City of Manassas, Virginia

City Council Meeting

AGENDA

City Council Regular Meeting
Council Chambers
9027 Center Street
Manassas, VA 20110
Monday, September 8, 2025

Call to Order - 5:30 p.m.

Roll Call

Invocation and Pledge of Allegiance

Council Time

Mayor Time

City Manager Time

1. Presentations

1.1 Recognition of Fire and Rescue Summer Camp
(Staff: Ed Mills, Fire and Rescue Chief)

1.2 Proclamation: Recovery Month
Proclamation - Recovery Month

1.3 Proclamation: Constitution Week
Proclamation - Constitution Week

1.4 Proclamation: Suicide Prevention Week
Proclamation - Suicide Prevention Week

1.5 **Proclamation: Hispanic Heritage Month**
Proclamation - Hispanic Heritage Month 2025 ENG NEW
Proclamation - Hispanic Heritage Month 2025 ESP NEW

1.6 **Proclamation: National Preparedness Month**
Proclamation - National Preparedness Month

1.7 **Proclamation: Car Free Day**
Proclamation - Car Free Day

1.8 **Battery Energy Storage System Update**
(Staff: Tarek Aly, Director of Electric Utilities)
City Council Presentation (September 8 2025) - Battery Energy Storage System (BESS) - Overview (FINAL).pdf

1.9 **MPD Crime Mapping**
(Staff: Douglas Keen, Police Chief)

1.10 **Community Complaint Task Force**
(Staff: Douglas Keen, Police Chief)
PRES Task Force Flowchart

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 **Proclamation: National Preparedness Month**
Proclamation - National Preparedness Month

2.2 **Proclamation: Recovery Month**
Proclamation - Recovery Month

2.3 **Proclamation: Constitution Week**
Proclamation - Constitution Week

2.4 **Proclamation: Suicide Prevention Week**
Proclamation - Suicide Prevention Week

2.5 **Proclamation: Hispanic Heritage Month**

Proclamation - Hispanic Heritage Month 2025 ENG NEW
Proclamation - Hispanic Heritage Month 2025 ESP NEW

2.6 **Proclamation: Car Free Day**
Proclamation - Car Free Day

2.7 **Resolution #R-2026-144: FY2027-28 Transportation Alternatives Program**
(Staff: Chloe Delhomme, AICP, Senior Planner)
R-2026-144 RES FY2027-28 Transportation Alternatives Program

2.8 **Resolution #R-2026-145: Application for VDOT FY 2029-30 Revenue Sharing Program**
(Staff: Chloe Delhomme, AICP, Senior Planner)
R-2026-145 RES Application for VDOT FY2029-30 Revenue Sharing Program

2.9 **Resolution #R-2026-146: Application for NVTA FY2026-2031 Six-Year Program Update**
(Staff: Chloe Delhomme, AICP, Senior Planner)
R-2026-146 RES Application for NVTA FY2026-2031 Six-Year Program Update

2.10 **Resolution #R-2025-913: Public Private Partnership Guideline Adoption**
(Staff: Steve Burke, City Manager)
R-2026-157 RES PPEA Guideline Adoption
ATTH01 PPEA Policy
ATTH02 VA PPEA

2.11 **Resolution #R-2026-158: Approving the City's Participation in the Proposed Settlements of Opioid-Related Claims Against Eight Named Opioid Manufacturers**
(Staff: Craig Brown, City Attorney)
R-2026-158 RES Manufacturer Opioid Settlement

2.12 **Resolution #R-2026-159: Approving the City's Participation in the Proposed Direct Settlement of Opioid-Related Claims Against the Sackler Family**
(Staff: Craig Brown, City Attorney)
R-2026-159 RES Sackler Opioid Settlement

3. Ordinances and Resolutions

3.1 **Uncodified Ordinance #O-2026-064: Establishing the Annual Salary of the Mayor and Members of the City Council**
(Staff: Craig Brown, City Attorney)
(Moved from July 28)
O-2026-064 ORD Mayor and Council Salary
O-2026-064 ORD Mayor and Council Salary VERSION 2

3.2 **Resolution #R-2026-124: Facade Improvement Grant (FIG) Northeastern Supply**
(Staff: Patrick Small, Economic Development Director)

R-2026-124 RES Northeastern Supply FIG
ATTH01 Application Northeastern Supply

3.3 Resolution #R-2026-130: Facade Improvement Grant (FIG) 9768 Zimbro Avenue (Staff: Patrick Small, Economic Development Director)
R-2026-130 RES 9768 Zimbro Avenue FIG
ATTH01 Application Zimbro

3.4 Resolution #2026-137: Facade Improvement Grant (FIG) Clark's Automotive (Staff: Patrick Small, Economic Development Director)
R-2026-137 RES Clark's Automotive FIG
ATTH01 Application Clark's Automotive

3.5 Resolution #R-2026-151: Amending the Fiscal Year 2026 Budget by Budgeting and Appropriating $150,000 from Photo Red Light Fund Balance for the Purchase of Replacement Duty Weapons and Training (Staff: Douglas Keen, Chief of Police)
R-2026-151 RES Photo Red Light Purchase

3.6 Ordinance #O-2026-9: Franchise for the Purpose of Installing, Operating, and Maintaining Telecom Conduits, Facilities, and Equipment in the Public Rights-of-Way within the Corporate Limits of the City of Manassas, Virginia (Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)
2026-9 ORD City of Manassas Fiber Franchise - Cox
ATTH01 Exhibit A - Route Map
ATTH02 Exhibit B - DCSM
ATTH03 Exhibit C - Certificate of Insurance
ATTH04 Exhibit D - Surety and Construction Bonds

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.

5. Authorize a Closed Meeting

5.1 Resolution R-2026-162 Authorizing a Closed Meeting (Staff: Craig Brown, City Attorney)
R-2025-162 Authorize A Closed Meeting

6. Certify the Closed Meeting

6.1 Resolution #R-2026-163 Certifying a Closed Meeting

(Staff: Craig Brown, City Attorney)
R-2025-163 Certify The Closed Meeting

Adjournment

City Council Agenda Item Report

Agenda Item No. 1.1
Submitted by: Melissa Heiderman
Submitting Department: Fire and Rescue Department
Meeting Date: September 8, 2025

Item Title

Recognition of Fire and Rescue Summer Camp
(Staff: Ed Mills, Fire and Rescue Chief)

Suggested Action and/or Recommendation

N/A

Suggested Motion

N/A

Item Type Other
Item ID 2026-127
Submitting Department Fire and Rescue Department
Drafter Melissa Heiderman
Meeting Body City Council
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

The City of Manassas Fire and Rescue System's Summer Camp program completed it's 10th annual camp this past July. Campers should be recognized for their commitment and efforts during camp.

City Council Agenda Item Report

Agenda Item No. 1.2
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Recovery Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-89
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

LeNelle M. Mozell

Prince William County Behavioral Health Program Manager

ATTACHMENTS

- Proclamation - Recovery Month

P R O C L A M A T I O N

WHEREAS, mental health and substance use disorders affect every community nationwide, as well as here in the Prince William County,

WHEREAS, SAMHSA reports that 1 in 4 Americans identify as having a mental health or substance use disorder with 22.3 million Americans having reached recovery from a substance use disorder; and,

WHEREAS, with commitment and support, those impacted by mental health or substance use disorders can embark on a journey of resilience, improved health, and overall wellness; and,

WHEREAS, Recovery Month is observed each September to celebrate all people that make the journey of recovery possible by embracing the "Families and Recovery" to spread the message that people can and do recover every day; and,

WHEREAS, the goal of Recovery Month is to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about the effective services that are available; and,

WHEREAS, residents are encouraged to be aware of and able to recognize the signs of mental health and substance use disorders and assist family, friends and coworkers when possible, and people in need of recovery services are encouraged to seek help.

NOW THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council do hereby recognize September 2025 as:

"Recovery Month"

in the City of Manassas, and we call this observance to the attention of our residents. Community Services believes "change is possible", the agency and its community partners are hosting a Families and Recovery event on September 17th at the AJ Ferlazzo Building and invite community allies and people in recovery to share their stories of resilience and recovery through art and storytelling.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.3
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Constitution Week

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-90
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

Sue Fleming

Elizabeth McIntosh Hammill Chapter of the National Society Daughters of the American Revolution

ATTACHMENTS

- Proclamation - Constitution Week

P R O C L A M A T I O N

Whereas, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation, and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Whereas, the Elizabeth McIntosh Hammill Chapter National Society of the Daughters of the American Revolution recognizes the Constitution and celebrates Constitution Week; and

Whereas, we, the citizens, proclaim our freedoms and the freedoms of our posterity as stated in the Constitution; and

Whereas, it is the duty of all citizens to guard and protect the Constitution as the basis of our laws.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas and on behalf of the Manassas City Council, hereby proclaim the week of September 17-23, 2025, as:

"CONSTITUTION WEEK"

In the City of Manassas and urge all residents to reflect upon the importance of the Constitution in safeguarding our liberties and to participate in activities that honor this foundational document.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.4
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Suicide Prevention Week

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-91
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

Madeline Wiltse

American Foundation for Suicide Prevention

ATTACHMENTS

- Proclamation - Suicide Prevention Week

P R O C L A M A T I O N

WHEREAS, suicide is the 11th leading cause of death in the United States, the 3rd leading cause of death among children and teens ages 10-19, and the 2nd leading cause of death among individuals between the ages of 20 to 34, and in the United States 49,369 people died by suicide in 2022 (Centers for Disease Control); and

WHEREAS, suicide rates have increased approximately 30% over the last two decades, reaching a record high in 2022; and

WHEREAS, in 2022, suicide was the 10th leading cause of death in Virginia (Centers for Disease Control) with 1,208 people dying; and

WHEREAS, it is estimated that in 2022, there were 1.6 million suicide attempts; and

WHEREAS, over 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition was not recognized or treated; and

WHEREAS, organizations such as the American Foundation for Suicide Prevention are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

- Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority.
- Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities.
- Develop and implement strategies to improve and increase access to quality mental health and substance abuse as suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition.
- Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council do hereby recognize the week of September 7-13, 2025, as:

"National Suicide Prevention Week"

in the City of Manassas and call upon all residents to learn the warning signs of suicide, support those in crisis, uplift survivors and their families, and join in community efforts that promote hope, healing, and the prevention of suicide.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.5
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Hispanic Heritage Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-120
Drafter Eric Smith
Meeting Date September 8, 2025

ATTACHMENTS

- Proclamation - Hispanic Heritage Month 2025 ENG NEW
- Proclamation - Hispanic Heritage Month 2025 ESP NEW

P R O C L A M A T I O N

WHEREAS, Hispanic Heritage Month, established by Congress and observed from September 15 to October 15, celebrates the history, culture, and contributions of Americans with roots in Spain, Mexico, Central and South America, and the Caribbean, honoring their achievements across diverse fields and recognizing the impact of Latino residents within the City of Manassas; and

WHEREAS, Heyle Cortez Corado, a student at Osbourn High School, ranks in the top five percent of the Class of 2026, serves on the Leadership Executive Board, actively engages in school projects, and is highly respected by both her peers and staff; and

WHEREAS, Julio Zee Berríos, a Virginia-based artist, has spent decades sharing his talent and skill with audiences around the world, including through public displays of his art in Northern Virginia and Manassas; and

WHEREAS, María Elena Guzmán leads LAREXPO, the Latin American Artisans and Entrepreneurs Expo, and has spent nearly a decade serving as a changemaker, supporting entrepreneurs and showcasing the Latino community; and

WHEREAS, Juan Carlos Cadima contributes to the community through his leadership in presenting the annual Manassas Latino Festival, which highlights Latino art, culture, and music for the enjoyment of residents and visitors alike; and

WHEREAS, Félix and Jesús Vargas, owners of La Jarochita Restaurant, proudly serve the community by showcasing the authentic flavors and traditions of Mexican cuisine, while providing a welcoming gathering place where residents and visitors can experience cultural pride, connection, and community; and

WHEREAS, Captain Amílcar Gio Barahona is recognized for his exemplary service, dedication, leadership, and unwavering commitment to public safety, exemplifying the values of service and integrity, and inspiring the community to work hard, protect, and serve with honor; and

NOW, THEREFORE I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, recognize Sonia Vázquez Luna, the first Hispanic person elected to the Council, to hereby proclaim September 15th through October 15th as

Hispanic Heritage Month

The City of Manassas takes great pride and pleasure in drawing special public attention to the contributions of Hispanic residents that improve the quality of life in our community and in communities across the nation.

