use in a way that complements and protects community quality, and has appropriated sufficient funds for that purpose; and

WHEREAS, the City and EDA acknowledge that redevelopment of the Property is not feasible in the short-term because the Property has existing lease agreements that may affect the timing of the Property's redevelopment; and

WHEREAS, the EDA is expected to maintain and use the Property until such time as redevelopment is feasible.

NOW, THEREFORE, it is AGREED by the parties to cooperate in the use and redevelopment of the Property as follows:

AGREEMENT

1. Within one (1) business day prior to the scheduled Closing Date, as the term is defined in the Contract, the City shall grant to the EDA the Closing Sum (hereinafter defined), and the EDA shall acquire the Property subject to the terms of this Cooperation Agreement and the Contract shall close on the Contract and acquire the Property. The term "**Closing Sum**" shall mean a sum equal to the Purchase Price as the term is defined in the Contract (Currently \$16,000,000.00).

2. Any Material Amendment (hereafter defined) to the Contract shall be subject to approval by the City; provided however, that such approval shall not make the City a party to the Contract, nor will it create any duties or liabilities on behalf of the City. For the purpose of this

Section, a “**Material Amendment**” shall mean any amendment to the Contract that increases the Purchase Price or increases any obligation of the EDA as it currently exists under the Contract, but shall not include, by way of example and not limitation, minor modifications to the Contract such as extension of the Closing Date, extension of the Inspection Period (as the term is defined in the Contract) or such other amendments to the Contract that do not impose any new obligations, financial or otherwise, on the EDA.

3. The EDA shall thereafter diligently enforce its rights under the Contract, keeping the City Manager or the City Manager’s designee timely informed of all relevant matters related to the Contract and the Property.

4. The EDA shall not enter into any sale or transfer agreements with respect to the Contract or the Property without the express consent of the City. Such consent shall be evidenced by a majority vote of City Council at any Regular or Special Meeting of the City Council.

5. The EDA shall retain a commercial property management firm (the “**Property Manager**”) to handle the day-to-day operations of the Property.

6. The EDA shall cause the Property Manager to establish and maintain a separate operating account for the Property (the “**Property Account**”) into which all revenues shall be deposited and from which all expenses shall be paid.

7. The current practice whereby the City pays all EDA budgeted expenses from its General Fund and subsequently bills the EDA to recoup those funds shall continue with regard to the Property until and during such time as the Property Account has sufficient funds to pay all its expenses.

8. The EDA shall produce an accounting of all expenses incurred in contracting for, due diligence and acquisition of the Property, which shall be paid from the Property Account.

9. The EDA shall produce, or cause to be produced, an annual budget for the Property that details all anticipated revenues and expenditures specific to the Property (the “**Annual Budget**”). The EDA shall immediately notify the City Manager or the City Manager’s designee in the event expenditures pursuant to the Annual Budget are anticipated to exceed, or do at any time exceed, revenues (a “**Deficiency Event**”).

10. The EDA shall produce, or cause to be produced, monthly profit and loss statements and shall submit such statements to the City no less frequently than quarterly. The statements will be produced, to the extent possible, using the accrual-based accounting method.

11. The EDA will pay any additional marginal cost associated with including the Property in the City’s annual audit or the costs of any supplemental audit that may be required by the City in its sole determination.

12. Any operating expenses incurred by EDA as a result of its ownership of the Property, including but not limited to the requirements contained herein, shall be first paid from net revenues generated by the Property.

13. All excess net revenues generated from the Property (the “**Net Operating Income**”) shall be maintained by the EDA in a separate reserve account (the “**Reserve Account**”). The Net Operating Income and all accrued interest thereon shall not be spent by the EDA for any use other than general operating and capital expenses related to the Property without the consent of the City. Such consent shall be evidenced by a majority vote of City Council at any Regular or Special Meeting of the City Council.

14. Upon the occurrence of a Deficiency Event, the EDA and the City shall cooperate with one another and coordinate how to manage and handle the Deficiency Event. In the further event that the Annual Budget shows that the Deficiency Event is anticipated to be ongoing or

permanant until the Property is redeveloped, and further provided that there is not sufficient funds remaining in the Property Account and the Reserve Account to cover the Deficiency Event, the City, subject to appropriation, will provide sufficient funds to the EDA to cover the Deficiency Event until the Property is conveyed by the EDA to a third party for redevelopment.