ATTEST:

_____

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

_____

Eric W. Smith II City Clerk

P R O C L A M A C I Ó N

CONSIDERANDO QUE el Mes de la Herencia Hispana, establecido por el Congreso de los Estados Unidos y observado del 15 de septiembre al 15 de octubre, celebra la historia, la cultura y las contribuciones de los estadounidenses que tienen sus raíces en España, México, América Central, América del Sur y el Caribe, honrando sus logros en diversos campos y reconociendo el impacto de los residentes latinos dentro de la Ciudad de Manassas; y

CONSIDERANDO QUE, Heyle Cortez Corado, estudiante de la Escuela Secundaria Osbourn [Osbourn High School], se encuentra en el cinco por ciento de la clase académica superior de los graduados de 2026, sirve en la Junta Ejecutiva de Liderazgo [Leadership Executive Board], participa activamente en proyectos escolares, y es altamente respetada tanto por sus compañeros como por el personal; y

CONSIDERANDO QUE, Julio Zee Berríos, artista radicado en Virginia, lleva décadas compartiendo su talento y competencia con audiencias de todo el mundo, incluso a través de exposiciones públicas de su arte en el norte de Virginia y en Manassas; y

CONSIDERANDO QUE María Elena Guzmán dirige LAREXPO (la Exposición Artesanal y Empresarial Latinoamericana) y ha pasado casi una década actuando como agente del cambio positivo, apoyando a los emprendedores y destacando la comunidad latina; y

CONSIDERANDO que Juan Carlos Cadima contribuye a la comunidad con su liderazgo en la presentación anual del Festival Latino de Manassas, que resalta el arte, la cultura y la música latinos para el disfrute de residentes y visitantes por igual; y

CONSIDERANDO QUE Félix y Jesús Vargas, dueños del restaurante La Jarochita, sirven con orgullo a la comunidad mostrando los auténticos sabores y tradiciones de la cocina mexicana, al tiempo que brindan un lugar de reunión acogedor donde los residentes y visitantes pueden expresar el orgullo cultural, la conexión y la comunidad; y

CONSIDERANDO QUE el capitán Amílcar Gio Barahona es reconocido por su servicio, dedicación y liderazgo ejemplares, además de su compromiso inquebrantable con la seguridad pública, ejemplificando los valores de servicio e integridad, e inspirando a la comunidad a trabajar duro, proteger y servir con honor; y

POR LO TANTO, yo, Michelle Davis-Younger, alcaldesa de la Ciudad de Manassas, Virginia en nombre del Concejo Municipal de la Ciudad de Manassas, reconozco a Sonia Vásquez Luna, la primera persona hispana elegida al Concejo Municipal y, por la presente, proclamo el período del 15 de septiembre al 15 de octubre:

El Mes de la Herencia Hispana

La Ciudad de Manassas se enorgullece y se complace destacar de forma pública las contribuciones de los residentes hispanos que mejoran la calidad de vida en nuestra comunidad y en comunidades por todo el país.

TESTIGO:

_____
Michelle Davis-Younger, alcaldesa
En nombre del Concejo Municipal
de Manassas, Virginia

_____
Eric W. Smith II Secretario municipal

City Council Agenda Item Report

Agenda Item No. 2.1
Submitted by: Melissa Heiderman
Submitting Department: Fire and Rescue Department
Meeting Date: September 8, 2025

Item Title

Proclamation: National Preparedness Month

Suggested Action and/or Recommendation

Approve

Suggested Motion

Approve National Preparedness Month Proclamation

Item Type Proclamations
Item ID 2026-123
Submitting Department Fire and Rescue Department
Drafter Melissa Heiderman
Meeting Body City Council
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Chief Mills

ATTACHMENTS

- Proclamation - National Preparedness Month

P R O C L A M A T I O N

WHEREAS, National Preparedness Month is a nationwide effort first sponsored by the U.S. Department of Homeland Security in 2004; and

WHEREAS, National Preparedness Month creates an important opportunity for Manassas citizens to prepare their homes, businesses, and communities for any type of emergency from natural disasters to attacks of terrorism; and

WHEREAS, emergency preparedness is everyone's responsibility; and

WHEREAS, Manassas residents have suffered through many natural disasters over the years including blizzards, hurricanes, tornadoes, an earthquake, and most recently a pandemic; and

WHEREAS, the Manassas City Council joins the City of Manassas Fire and Rescue Department's Emergency Management Division in recognizing the value of emergency preparedness for citizens of Manassas and City Government; and

WHEREAS, the number of declared major disasters has nearly doubled since the 1980s; and

WHEREAS, experience has shown that communities are not truly prepared for a disaster until every individual, family, and household takes responsibility for preparedness; and

WHEREAS, since we cannot always know when and where a disaster will occur, as citizens of the City of Manassas, we can prepare ourselves by creating a family emergency plan, by choosing an out-of-town emergency contact, by assembling an emergency supply kit, and by getting involved in community preparedness and becoming informed about the types of emergencies and related emergency actions that can occur in our community;

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim the month of September 2025 as

"National Preparedness Month"

in the City of Manassas and encourage all citizens and civic organizations to recognize the importance of preparedness by evaluating and updating their plans for the aftermath of a large-scale emergency.

ATTEST:

_____

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

_____

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 2.6
Submitted by: Chloe Delhomme
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Proclamation: Car Free Day

Suggested Action and/or Recommendation

Present Proclamation

Suggested Motion

If approved as part of the Consent Agenda:
I move that the Consent Agenda be approved and the readings of the ordinances dispensed.

If removed from the Consent Agenda:
I move that the Proclamation designating September 22, 2025 as Car Free Day be approved.

Item Type Proclamations
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-150
Drafter Chloe Delhomme
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Chloe Delhomme, Transportation Planner

ATTACHMENTS

- Proclamation - Car Free Day

PROCLAMATION

WHEREAS, Car Free Day is celebrated in 2,000 cities and in 46 countries, with a common goal of reducing traffic congestion, improving parking demands and overall mobility; and

WHEREAS, Car Free Day invites those who live and work in the City of Manassas to telework and try alternative forms of transportation such as transit, bicycling, scootering, walking, and "car-lite" methods such as carpools and vanpools; and

WHEREAS, the City of Manassas is a walkable community, served by the Virginia Railway Express, Amtrak, and OmniRide, and is designated as a Bronze-level Bicycle Friendly Community; and

WHEREAS, Car Free Day benefits the City of Manassas, by improving traffic-related air pollution, by reducing noise, and by encouraging energy conservation; and

WHEREAS, Car Free Day provides health benefits not only by improving environmental conditions, but also by promoting active transportation such as walking and biking; and

WHEREAS, Car Free Day supports the City of Manassas mobility vision, which seeks to provide and promote a multi-modal transportation system throughout the City; and

WHEREAS, Car Free Day supports the City of Manassas strategic plan by increasing pedestrian, bike, and traffic safety awareness; and

WHEREAS, the City of Manassas and partners will celebrate Car Free Day on Saturday, September 13th at the Farmers Market with information from the City and partners on the topic of transportation.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim Monday, September 22, 2025 as

Car Free Day

in the City of Manassas and encourage all residents to be Car Free or Car-lite on September 22nd and to also try to use alternative modes of transportation throughout the year.

ATTEST:

_____

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

_____

Eric W. Smith, II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.8
Submitted by: Eric Smith
Submitting Department: Utilities
Meeting Date: September 8, 2025

Item Title

Battery Energy Storage System Update
(Staff: Tarek Aly, Director of Electric Utilities)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department Utilities
Meeting Body City Council
Item ID 2026-138
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

Tarek Aly, Director of Electric, will update the Council on the recent inquiries and concerns regarding the Battery Energy Storage System (BESS) proposed and approved for the Church Street generation facility.

ATTACHMENTS

- City Council Presentation (September 8 2025) - Battery Energy Storage System (BESS) - Overview (FINAL).pdf

City of Manassas - Electric Department
Battery Energy Storage System (BESS)

City Council Meeting

September 8, 2025

Electric Distribution System Overview

- The total number of electric customers is about 17,000 customers (all within the City limits except the Water Treatment Plant)
- The City of Manassas - Electric system peak load for 2024 was about 100 MW (not including the Micron substation load)
- The City of Manassas electric bill is mainly comprised of three components; energy charges (consumption/usage charges), demand charges (peak load demand), and PJM-related transmission charges
- The demand charges represent anywhere from 50%-52% of the total energy bill while the energy charges represent about 40%-42% of the total energy bill
- The demand charge is a significant factor in determining the energy cost for the City of Manassas electric customers
- The demand charge is about $19 per KW ($19,000 per MW)

Manassas
HISTORIC HEART. MODERN BEAT.

Peak Load Demand Shaving Strategies

- The City of Manassas Electric is always exploring ways to lower the energy cost for its electric customers

- The City of Manassas Electric already implements several tools and programs that are aimed at lowering the City's electrical peak demand and help keep the energy cost for our electric customers at a very competitive rate;
  - Voltage Reduction during peak load times (5% VR)
  - Load Management switches (for AC cycling and Water Heaters, about 1,997 active switches)
  - Dispatch peak shaving generators to reduce peak load demand during Dominion Energy's peak day/hour
  - Proposed/Planned: Battery Energy Storage System (BESS) at Church Street Generation Facility

- The Church Street Generation Facility site is zoned L-1 (Light Industrial)

- The Church Street Generation Facility site already houses six (6) diesel generators, two (2) are 1,600 KW each and four (4) are 1,000 KW each

- The Church Street Generation Facility site is already an electric utility site with utility operations and existing infrastructure

Manassas
HISTORIC HEART. MODERN BEAT.

Peak Load Demand Shaving Strategies

Annual Load Control Summary

Year	Total Load Control Periods	Months	Load Control Periods Per Month	Max Monthly Load Control Periods	Min Monthly Load Control Periods	Total Monthly Load Control Calls											
						Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2020	44	12	3.67	9	1	3	2	1	3	4	5	6	5	1	3	2	9
2021	46	12	3.83	6	1	3	5	3	2	3	6	4	4	5	3	5	3
2022	36	12	3.00	5	1	4	3	1	3	3	5	4	2	1	3	4	3
2023	36	12	3.00	5	1	2	1	4	3	1	2	4	5	3	3	3	5
2024	36	12	3.00	5	1	4	3	1	3	3	5	4	2	1	3	4	3
2025	24	7	3.43	6	1	6	3	1	4	2	5	3					
					Totals	22	17	11	18	16	28	25	18	11	15	18	23

Manassas
HISTORIC HEART. MODERN BEAT.

Peak Load Demand Shaving Strategies

MONTHLY LOAD CONTROL SUMMARY
FOR 2024

JANUARY

1/3	7:00 AM – 8:03 AM
1/5	7:00 AM – 8:03 AM
1/17	**6:00 AM – 8:15 AM**
1/22	7:00 AM – 8:05 AM

FEBRUARY

2/7	**7:00 AM – 8:01 AM**
2/8	7:00 AM – 8:00 AM
2/20	7:00 AM – 7:49 AM

MARCH

3/1	**7:00 AM – 8:00 AM**

APRIL

4/5	7:00 AM – 8:04 AM
4/15	4:00 PM – 8:00 PM
4/29	**4:00 PM – 8:00 PM**

MAY

5/2	5:00 PM – 7:08 PM
5/8	4:00 PM – 6:32 PM
5/22	**4:00 PM – 7:05 PM**

JUNE

6/21	4:00 PM – 6:12 PM
6/22	4:00 PM – 8:00 PM
6/23	4:00 PM – 5:57 PM
6/26	**3:00 PM – 4:41 PM**
6/30	5:00 PM – 6:00 PM

JULY

7/5	4:00 PM – 7:00 PM
7/9	3:00 PM – 7:00 PM
7/15	4:00 PM – 5:00 PM
7/16	**3:00 PM – 7:00 PM**

AUGUST

8/1	3:00 PM – 8:00 PM
8/2	**3:00 PM – 6:00 PM**

SEPTEMBER

9/1	**2:00 PM – 5:06 PM**

OCTOBER

10/3	**5:00 PM – 8:05 PM**
10/4	4:00 PM – 6:22 PM
10/31	5:00 PM – 6:17 PM

NOVEMBER

11/13	7:00 AM – 8:00 AM
11/22	7:00 AM – 8:03 AM
11/30	6:00 AM – 8:20 AM
11/30	**6:00 PM – 10:00 PM**

DECEMBER

12/3	7:00 AM – 8:00 AM
12/4	7:00 AM – 8:00 AM
12/23	**7:00 AM – 8:29 AM**

Manassas
HISTORIC HEART. MODERN BEAT.

Battery Energy Storage System (BESS) Overview

- The BESS system is operated by the City of Manassas and will strictly be used for peak load demand shaving/reduction purposes (15 Year VMEA Contract)
- The BESS system will not be used for any other purposes (e.g. buying and selling into the energy market)
- The BESS system is permitted/licensed for only 150 'Dispatches' per year, every charge & discharge operation counts as one (1) 'Dispatch'
- Since the BESS system is designed to discharge its stored energy (14 MWhrs) over a two-hour period, the maximum discharge time for the system is 300 hours annually
- The BESS system is designed so as not to be left fully charged for more than 24 hours, and will only be charged fully the day before an anticipated peak day, peak load condition. Vendor recommendation is to keep the BESS at no more than 60% charge.
- For all of the above, the City of Manassas BESS is expected to be operated a lot less frequent than other battery energy storage systems
- BESS System Size: 7 MW with a total of 14 MWhrs storage/charge capacity
- Battery Specification: 5 Tesla MegaPack 2 XL's
- Battery Dimensions: 5' width, 29' length, 9' height
- Security: Battery systems will be enclosed by a locked chain link fence with signage

Manassas
HISTORIC HEART. MODERN BEAT.

Battery Energy Storage System (BESS) Overview

- The BESS battery chemistry and the battery management system play very important role in determining the battery system safety level and any potential fire risk hazards
- The BESS system battery technology to be used is the Lithium-Iron-Phosphate (LFP) which has excellent safety track record and a much higher resistivity to fire and overheating conditions than the other Lithium-Ion battery technologies
- The BESS system will be remotely monitored on a 24-hour 7 day a week basis.
- The BESS equipment can be remotely shut down (and through local Emergency Shutdown button also if needed).
- The BESS system primary source of noise is from the battery containers which house the batteries and the cooling fans
- Sound Pressure Data for the Tesla Megapack 2XL indicate that the highest noise level was recorded about 6.6 feet above the cooling fans and was in the 66-70 dBA range
- The City of Manassas code sets the noise level limits for areas that are zoned industrial at a maximum of 70 dBA (daytime) and 65 dBA (nighttime) with the limit being 60 dBA for residential zones
- The BESS system provider will provide an Emergency Management and Fire Safety Plan prior to system operating.

Manassas
HISTORIC HEART. MODERN BEAT.

Battery Energy Storage System (BESS) Concerns

- The main concerns raised by the citizens and brought to the attention of the City Council Members and City staff were;
  - Is there adequate and proper setbacks from the adjacent parcels/properties to the BESS location
  - Elevated noise level as a result of battery operations (charging and discharging)
  - Public Safety and Fire Hazards (toxic fumes, evacuations, …etc.)

Illustration of Megapack



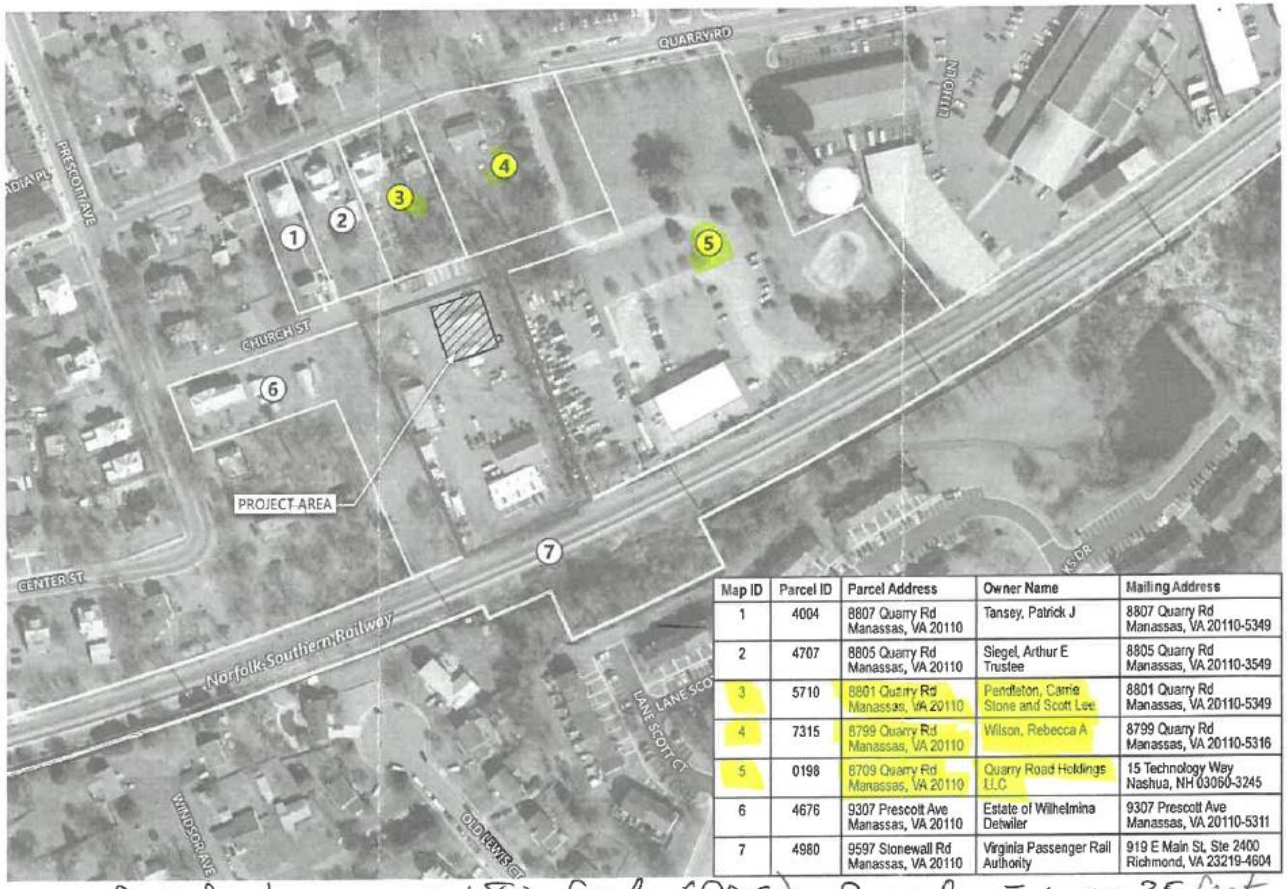
Manassas
HISTORIC HEART. MODERN BEAT.

Battery Energy Storage System (BESS) Layout/Setbacks

Adjacent Property Owners

VMEA Manassas Battery Energy Storage System | 8885 East Church Street, Manassas, Virginia 20110

vhb.



Map ID	Parcel ID	Parcel Address	Owner Name	Mailing Address
1	4004	8807 Quarry Rd Manassas, VA 20110	Tansey, Patrick J	8807 Quarry Rd Manassas, VA 20110-5349
2	4707	8805 Quarry Rd Manassas, VA 20110	Siegel, Arthur E Trustee	8805 Quarry Rd Manassas, VA 20110-3549
3	5710	8801 Quarry Rd Manassas, VA 20110	Pendleton, Carrie Stone and Scott Lee	8801 Quarry Rd Manassas, VA 20110-5349
4	7315	8799 Quarry Rd Manassas, VA 20110	Wilson, Rebecca A	8799 Quarry Rd Manassas, VA 20110-5316
5	0198	8709 Quarry Rd Manassas, VA 20110	Quarry Road Holdings LLC	15 Technology Way Nashua, NH 03060-3245
6	4676	9307 Prescott Ave Manassas, VA 20110	Estate of Wilhelmina Detwiler	9307 Prescott Ave Manassas, VA 20110-5311
7	4980	9597 Stonewall Rd Manassas, VA 20110	Virginia Passenger Rail Authority	919 E Main St, Ste 2400 Richmond, VA 23219-4604

Parcel 1 : ~180 Feet (R25)
Parcel 2 : ~110 Feet (R25)
Parcel 3 : ~65 Feet (R25)
Parcel 4 : ~75 Feet (R25)
Parcel 5 : ~35 Feet (LI)
Parcel 6 : ~135 Feet (R25)
Parcel 7 : ~250 Feet (LI)

Battery Energy Storage System (BESS) Layout/Setbacks

BESS Layout, Setbacks, Buffering

- Layout maximizes residential setbacks while balancing existing fire safety infrastructure and vehicle traffic needs.
- Greater than 200 ft to nearest home or business.
- Existing buffering and noise mitigation is in place for existing generators. More added if needed.
- Batteries will not be the loudest noise through the site. (trains, generators)

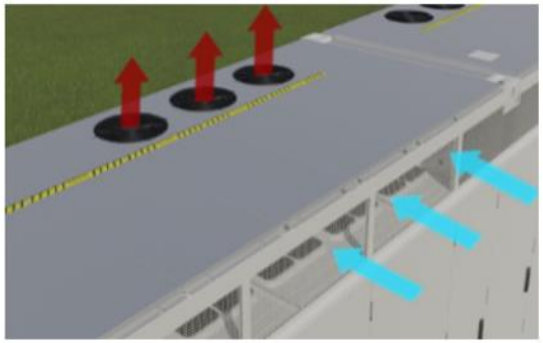


Diesel Generator Technical Specs (Fuel, Noise Level, Emission)

Noise Estimates, Data, and Issues

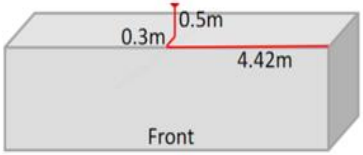
- Primary noise sources are cooling fans, directed upwards, away from the ground.