15. The EDA will insure the Property in a commercially reasonable manner and shall bear the cost of such insurance which may be provided under the City's existing policy.

16. If the Property is not assessed and taxed as if it were privately owned, the EDA shall annually make a payment in lieu of real property taxes that shall be in an amount equal to the assessed value of the Property multiplied by the then in effect tax rate, which assessment of the Property shall in all cases take into account the current reduced occupancy rate of the Property and the reduced Net Operating Income being generated by the Property.

17. The EDA shall at all times maintain the Property: (i) in accordance with City and State rules and regulations; (ii) in a commercially reasonable manner consistent with the current age and past maintenance history of the Property, but in all cases taking into account the EDA's and the City's long range redevelopment goal for the Property; and (iii) in a safe and secure manner consistent with other similar shopping centers in the City.

18. The EDA shall have all the rights as the Property owner to enter into any and all commercial lease and use agreements for the Property or any portion thereof. No approval from the City shall be required regarding these agreements provided however, that the EDA shall not enter into any use or lease agreement that has a term, including all options, extending beyond December 31, 2030 without the express approval of the City. Such consent shall be evidenced by a majority vote of City Council at any Regular or Special Meeting of the City Council.

19. The EDA shall cooperate, to the greatest extent practicable, with any request by the City to use the Property or any portion thereof (the “**City Use**”). Provided that the City Use does not interfere with the use and enjoyment of the Property by the Property tenants or cause the EDA to violate any one or more of its tenant leases, such uses may include, but are not limited to, construction staging, temporary snow or storm debris placement, short or long-term use of retail spaces for operations or storage, etc. In all instances of City Use, the beneficial use of the Property by the EDA and that of its tenants shall be considered, no such use shall materially impact the EDA or its tenants, or cause the EDA to be in violation or default of its tenant leases.

20. The EDA shall cooperate, to the greatest extent practicable, with any request by the City to acquire easements and/or rights-of-way from the Property for uses that may include, but are not limited to; the Mathis Avenue Streetscape project (T-086), the Sudley Sidewalk project (T-094), landscape improvements, beautification, street and road improvements, utility location or relocation, and other similar needs. Such acquisition shall be at no cost to the City (each and together, the “**EDA Dedication**”). In all instances of each requested EDA Dedication, the beneficial use of the Property by the EDA and that of its tenants shall be considered and no such EDA Dedication shall significantly impact the EDA or its tenants, or cause the EDA to be in violation or default of its tenant leases.

21. The EDA and City shall enter into a separate agreement detailing a process whereby they jointly participate in community engagement as it regards short and long-term uses, planning, and redevelopment of the Property. Such engagement may include, but is not limited to; public meetings, master planning, design charettes, surveys, and work sessions.

22. Subject to the provisions of this Cooperation Agreement, the City shall invoice, and EDA shall pay, for any additional reasonable and necessary expenses incurred by the City that are

not contemplated herein but that may arise from time-to-time with regard to EDA's ownership and operation of the Property.

23. In the event of a dispute hereunder, each party shall bear its own attorney fees.

24. The sole parties to this Cooperation Agreement are the City and the EDA, and nothing herein shall be interpreted to provide any third party, including but not limited to the Property's tenants, guest and invitees, with any right, claim or cause of action directly or indirectly related to the Property.

25. This Cooperation Agreement shall be reviewed annually by the EDA and the City, and as events may dictate and it becomes necessary, the EDA and the City shall reasonably cooperate with one another to amend the Cooperation Agreement accordingly.

[Signatures contained on separate page immediately following. Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Cooperation Agreement has been executed on behalf of
the EDA and the City:

CITY OF MANASSAS, VA

By: _____
Name: _____
Title: Mayor

**ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY
OF MANASSAS**

By: _____
Name: _____
Title: Chairman

Approved as to form and legality:

By: _____
Name: _____
Title: City Attorney

Approved as to form and legality:

By: _____
Name: _____
Title: EDA Attorney