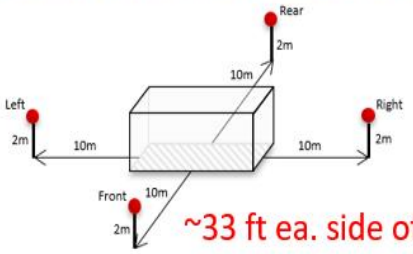




- Estimates based on measured data from Tesla, verified by others

~2 ft above container





~33 ft ea. side of container





- Estimates indicate noise levels below City requirements at nearest residential parcel lines (not including consideration of existing solid fence, installed for noise mitigation from existing generators)
- **Commitment from City Electric Utility to mitigate further if needed, post operation** (not expected)

Diesel Generator Technical Specs (Fuel, Noise Level, Emission)

Noise Estimates, Data, and Issues

- Modeled noise levels, same project size & equipment, Queens, NY :



Receiver	Floor	100% Operation w/o Barriers	100% Operation w/ Barriers
1a: 97-15 Christie Ave (Com PL)	GF	68	66
1b: 97-15 Christie Ave (Com PL)	GF	70	68
1c: 97-15 Christie Ave (Com PL)	GF	67	64
2: 50-25 97th Pl (Com PL)	GF	71	67
3: 53-09 97th Pl (Com PL)	GF	65	65
4: 51-07 97th St (Res Facade)	GF	61	61
4: 51-07 97th St (Res Facade)	2 Fl	61	61
4: 51-07 97th St (Res Facade)	3 Fl	62	62

Receiver	Floor	40% Operation w/o Barriers	40% Operation w/ Barriers
1a: 97-15 Christie Ave (Com PL)	GF	55	53
1b: 97-15 Christie Ave (Com PL)	GF	57	55
1c: 97-15 Christie Ave (Com PL)	GF	55	51
2: 50-25 97th Pl (Com PL)	GF	58	54
3: 53-09 97th Pl (Com PL)	GF	52	51
4: 51-07 97th St (Res Facade)	GF	48	47
4: 51-07 97th St (Res Facade)	2 Fl	48	48
4: 51-07 97th St (Res Facade)	3 Fl	49	49

- Estimates indicate noise levels below City requirements at nearest residential parcel lines (not including consideration of existing solid fence, installed for noise mitigation from existing generators)
- **Commitment from City Electric Utility to mitigate further if needed, post operation** (not expected)

Diesel Generator Technical Specs (Fuel, Noise Level, Emission)

CAT - 3516A Diesel Generator Set Technical Specs & Datasheet

Generator Specs	Value	Unit	Emissions (Pollutant)	Emission/Pollutant Rate (g/hp-hr) Grams/HP-Hour	Total Emission/Pollutant (Tons/Year)
Power Rating @ 0.8 Power Factor	1,600	KiloWatt (KW)	Nitrogen Oxides (NO_X)	10.5	7.41
Mechanical Power @ 0.8 Power Factor	2,133	HorsePower (HP)	Carbon Monoxide (CO)	1.4	0.99
Voltage Rating	12.47	KiloVolts (KV)	Hydrocarbons (HC)	0.01	0.01
Fuel Consumption @ 100% Loading	124.1	Gallons/Hour	Particulate Matter (PM)	0.1	0.07
Fuel Consumption @ 75% Loading	95.9	Gallons/Hour			
Estimated Annual Run Hours	300	Hour (Hr)			
Annual Fuel Consumption @ 300 Hours	37,230	Gallons			
Noise Level (Open-Set, No Enclosure)	100+	Decible (dB)			

Manassas
HISTORIC HEART. MODERN BEAT.

BESS Fire Life Safety Issues

- VMEA and Manassas Electric Utility selected the safest utility-scale BESS product on the market
  - Tesla Megapack 2XL, with Lithium Iron Phosphate (LFP) batteries
  - LFP batteries recognized as the safest Lithium-Ion batteries on the market
    - Superior resistance to overheating, fire
    - LFP cells contain no flammable materials
- Extensive and detailed review of independently developed database on worldwide BESS incidents
  - EPRI BESS Failure Incident Database
  - Results:
    - ***No incidents involving Tesla Megapacks with LFP batteries***
    - The few Tesla incidents in the database (3 in Australia, and one in the U.S.) involved products prior to their switch to LFP
    - None of the Tesla incidents involved more than 1 or 2 containers--did not spread like some other fires have for products from other manufacturers and battery chemistries.
    - > 16,000 Megapacks deployed to date
- Extensive laboratory testing on Tesla Megapack 2XLs
  - Forced into failure mode, impacts measured
  - Emissions similar to household fire (when the structure fire involves refrigerants, the burning refrigerants when exposed to the fire create a hydrogen fluoride gas)
- There are numerous and increasing numbers of batteries already operating in the community
  Charging stations, vehicles, home back-up power

BESS Fire Life Safety Design Features

- The system is designed to the latest versions of NPFA 855 and IFC Chapter 12.
- Zero documented thermal/fire events involving Tesla LFP battery systems.
- The system testing was according and to UL9540 and UL9540A
- Tesla BESS Controller (Battery Management System) is monitoring multiple points of the system resulting in system shutdown well before a thermal runaway event occurs
- Exterior Battery Access design (NOT a walk-in Container). FD intervention limited to Exposure protection and NOT fire suppression.
- “Active” Container Ventilation to Eliminate any gas build-up
- Knox-Box Document Box at Gate to support First Responders
- Site Specific ERP (Emergency Response Plan) will be developed to outline management of any potential emergencies.
- Training for FD provided prior to system going on-line

Manassas
HISTORIC HEART. MODERN BEAT.

Emergency Response to BESS System Emergencies

- The BESS Emergency Response is no different than energized Substation or Utility enclosure “Stand Fast” Defensive Approach and Manage Exposures
- Address any Brush Fires or Impinging Fires under current Department SOG/SOP
- BESS Operations Personnel will manage opening any units secondary to an alarm or condition
- FD – TIC, Portable ABC Extinguisher, SCBA to support BESS Operations Team
- Any potential medical emergency in the BESS Yard will require an escort into BESS enclosure by Operations Personnel.

Manassas
HISTORIC HEART. MODERN BEAT.

QUESTIONS

City Council Agenda Item Report

Agenda Item No. 1.9
Submitted by: Eric Smith
Submitting Department: Fire and Rescue Department
Meeting Date: September 8, 2025

Item Title

MPD Crime Mapping
(Staff: Douglas Keen, Police Chief)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Item ID 2026-131
Submitting Department Fire and Rescue Department
Drafter Eric Smith
Meeting Body City Council
Meeting Date September 8, 2025

Executive Summary and Background Information

https://manassaspolicedepartment-va-letrms.connect.socrata.com/

City Council Agenda Item Report

Agenda Item No. 1.10
Submitted by: Eric Smith
Submitting Department: Police Department
Meeting Date: September 8, 2025

Item Title

Community Complaint Task Force
(Staff: Douglas Keen, Police Chief)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department Police Department
Meeting Body City Council

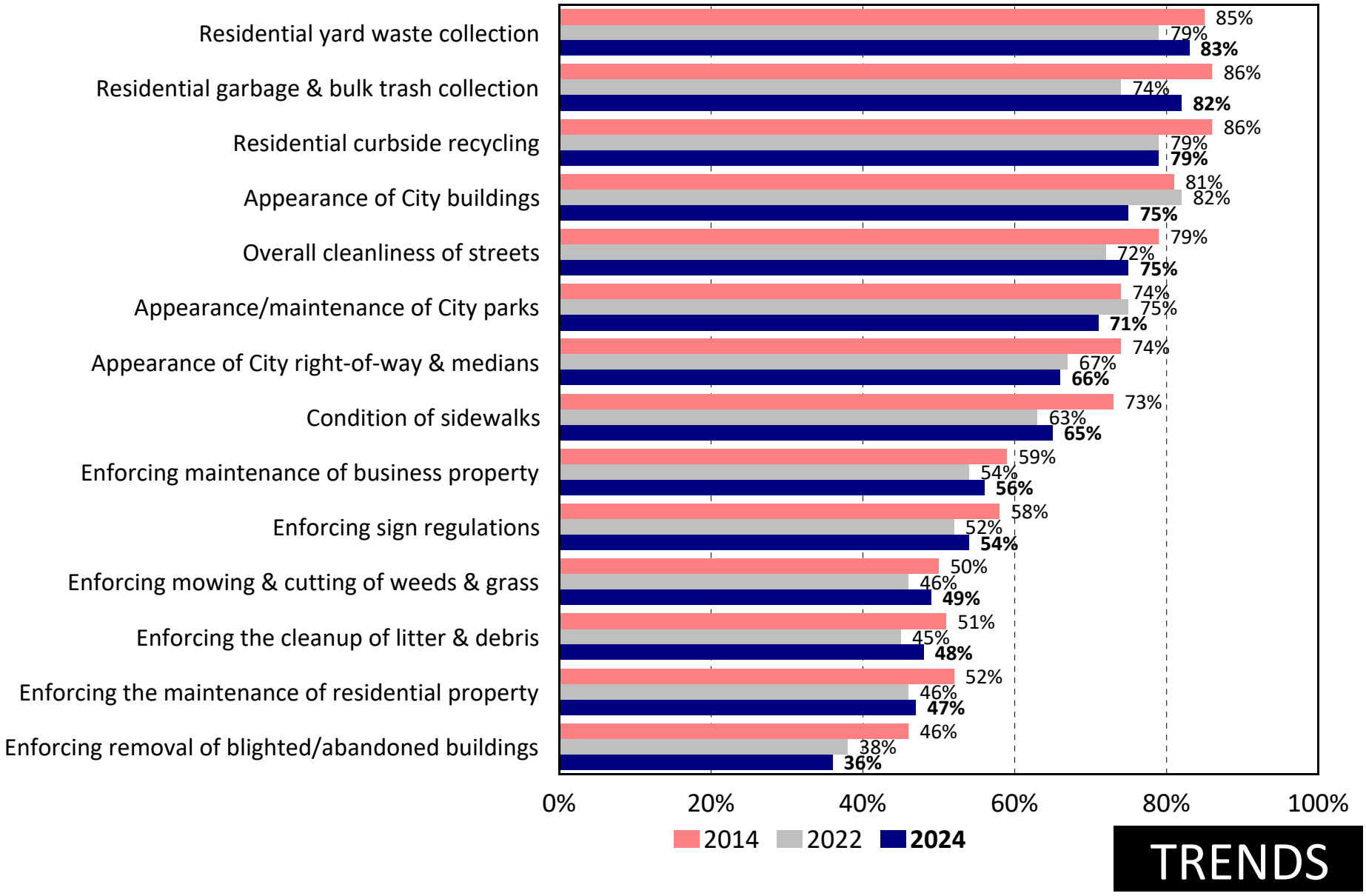
Item ID 2026-132
Drafter Eric Smith
Meeting Date September 8, 2025

ATTACHMENTS

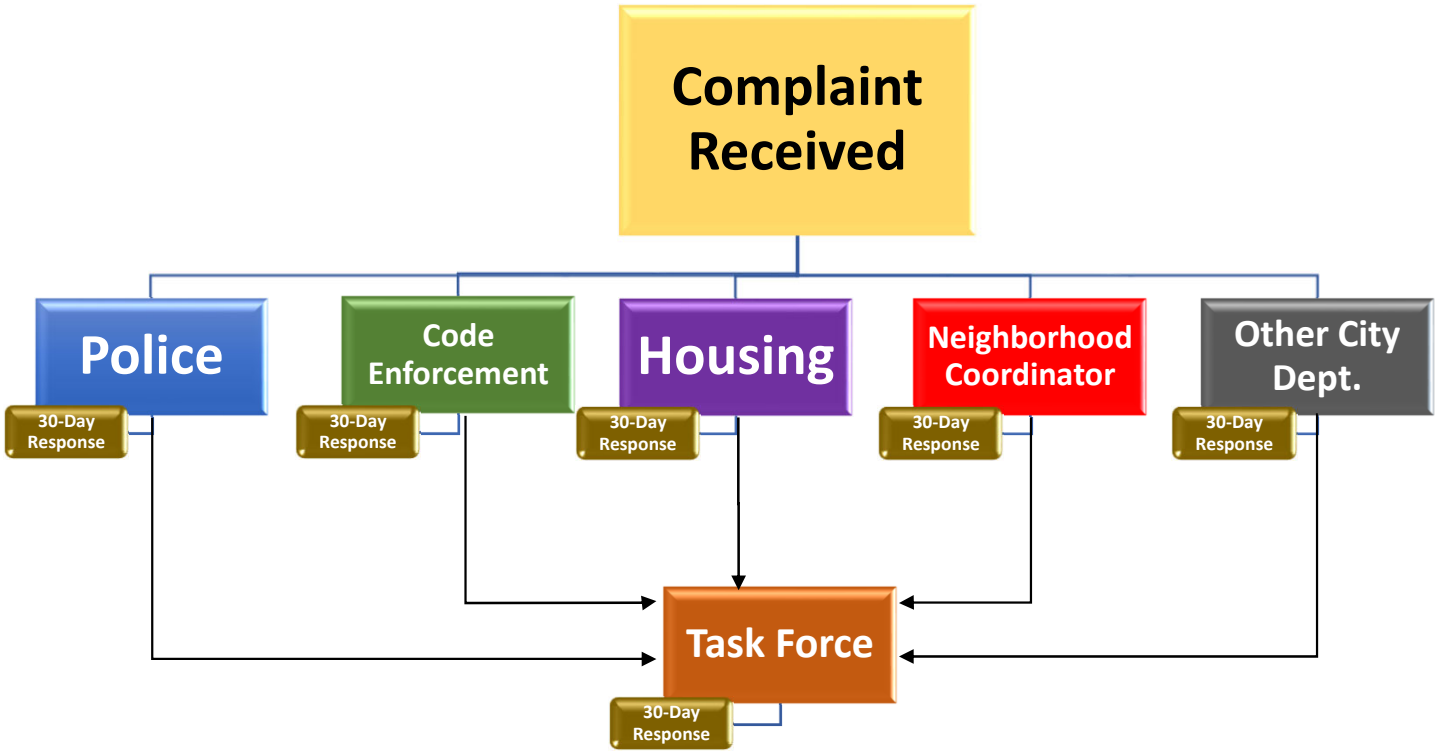
- PRES Task Force Flowchart

Satisfaction with Community Appearance 2014, 2022 & 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding "don't know")



TRENDS


Complaint Received
Police
Code Enforcement
Housing
Neighborhood Coordinator
Other City Dept.
30-Day Response
30-Day Response
30-Day Response
30-Day Response
30-Day Response
Task Force
30-Day Response

City Council Agenda Item Report

Agenda Item No. 2.1
Submitted by: Melissa Heiderman
Submitting Department: Fire and Rescue Department
Meeting Date: September 8, 2025

Item Title

Proclamation: National Preparedness Month

Suggested Action and/or Recommendation

Approve

Suggested Motion

Approve National Preparedness Month Proclamation

Item Type Proclamations
Item ID 2026-123
Submitting Department Fire and Rescue Department
Drafter Melissa Heiderman
Meeting Body City Council
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Chief Mills

ATTACHMENTS

- Proclamation - National Preparedness Month

P R O C L A M A T I O N

WHEREAS, National Preparedness Month is a nationwide effort first sponsored by the U.S. Department of Homeland Security in 2004; and

WHEREAS, National Preparedness Month creates an important opportunity for Manassas citizens to prepare their homes, businesses, and communities for any type of emergency from natural disasters to attacks of terrorism; and

WHEREAS, emergency preparedness is everyone's responsibility; and

WHEREAS, Manassas residents have suffered through many natural disasters over the years including blizzards, hurricanes, tornadoes, an earthquake, and most recently a pandemic; and

WHEREAS, the Manassas City Council joins the City of Manassas Fire and Rescue Department's Emergency Management Division in recognizing the value of emergency preparedness for citizens of Manassas and City Government; and

WHEREAS, the number of declared major disasters has nearly doubled since the 1980s; and

WHEREAS, experience has shown that communities are not truly prepared for a disaster until every individual, family, and household takes responsibility for preparedness; and

WHEREAS, since we cannot always know when and where a disaster will occur, as citizens of the City of Manassas, we can prepare ourselves by creating a family emergency plan, by choosing an out-of-town emergency contact, by assembling an emergency supply kit, and by getting involved in community preparedness and becoming informed about the types of emergencies and related emergency actions that can occur in our community;

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim the month of September 2025 as

"National Preparedness Month"

in the City of Manassas and encourage all citizens and civic organizations to recognize the importance of preparedness by evaluating and updating their plans for the aftermath of a large-scale emergency.

ATTEST:

_____

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

_____

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.2
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Recovery Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-89
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

LeNelle M. Mozell

Prince William County Behavioral Health Program Manager

ATTACHMENTS

- Proclamation - Recovery Month

P R O C L A M A T I O N

WHEREAS, mental health and substance use disorders affect every community nationwide, as well as here in the Prince William County,

WHEREAS, SAMHSA reports that 1 in 4 Americans identify as having a mental health or substance use disorder with 22.3 million Americans having reached recovery from a substance use disorder; and,

WHEREAS, with commitment and support, those impacted by mental health or substance use disorders can embark on a journey of resilience, improved health, and overall wellness; and,

WHEREAS, Recovery Month is observed each September to celebrate all people that make the journey of recovery possible by embracing the "Families and Recovery" to spread the message that people can and do recover every day; and,

WHEREAS, the goal of Recovery Month is to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about the effective services that are available; and,

WHEREAS, residents are encouraged to be aware of and able to recognize the signs of mental health and substance use disorders and assist family, friends and coworkers when possible, and people in need of recovery services are encouraged to seek help.

NOW THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council do hereby recognize September 2025 as:

"Recovery Month"

in the City of Manassas, and we call this observance to the attention of our residents. Community Services believes "change is possible", the agency and its community partners are hosting a Families and Recovery event on September 17th at the AJ Ferlazzo Building and invite community allies and people in recovery to share their stories of resilience and recovery through art and storytelling.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.3
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Constitution Week

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-90
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

Sue Fleming

Elizabeth McIntosh Hammill Chapter of the National Society Daughters of the American Revolution

ATTACHMENTS

- Proclamation - Constitution Week

P R O C L A M A T I O N

Whereas, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation, and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Whereas, the Elizabeth McIntosh Hammill Chapter National Society of the Daughters of the American Revolution recognizes the Constitution and celebrates Constitution Week; and

Whereas, we, the citizens, proclaim our freedoms and the freedoms of our posterity as stated in the Constitution; and

Whereas, it is the duty of all citizens to guard and protect the Constitution as the basis of our laws.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas and on behalf of the Manassas City Council, hereby proclaim the week of September 17-23, 2025, as:

"CONSTITUTION WEEK"

In the City of Manassas and urge all residents to reflect upon the importance of the Constitution in safeguarding our liberties and to participate in activities that honor this foundational document.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.4
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Suicide Prevention Week

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-91
Drafter Eric Smith
Meeting Date September 8, 2025

Executive Summary and Background Information

Madeline Wiltse

American Foundation for Suicide Prevention

ATTACHMENTS

- Proclamation - Suicide Prevention Week

P R O C L A M A T I O N

WHEREAS, suicide is the 11th leading cause of death in the United States, the 3rd leading cause of death among children and teens ages 10-19, and the 2nd leading cause of death among individuals between the ages of 20 to 34, and in the United States 49,369 people died by suicide in 2022 (Centers for Disease Control); and

WHEREAS, suicide rates have increased approximately 30% over the last two decades, reaching a record high in 2022; and

WHEREAS, in 2022, suicide was the 10th leading cause of death in Virginia (Centers for Disease Control) with 1,208 people dying; and

WHEREAS, it is estimated that in 2022, there were 1.6 million suicide attempts; and

WHEREAS, over 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition was not recognized or treated; and

WHEREAS, organizations such as the American Foundation for Suicide Prevention are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

- Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority.
- Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities.
- Develop and implement strategies to improve and increase access to quality mental health and substance abuse as suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition.
- Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council do hereby recognize the week of September 7-13, 2025, as:

"National Suicide Prevention Week"

in the City of Manassas and call upon all residents to learn the warning signs of suicide, support those in crisis, uplift survivors and their families, and join in community efforts that promote hope, healing, and the prevention of suicide.

ATTEST:

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

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.5
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: September 8, 2025

Item Title

Proclamation: Hispanic Heritage Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council
Item ID 2026-120
Drafter Eric Smith
Meeting Date September 8, 2025

ATTACHMENTS

- Proclamation - Hispanic Heritage Month 2025 ENG NEW
- Proclamation - Hispanic Heritage Month 2025 ESP NEW

P R O C L A M A T I O N

WHEREAS, Hispanic Heritage Month, established by Congress and observed from September 15 to October 15, celebrates the history, culture, and contributions of Americans with roots in Spain, Mexico, Central and South America, and the Caribbean, honoring their achievements across diverse fields and recognizing the impact of Latino residents within the City of Manassas; and

WHEREAS, Heyle Cortez Corado, a student at Osbourn High School, ranks in the top five percent of the Class of 2026, serves on the Leadership Executive Board, actively engages in school projects, and is highly respected by both her peers and staff; and

WHEREAS, Julio Zee Berríos, a Virginia-based artist, has spent decades sharing his talent and skill with audiences around the world, including through public displays of his art in Northern Virginia and Manassas; and

WHEREAS, María Elena Guzmán leads LAREXPO, the Latin American Artisans and Entrepreneurs Expo, and has spent nearly a decade serving as a changemaker, supporting entrepreneurs and showcasing the Latino community; and

WHEREAS, Juan Carlos Cadima contributes to the community through his leadership in presenting the annual Manassas Latino Festival, which highlights Latino art, culture, and music for the enjoyment of residents and visitors alike; and

WHEREAS, Félix and Jesús Vargas, owners of La Jarochita Restaurant, proudly serve the community by showcasing the authentic flavors and traditions of Mexican cuisine, while providing a welcoming gathering place where residents and visitors can experience cultural pride, connection, and community; and

WHEREAS, Captain Amílcar Gio Barahona is recognized for his exemplary service, dedication, leadership, and unwavering commitment to public safety, exemplifying the values of service and integrity, and inspiring the community to work hard, protect, and serve with honor; and

NOW, THEREFORE I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, recognize Sonia Vázquez Luna, the first Hispanic person elected to the Council, to hereby proclaim September 15th through October 15th as

Hispanic Heritage Month

The City of Manassas takes great pride and pleasure in drawing special public attention to the contributions of Hispanic residents that improve the quality of life in our community and in communities across the nation.

ATTEST:

_____

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

_____

Eric W. Smith II City Clerk

P R O C L A M A C I Ó N

CONSIDERANDO QUE el Mes de la Herencia Hispana, establecido por el Congreso de los Estados Unidos y observado del 15 de septiembre al 15 de octubre, celebra la historia, la cultura y las contribuciones de los estadounidenses que tienen sus raíces en España, México, América Central, América del Sur y el Caribe, honrando sus logros en diversos campos y reconociendo el impacto de los residentes latinos dentro de la Ciudad de Manassas; y

CONSIDERANDO QUE, Heyle Cortez Corado, estudiante de la Escuela Secundaria Osbourn [Osbourn High School], se encuentra en el cinco por ciento de la clase académica superior de los graduados de 2026, sirve en la Junta Ejecutiva de Liderazgo [Leadership Executive Board], participa activamente en proyectos escolares, y es altamente respetada tanto por sus compañeros como por el personal; y

CONSIDERANDO QUE, Julio Zee Berríos, artista radicado en Virginia, lleva décadas compartiendo su talento y competencia con audiencias de todo el mundo, incluso a través de exposiciones públicas de su arte en el norte de Virginia y en Manassas; y

CONSIDERANDO QUE María Elena Guzmán dirige LAREXPO (la Exposición Artesanal y Empresarial Latinoamericana) y ha pasado casi una década actuando como agente del cambio positivo, apoyando a los emprendedores y destacando la comunidad latina; y

CONSIDERANDO que Juan Carlos Cadima contribuye a la comunidad con su liderazgo en la presentación anual del Festival Latino de Manassas, que resalta el arte, la cultura y la música latinos para el disfrute de residentes y visitantes por igual; y

CONSIDERANDO QUE Félix y Jesús Vargas, dueños del restaurante La Jarochita, sirven con orgullo a la comunidad mostrando los auténticos sabores y tradiciones de la cocina mexicana, al tiempo que brindan un lugar de reunión acogedor donde los residentes y visitantes pueden expresar el orgullo cultural, la conexión y la comunidad; y

CONSIDERANDO QUE el capitán Amílcar Gio Barahona es reconocido por su servicio, dedicación y liderazgo ejemplares, además de su compromiso inquebrantable con la seguridad pública, ejemplificando los valores de servicio e integridad, e inspirando a la comunidad a trabajar duro, proteger y servir con honor; y

POR LO TANTO, yo, Michelle Davis-Younger, alcaldesa de la Ciudad de Manassas, Virginia en nombre del Concejo Municipal de la Ciudad de Manassas, reconozco a Sonia Vásquez Luna, la primera persona hispana elegida al Concejo Municipal y, por la presente, proclamo el período del 15 de septiembre al 15 de octubre:

El Mes de la Herencia Hispana

La Ciudad de Manassas se enorgullece y se complace destacar de forma pública las contribuciones de los residentes hispanos que mejoran la calidad de vida en nuestra comunidad y en comunidades por todo el país.

TESTIGO:

_____
Michelle Davis-Younger, alcaldesa
En nombre del Concejo Municipal
de Manassas, Virginia

_____
Eric W. Smith II Secretario municipal

City Council Agenda Item Report

Agenda Item No. 2.6
Submitted by: Chloe Delhomme
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Proclamation: Car Free Day

Suggested Action and/or Recommendation

Present Proclamation

Suggested Motion

If approved as part of the Consent Agenda:
I move that the Consent Agenda be approved and the readings of the ordinances dispensed.

If removed from the Consent Agenda:
I move that the Proclamation designating September 22, 2025 as Car Free Day be approved.

Item Type Proclamations
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-150
Drafter Chloe Delhomme
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Chloe Delhomme, Transportation Planner

ATTACHMENTS

- Proclamation - Car Free Day

PROCLAMATION

WHEREAS, Car Free Day is celebrated in 2,000 cities and in 46 countries, with a common goal of reducing traffic congestion, improving parking demands and overall mobility; and

WHEREAS, Car Free Day invites those who live and work in the City of Manassas to telework and try alternative forms of transportation such as transit, bicycling, scootering, walking, and "car-lite" methods such as carpools and vanpools; and

WHEREAS, the City of Manassas is a walkable community, served by the Virginia Railway Express, Amtrak, and OmniRide, and is designated as a Bronze-level Bicycle Friendly Community; and

WHEREAS, Car Free Day benefits the City of Manassas, by improving traffic-related air pollution, by reducing noise, and by encouraging energy conservation; and

WHEREAS, Car Free Day provides health benefits not only by improving environmental conditions, but also by promoting active transportation such as walking and biking; and

WHEREAS, Car Free Day supports the City of Manassas mobility vision, which seeks to provide and promote a multi-modal transportation system throughout the City; and

WHEREAS, Car Free Day supports the City of Manassas strategic plan by increasing pedestrian, bike, and traffic safety awareness; and

WHEREAS, the City of Manassas and partners will celebrate Car Free Day on Saturday, September 13th at the Farmers Market with information from the City and partners on the topic of transportation.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim Monday, September 22, 2025 as

Car Free Day

in the City of Manassas and encourage all residents to be Car Free or Car-lite on September 22nd and to also try to use alternative modes of transportation throughout the year.

ATTEST:

_____

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

_____

Eric W. Smith, II City Clerk

City Council Agenda Item Report

Agenda Item No. 2.7
Submitted by: Chloe Delhomme
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-144: FY2027-28 Transportation Alternatives Program
(Staff: Chloe Delhomme, AICP, Senior Planner)

Suggested Action and/or Recommendation

Approve Resolution #R-2026-144

Suggested Motion

If approved as part of the Consent Agenda:

I move that the Consent Agenda be approved and the readings of the ordinances dispensed.

If removed from the Consent Agenda:

I move that Resolution #R-2026-144 be approved.

Item Type Resolutions
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-144
Drafter Chloe Delhomme
Meeting Date September 8, 2025

Advisory Board/Committee Review

City Council Worksession on June 16th, 2025

Fiscal Impact

If the application is approved, federal funding for these projects will be included for City Council approval as part of the FY27 capital improvement program.

Executive Summary and Background Information

The City is submitting one application for the Centreville sidewalk project which is currently in the planning phase. City Council approval is required to complete the application for this project that meet the program's funding criteria.

ATTACHMENTS

- R-2026-144 RES FY2027-28 Transportation Alternatives Program

MOTION: _____ **September 8, 2025**
Regular Meeting
SECOND: _____ **Res. No. #R-2026-144**

RE: Application for FY2027-28 Transportation Alternatives Program

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring jurisdiction or agency requesting the Virginia Department of Transportation establish a Transportation Alternatives Set-Aside project to be administered by the City of Manassas; and

WHEREAS, that the City of Manassas requests the Commonwealth Transportation Board to establish a project for the Centreville sidewalk; and

WHEREAS, that the City of Manassas hereby commits to provide a minimum of 20 percent matching contribution for this project and any additional funds necessary to complete the project; and

WHEREAS, that the City of Manassas hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project; and

WHEREAS, that the City of Manassas will be responsible for maintenance and operating costs of any improvement/facility constructed with Transportation Alternatives Set-Aside funds unless other arrangements have been made with the Department; and

WHEREAS, that if the City of Manassas subsequently elects to cancel this project, the City of Manassas hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The City of Manassas also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Manassas City Council hereby grants authority for the City Manager or designee to execute project agreements for any approved Transportation Alternatives Set-aside projects for Fiscal Year 2027-28.

_____

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 Council Agenda Item Report

Agenda Item No. 2.8
Submitted by: Chloe Delhomme
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-145: Application for VDOT FY 2029-30 Revenue Sharing Program
(Staff: Chloe Delhomme, AICP, Senior Planner)

Suggested Action and/or Recommendation

Approve Resolution #R-2026-145

Suggested Motion

If approved as part of the Consent Agenda:

I move that the Consent Agenda be approved and the readings of the ordinances dispensed.

If removed from the Consent Agenda:

I move that Resolution #R-2026-145 be approved.

Item Type Resolutions
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-145
Drafter Chloe Delhomme
Meeting Date September 8, 2025

Advisory Board/Committee Review

City Council Work Session – June 16, 2025

Fiscal Impact

If the application is approved, state funding for this project will be included for City Council approval as part of the FY28 capital improvement program. Use of state funds will offset the need to use local funds.

Executive Summary and Background Information

The City is submitting three applications for funding through the state Revenue Sharing Program. Applications are now required to be submitted 4 years in advance of funding allocation. City Council approval is required to complete the application for the following project that meets the program's funding criteria:

· Jackson Avenue Sidewalk – This project is currently in the planning phase.

· Centreville Road Sidewalk – This project is currently in the planning phase.

· Dean Drive Widening (T-39) – This project is an active CIP project and is currently in the design phase. This request is for additional funding for the construction phase.

ATTACHMENTS

- R-2026-145 RES Application for VDOT FY2029-30 Revenue Sharing Program

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. #R-2026-145**

RE: Application for Virginia Department of Transportation's Fiscal Year 2029-30 Revenue Sharing Program

WHEREAS, the City of Manassas desires to submit three applications through the Virginia Department of Transportation Fiscal Year 2029-30, Revenue Sharing Program; and

WHEREAS, these funds are requested to fund:

1. **Jackson Avenue Sidewalk** – This project consists of constructing a new 5-ft sidewalk along Jackson Avenue between Sudley Road and Barnett Street.

2. **Centreville Road Sidewalk** – This project consists of constructing 0.2 mile of sidewalk on Centreville Road between Weir Place and Prim Ln, sidewalk on Carriage Ln and Reb Yank Dr., and a mid-block crossing on Centreville Road.

3. **Dean Drive Widening (T-39)** – This project consists of widening Dean Drive from the existing animal shelter to Wellington Road and add curb, gutter, and bike lanes as well as provide a bicycle/pedestrian connection to the Wellington Trail.

WHEREAS, the Revenue Sharing Program is a biennial application process and upon closure of the current application cycle, the next available opportunity to apply will be in 2027; and

WHEREAS, Revenue Sharing is a 50/50 match program and state funds are allocated to match the localities contributions; and

WHEREAS, Revenue Sharing is a competitive funding program and priority is given first to projects that have previously received Revenue Sharing funding and second to projects that meet a transportation need identified in the Statewide Transportation Plan (VTrans) or projects that will be accelerated in a locality's capital plan; and

WHEREAS, the three projects meet the Priority 2 criteria as they meet a transportation need identified in the Statewide Transportation Plan (VTrans) or will be accelerated in the City's Capital Improvement Program; and

WHEREAS, the Manassas City Council hereby supports this application through the Virginia Department of Transportation Fiscal Year 2029-30 Revenue Sharing Program.

NOW, THEREFORE, BE IT RESOLVED, that the Manassas City Council hereby commits to fund its local share of preliminary engineering, right-of-way, and construction of the project under agreement with the Virginia Department of Transportation in accordance with the project financial document.

BE IT FURTHER RESOLVED, that the Manassas City Council hereby grants authority for the City Manager or designee to execute project administration agreements for any approved revenue sharing projects.

_____
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 Council Agenda Item Report

Agenda Item No. 2.9
Submitted by: Chloe Delhomme
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-146: Application for NVTA FY2026-2031 Six-Year Program Update
(Staff: Chloe Delhomme, AICP, Senior Planner)

Suggested Action and/or Recommendation

Approve Resolution #R-2026-146

Suggested Motion

If approved as part of the Consent Agenda:

I move that the Consent Agenda be approved and the readings of the ordinances dispensed.

If removed from the Consent Agenda:

I move that Resolution #R-2026-146 be approved.

Item Type Resolutions
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-146
Drafter Chloe Delhomme
Meeting Date September 8, 2025

Advisory Board/Committee Review

City Council Work Session – June 16, 2025

Fiscal Impact

If the application is approved, regional funding of up to $30.3 million for this project will be included for City Council approval as part of the FY27 capital improvement program. Use of regional funds will offset the need to use local funds. A Memorandum of Understanding between the three localities (City of Manassas, City of Manassas Park, Prince William County) will need to be executed.

Executive Summary and Background Information

The City is submitting one joint application with the City of Manassas Park and Prince William County for funding through the NVTA FY 2026-2031 Six Year Program Update. City Council approval is required to complete the application for the following project that meets the program's funding criteria:

- Rail-With-Trail - 3-mile multi-jurisdictional trail adjacent to the Virginia Railway Express ("VRE") Manassas Line between Downtown Manassas and the Bull Run Trail in Fairfax County (Phase 1). This project is currently in the planning phase.

ATTACHMENTS

- R-2026-146 RES Application for NVTA FY2026-2031 Six-Year Program Update

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-146**

RE: APPLICATION FOR NORTHERN VIRGINIA TRANSPORTATION AUTHORITY'S FISCAL YEAR 2026-2031 SIX-YEAR PROGRAM UPDATE

WHEREAS, on April 3, 2013, the Virginia General Assembly and Governor approved House Bill (HB2313) establishing a dedicated, sustainable funding stream for transportation in Northern Virginia through the Northern Virginia Transportation Authority ("NVTA"); and

WHEREAS, HB2313 separated these funds into "70% Regional Revenue," which is allocated through a competitive application process by NVTA for regional transportation projects; and "30% Local Distribution Revenue", which is distributed to jurisdictions for local and eligible transportation objectives; and

WHEREAS, NVTA's Six-Year Program ("SYP") is used for the prioritization and allocation of 70% Regional Revenue and is informed by the long-range multi-modal transportation plan TransAction; and

WHEREAS, the Call for Regional Transportation Projects was authorized on April 10, 2025; and the application period was open from May 1, 2025, to August 1, 2025; and

WHEREAS, the City of Manassas partnered with the City of Manassas Park and Prince William County to submit one joint application for an allocation of funds of up to $30,265,994 through the NVTA FY2026-2031 SYP update; and

WHEREAS, these funds are requested to fund the design, right-of-way, and construction phases of the Rail-with-Trail project adjacent to the Manassas VRE Line from Downtown Manassas to Bull Run Trail in Fairfax County which aligns with NVTA's Core Values of Equity, Safety, and Sustainability; and

WHEREAS, this project is considered as Phase 1 of the overall project titled as "VRE Manassas Line Trail: Landmark to City of Manassas" in the Northern Virginia Transportation Authority's (NVTA) Long-Range Transportation Plan, known as TransAction (ID 439) and is located within the TransAction corridor segment "I-66/US 29/US 50/Orange Silver Line - Rt. 28 to I-495". The first phase of this multi-jurisdictional project will span across the City of Manassas, Prince William County, and the City of Manassas Park; and

NOW, THEREFORE, BE IT RESOLVED that Manassas City Council hereby supports this application for an allocation of funds of up to $30,265,994 through the NVTA FY2026-2031 SYP update.

BE IT FURTHER RESOLVED that the Manassas City Council hereby grants authority for the City Manager to execute project administration agreements for any approved projects.

_____
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 Council Agenda Item Report

Agenda Item No. 2.10
Submitted by: Matt Arcieri
Submitting Department: City Manager
Meeting Date: September 8, 2025

Item Title

Resolution #R-2025-913: Public Private Partnership Guideline Adoption
(Staff: Steve Burke, City Manager)

Suggested Action and/or Recommendation

Council is requested to consider adoption of the Public Private Partnership Guidelines pursuant to the Public-Private Education Faciltiies and Education Act of 2002.

Suggested Motion

I move Council adopt Resolution #R-2026-157 for the Public Private Partnership Guidelines as presented pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002

Item Type Resolutions
Submitting Department City Manager
Meeting Body City Council

Item ID 2026-157
Drafter Matt Arcieri
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

In development of the RFP for the redevelopment of the MIFCO and Olde Town Inn properties, staff recommend that the City consider adoption of the Public-Private Education Facilities and Infrastructure Act (PPEA), to provide developers with an additional opportunity to present building and infrastructure proposals to the City. Adoption of the PPEA Guidelines does not commit the City to pursue this type of development arrangement, but expands the offerings available for this and other development projects in the City.

This resolution repeals and replaces the guidelines adopted in June to correct technical errors.

ATTACHMENTS

- R-2026-157 RES PPEA Guideline Adoption
- ATTH01 PPEA Policy
- ATTH02 VA PPEA

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-157**

RE: A RESOLUTION TO ADOPT PUBLIC PRIVATE PARTNERSHIP GUIDELINES

WHEREAS, the General Assembly adopted the Public-Private Education Facilities and Infrastructure Act of 2002 to provide localities with legal authority to solicit and accept development proposals for a wide range of projects for public use; and

WHEREAS, the Public-Private Education Facilities and Infrastructure Act of 2002 requires that localities adopt Policy Guidelines for consideration and acceptance of these projects; and

WHEREAS, the City of Manassas desires to be able to consider and accept future public private partnership project proposals.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia, adopts the amended City of Manassas PPEA Policy Guidelines as presented.

BE IT FURTHER RESOLVED that the City of Manassas PPEA Policy Guidelines adopted by Resolution # R-2025-913 are repealed and superseded in their entirety.

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

ATTEST:

_____
Eric Smith City Clerk

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

Public-Private Education Facilities and Infrastructure Act

Of 2002, as amended, (PPEA) Policy Guidelines

City Manassas, Virginia

Policy Title: City of Manassas PPEA Policy Guidelines Effective Date: September 8, 2025

I. INTRODUCTION:

These Policy Guidelines ("policy", "Policy", "Guidelines", "guidelines", "policy guidelines", or "Policy Guidelines") sets forth the legal authority and responsibility for projects proposed pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (Va. Code §§ 56-575.1 to 56-575.18) ("PPEA"), and serves as the required guidelines as referenced in §56-575.1 of the PPEA. Terms used in this policy shall have the definitions set forth in Appendix C to this policy.

II. PURPOSE:

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1 to 56-575.18 (the "PPEA", or the "Act") grants the City of Manassas, Virginia (the "City"), a responsible public entity as defined in the Act, the authority to create public-private partnerships for the development of a wide range of projects for public use if the City determines there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. Individually negotiated comprehensive agreements between a private entity, as defined in the Act, and the City will define the respective rights and obligations of the City and the private entity. Although guidance with regard to the application of the PPEA is provided herein, it will be incumbent upon the City and all private entities to comply with the provisions of the PPEA as applicable and as may be amended. Further definition of terms is found in Appendix C.

III. GENERAL PROVISIONS:

A. Application.

1. In order for a project to come under the terms of the PPEA, it must meet the definition of a "qualifying project" as defined in the Act as meaning (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means, (viii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x)

any solid waste management facility as defined in Va Code § 10.1-1400 that produces electric energy derived from solid waste.

2. The Act establishes requirements that the City must adhere to when reviewing and approving proposals received pursuant to the PPEA. In addition, the Act specifies the criteria that must be used to select a proposal and the contents of the comprehensive agreement detailing the relationship between the City and the private entity. Any proposal received or solicited by the City pursuant to the PPEA will be reviewed in accordance with the provisions of the applicable Act and this policy as they may apply.

3. The City has adopted these policy guidelines to implement the PPEA by City of Manassas City Council resolution dated September 8, 2025. This policy applies to all procurements under the PPEA where the City is the "responsible public entity" or where the City is the "affected local jurisdiction" within the meaning of Va. Code § 56-575.1.

4. For purposes of this policy, unless otherwise indicated, "City Council" means the City Council of the City of Manassas, Virginia, as applicable, "City Manager" means the City Manager of the City of Manassas, Virginia, as applicable, and "City" means the City of Manassas. Virginia, or the City Council of the City of Manassas, Virginia, depending upon the context, and as applicable.

5. The City Manager, or if so decided by City Council, the City Council, are authorized to designate a working group to be responsible for evaluating proposals and negotiating the comprehensive agreement.

6. The individual designated by the City Manager to serve as the point of contact for implementation of procedures, to receive proposals submitted under the PPEA and to respond to inquiries regarding the PPEA or this adopted policy shall be the Purchasing Agent; or such other person as shall be designated in writing from time to time by the City Manager or the City Council.

7. This policy may only be revised by an amendment adopted by the City Council.

8. The City Council shall have overall responsibility and be the primary contact for implementation of this policy.

B. Effective Date.

Contracts entered into prior to passage of this policy shall continue to be governed by the policies and regulations of the City and Commonwealth of Virginia in effect at the time those contracts were executed.

C. Severability.

If any provision of this policy or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this policy which can be given effect without the invalid provision or application, and to this end the provisions of this policy are declared to be severable.

IV. PROPOSAL PROVISIONS:

A. Proposal Submissions in General.

1. A proposal under this Act may be either solicited by the City ("Solicited Bid/Proposal") or delivered by a private entity on an unsolicited basis ("Unsolicited Proposal"). In either case, any such proposal

shall be clearly identified as a “PPEA Proposal”. Proposers (“Proposer” or “Proposers”) may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein.

2. The requirements for any particular Solicited Bid/Proposal shall be as specified in the solicitation by the City for that particular proposal and shall be consistent with all applicable provisions of the PPEA.

3. The Act allows private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations.

4. Proposals should be prepared simply and economically, following the format provided herein and providing a concise description of the Proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the City. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the City of the financial feasibility of the proposed project. The City may, at any time, require the Proposer to provide additional information and clarification to the submission.

5. The City may require that any proposal be clarified. Such clarification may include, but is not limited to, submission of additional documentation, responses to specific questions, and interviews with potential project participants.

B. Affected Local Jurisdictions

1. The term “affected local jurisdiction” means any county, city or City in which all or a portion of a qualifying project is located.

2. Any private entity requesting approval from or submitting a conceptual or detailed proposal to the City must provide any other affected jurisdiction with a copy of the private entity's request or proposal by certified mail, express delivery or hand delivery within five (5) business days of submission of the proposal to the City. The private entity is responsible for documenting evidence of the delivery of the request for proposals to any other affected local jurisdiction and providing same to the City within five (5) business days of such delivery. Any affected jurisdiction shall have sixty (60) days from the receipt of the request or proposal to submit written comments to the City and to indicate whether the proposed qualifying project is compatible with the (i) jurisdiction's comprehensive plan, (ii) jurisdiction's infrastructure development plans, and (iii) jurisdiction’s capital improvements budget or (iv) other government spending plan. Comments received within the sixty (60)-day period shall be given consideration by the City, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The City may begin or continue its evaluation of any such proposal during the sixty (60)-day period for the receipt of comments from other affected local jurisdictions.

C. Proposal Review Fee

Unless otherwise specified by the City, for unsolicited proposals and unsolicited competing proposals, the City will require an initial processing fee with an additional proposal fee to be charged should the project proceed beyond the initial review as established by an uncodified ordinance enacted by the city council, as amended. The initial processing fee shall be submitted with the initial proposal or competing proposal. The City will refund any portion of fees paid in

excess of its direct costs which include, but are not limited to, all staff costs, and outside consultants, financial advisors, engineers and attorney's fees, associated with evaluating the proposal. In the event either the initial processing fee or the additional proposal fee is insufficient to cover all of the direct costs incurred by the City, the Proposer shall pay such additional direct costs incurred by the City in reviewing the proposal.

D. Freedom of Information Act

1. Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 to 2.2-3714 ("FOIA"). Except as provided by Va. Code § 2.2-3705.6 (11) of FOIA, such documents are subject to release by the City if requested by a third party, except to the extent that they relate to (i) confidential proprietary records, voluntarily provided by private business pursuant to a promise of confidentiality from the City, used by the public body for business, trade and tourism development or retention; and memoranda, working papers or other records related to businesses that are considering locating or expanding in Virginia, prepared by the City, where competition or bargaining is involved and where, if such records are made public, the financial interest of the City would be adversely affected.

2. Va. Code § 56-575.4 (G) of the PPEA imposes an obligation on the City and any affected jurisdiction to take appropriate action to protect confidential and proprietary information submitted by a private entity or operator pursuant to Va. Code § 2.2-3705.6 (11). When the private entity requests that the City not disclose information, the private entity must (i) invoke the exclusion when the data or materials are submitted to the City or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii) state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the City as to the anticipated scope of protection prior to submitting the proposal. The City is authorized and obligated to protect only confidential and proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential and proprietary by the Proposer without reasonably differentiating between the proprietary and non-proprietary information contained therein.

3. Upon receipt of a request that designated portions of a proposal be protected from disclosure as confidential and proprietary, the City shall determine whether such protection is appropriate under applicable law and, if appropriate, the scope of such appropriate protection, and shall communicate its determination to the Proposer. If the determination regarding protection or the scope thereof differs from the Proposer's request, then the City will accord the Proposer a reasonable opportunity to clarify and justify its request. Upon a final determination by the City to accord less protection than requested by the Proposer, the Proposer will be accorded an opportunity to withdraw its proposal. A proposal so withdrawn should be treated in the same manner as a proposal not accepted for publication and conceptual phase consideration as provided below.

E. Use of Public Funds

Virginia constitutional and statutory requirements and City ordinances and policies as they apply to appropriation and expenditure of public funds apply to any comprehensive agreement entered into under the Act. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

F. Posting of Proposals

Proposals (solicited or unsolicited) submitted in accordance with the requirements herein shall be posted by the City within ten (10) business days after acceptance such proposals by the City. Posting shall be on the City's website for a minimum of ten (10) calendar days, and by publication, in a newspaper of general circulation in the area in which the contract is to be performed with a summary of the proposal(s) and the location where copies of the proposal(s) are available for inspection. A copy of the proposal(s) may also be posted for public inspection on the Commonwealth of Virginia's Department of General Service's centralized electronic procurement website. Provided, however, trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of Va. Code § 2.2-3705.6 (11) shall not be required to be posted, except as otherwise agreed by the responsible public entity and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records

G. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the City to comply with all other applicable laws not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA.

V. SOLICITED PROPOSALS:

A. The City may solicit proposals from private entities to develop, acquire, design, construct, improve, renovate, expand, equip, maintain or operate qualifying projects or qualifying transportation facilities. The City may use a two-part process consisting of an initial conceptual phase and a detailed phase. The City will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the applicable Act.

B. The solicitation will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The solicitation will be posted in such public areas as are normally used for posting of the City's notices, including the City's website. The solicitation will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the City.

C. The requirements for any particular Bid/Proposal shall be as specified in the solicitation by the City for that particular proposal and shall be consistent with all applicable provisions of the PPEA and any other applicable law. All such solicitations shall be by issuance of a written Invitation to Bid ("ITB") or Request for Proposal ("RFP") within the meaning of "competitive sealed bidding" and "competitive negotiation" as used in the City of Manassas Procedures.

For Purchasing and Procurement Manual and the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 to 2.2-4377.

D. Any proposal submitted pursuant to the PPEA that is not received in response to the City's ITB or RFP shall be deemed an unsolicited proposal under this PPEA Policy, including but not limited to (a) proposals received in response to a notice of the prior receipt of another unsolicited proposal as provide for below in § IV "Unsolicited Proposals" below, and (b) proposals received in response to publicity by the City concerning particular needs when the City has not issued a corresponding ITB

or RFP, even if the County otherwise has encouraged the submission of proposals pursuant to the PPEA that address those needs.

VI. UNSOLICITED PROPOSALS:

A. The PPEA permits the City to receive and evaluate unsolicited proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate a qualifying project. The City may publicize its needs and may encourage or notify interested parties to submit proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of a solicitation, the proposal shall be treated as an unsolicited proposal.

B. Proposals should be prepared simply and economically, following the format provided herein and providing a concise description of the Proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the City. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the City of the financial feasibility of the proposed project. The City may, at any time, require the Proposer to provide additional information and clarification to the submission.

C. An unsolicited proposal must contain the information required in § VII. "PPEA Proposal Preparation and Submission (Solicited and Unsolicited)" as set forth below.

D. The City may require additional submissions to clarify information previously provided or to address other areas of concern to the City.

E. All unsolicited proposals shall be submitted to the City by delivering ten (10) complete copies. For unsolicited proposals and unsolicited competing proposals, the City will require an initial processing fee with an additional proposal fee to be charged should the project proceed beyond the initial review as established by an uncodified ordinance enacted by the city council, as amended. The initial processing fee shall be submitted with the initial proposal or competing proposal. The City will refund any portion of fees paid in excess of its direct costs which include, but are not limited to, all staff costs, and outside consultants, financial advisors, engineers and attorney's fees, associated with evaluating the proposal. In the event either the initial processing fee or the additional proposal fee is insufficient to cover all of the direct costs incurred by the City, the Proposer shall pay such additional direct costs incurred by the City in reviewing the proposal.

F. The City may engage the services of qualified professionals, which may include but not be limited to architects, professional engineers, certified public accountants, not otherwise employed by the City, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long-and short-term costs of any request by an private entity for approval of a qualifying project, and the City may apply the initial or any additional processing or proposal fee to the cost of the services of such qualified professionals, unless the City determines that such analysis of a request for approval of a qualifying project shall be performed by an employee of the City.

G. Upon receipt of any unsolicited proposal or group of proposals accompanied a payment of the required fee or fees by the Proposer or Proposers, the City will determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the City determines not to accept the proposal and not to proceed to publication and conceptual-phase consideration, it shall return the proposal, together with all fees and accompanying documentation, to the Proposer(s).

H. If the City chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice within ten (10) working days in a public area regularly used by the City for posting of public notices for a period of not less than forty-five (45) days. The City shall also publish the same notice in one or more newspapers or periodicals of general circulation in the City to notify any parties that may be interested in submitting competing unsolicited proposals. Interested parties shall have forty-five (45) days from the date the notice is published to submit competing unsolicited proposals. The notice shall state that the City (i) has received and accepted an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate a comprehensive agreement with the Proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the policy adopted by the City and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations.

I. One copy of accepted unsolicited proposal(s) shall be made available for public inspection in accordance with the provisions of § IV.E, above.

J. The City reserves the right to reject any and all proposals at any time. If the City rejects a proposal by a private entity that purports to develop specific cost savings, the City shall specify the basis for rejection.

VII. PPEA PROPOSAL PREPARATION AND SUBMISSION (UNSOLICITED AND SOLICITED:

A. Format for Submissions at the Conceptual Stage

The City will require that all proposals (both solicited and unsolicited) at the conceptual stage contain the following information in the following format plus such other information as the City may reasonably request to complete its review or to comply with the requirements of the PPEA:

1. Completion and inclusion of a Proposer's Certification which is found as Appendix A to this policy.

2. Qualifications and Experience

    a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.

    b. Describe the experience of the firm or consortium of firms making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties.

    c. Provide the names, prior experience, addresses, telephone numbers and email addresses of persons within the firm or consortium of firms who will be directly involved in the project or who may be contacted for further information.

    d. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.

    e. Identify any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the

project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100 *et seq.*) of Title 2.2 of the Code of Virginia.

3. Project Characteristics

   a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

   b. Identify and fully describe any work to be performed by the City or any other public entity.

   c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.

   d. Identify any anticipated adverse social, economic, environmental and transportation impacts of the project measured against the City's comprehensive land use plan and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project.

   e. Identify the projected positive social, economic, environmental and transportation impacts of the project measured against the City's comprehensive land use plan and applicable ordinances and design standards.

   f. Identify the proposed schedule for the work on the project, including sufficient time for the City's review and the estimated time for completion.

   g. Propose allocation of risk and liability, and assurances for timely completion of the project.

   h. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the City's use of the project.

   i. Provide information relative to phased openings of the proposed project.

4. Project Financing

   a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

   b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon any City's stated or adopted operational standards.

   c. Include a list and discussion of assumptions underlying all major elements of the plan.

   d. Identify the proposed risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.

   e. Identify any local, state or federal resources that the Proposer contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.

   f. Identify the need, if any, for the City to provide either its general obligation or moral obligation backing. The underlying assumptions should address this need and/or state that the credit would be via a "Service Agreement", for example. Any debt issuance should be expected to receive an investment grade rating from a nationally recognized statistical

rating agency. If the natural rating is not investment grade, the City may require the use of credit enhancements.

g. Outline what impact, if any, a drop-in interest rates would have on the ultimate annual project cost. Indicate if there is a method to refinance for cost savings or, conversely, if the firm is to receive the sole or primary benefit of this potential.

h. Outline the financial penalties, if any, that would result should the City wish to terminate a project early or restructure the cash flows for some reason of its own choosing. The firm should be specific on this point.

i. Provide a breakout of the fees to any underwriting firm(s) and the type of obligation the firm(s) are using with a financing component. Be specific as to tax-exempt, taxable, floating rate, fixed rate, etc.

5. Project Benefit and Compatibility

a. Identify who will benefit from the project, how they will benefit and how the project will benefit the City and the overall community.

b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction), for the project.

c. Explain the strategy and plans, including the anticipated timeline that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

d. Describe any anticipated significant benefits to the community and the City, including anticipated benefits to the economic, social, environmental, transportation, etc., condition of the City and whether the project is critical to attracting or maintaining competitive industries and businesses to the City.

e. Compatibility with the City's and/or affected jurisdiction's local comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvements plan and capital budget or other government spending plan.

6. Additional material and information as the City may reasonably request.

B. Format for Submissions at the Detailed Stage

If the City decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by the City:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project or facility.
2. A description of the qualifying project, including the conceptual design of such facility or facilities or a conceptual plan for the provision of services or technology infrastructure, and a schedule for the initiation of and completion of the qualifying project to include the proposed major responsibilities and timeline for activities to be performed by both the public and private entity;
3. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the Proposer to accommodate such crossings.

4. Information relating to the current plans for development of facilities to be used by a public entity that are similar to the qualifying project being proposed by the private entity, if any, of each affected jurisdiction.
5. A statement and strategy setting out the plans for securing all necessary property interests and/or easements required for the project. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the Proposer intends to request the City or affected jurisdiction to condemn.
6. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.
7. If relevant, information relating to the current plans for development of facilities or technology infrastructure to be used by the City that are similar to the qualifying project being proposed by the private entity, if any, of each affected local jurisdiction;
8. A list of all permits and approvals required for the qualifying project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;
9. A statement setting forth the private entity's general plans for financing the qualifying project including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on the behalf of the private entity;
10. A total life-cycle cost, including maintenance, specifying methodology and assumptions of the project or projects including major building systems (e.g., electrical, mechanical, etc.), and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using City adopted service levels and standards.
11. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments over the term of the interim or comprehensive agreement, and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time, and usage of the projects over the useful life of the projects.
12. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.
13. Demonstration of consistency with appropriate City and/or affected jurisdiction comprehensive plans (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvement plan and capital budget, or indication of the steps required for acceptance into such plans.
14. Explanation of how the proposed project would impact the City's or affected jurisdiction's (jurisdictions') development plans.
15. The names and addresses of the persons who may be contacted for further information concerning the request;
16. Identification of any known conflicts of interest or other factors that may impact the City's consideration of the proposal, including the identification of any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100 *et seq*.) of Title 2.2.
17. Additional material and information as the City may reasonably request.

VIII. PROPOSAL EVALUATION AND SELECTION CRITERIA:

A. Initial Review at the Conceptual Stage

1. Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the City for further review at the conceptual stage.

2. The City will determine at this initial stage of review whether it will proceed using:

   a. Standard “competitive sealed bidding” procurement procedures consistent with the VPPA; or

   b. Procedures developed by the City that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in Va. Code § 2.2-4301. The City may proceed using competitive negotiation procedures only if it makes a written determination that doing so is likely to be advantageous to the City and the public based upon either (1) the probable scope, complexity or urgency of need, or (2) the risk sharing, added value, increase in funding or economic benefit from the project would otherwise not be available.

3. After reviewing the original proposal(s) submitted during the appropriate notice period(s), the City may determine:

   a. not to proceed further with any proposal (solicited or unsolicited),

   b. to proceed to the detailed phase of review with the original unsolicited proposal,

   c. to proceed to the detailed phase with a competing unsolicited proposal, or

   d. to proceed to the detailed phase with one or more solicited or unsolicited proposals.

B. In evaluating any request for proposal, the City may rely upon internal staff reports or the advice of outside advisors or consultants. Some or all of the following items, along with the specified information required herein, shall be considered in the evaluation and selection of PPEA proposals. The City, however, reserves and retains the right to reject any request for proposal at any time for any reason whatsoever.

1. Qualifications and Experience

   Factors to be considered in either phase of the City’s review to determine whether the Proposer possesses the requisite qualifications and experience may include, but are not necessarily limited to:

   a. Experience with similar projects;

   b. Demonstration of ability to perform work;

   c. Leadership structure;

   d. Project manager's experience;

   e. Management approach;

   f. Financial condition; and

   g. Project ownership.

2. Project Characteristics

   Factors to be considered in determining the project characteristics may include, along with the specified information required herein, but are not necessarily limited to, the following:

   a. Project definition;
   b. Proposed project schedule;
   c. Operation of the project;
   d. Technology; technical feasibility;
   e. Conformity to State, City or affected jurisdiction laws, regulations, and standards
   f. Environmental impacts;
   g. Condemnation impacts;
   h. State and local permits; and
   i. Maintenance of the project.

3. Project Financing

   Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include, along with the specified information required herein, but are not necessarily limited to, the following:

   a. Cost and cost benefit to the City;
   b. Financing and the impact on the debt or debt burden of the City;
   c. Financial plan including default implications;
   d. Estimated cost; including debt source, operating costs, etc.; and
   e. Life-cycle cost analysis.

4. Project Benefit and Compatibility

   Factors to be considered in determining the proposed project's compatibility with the City's, affected jurisdiction's or regional comprehensive or development plans may include, along with the specified information required herein, but are not necessarily limited to, the following:

   a. Community benefits;
   b. Community support or opposition, or both;
   c. Public involvement strategy;
   d. Compatibility with existing and planned facilities;
   e. Compatibility with City, regional, and state economic development efforts; and
   f. Compatibility with the land use and/or transportation plans of the City and/or those of any affected jurisdiction.

IX. COMPREHENSIVE AND INTERIM AGREEMENTS:

A. At least thirty (30) days prior to entering into an interim or comprehensive agreement a public hearing must be held on the proposals. The City shall give notice of such hearing by posting on the City's website and in a newspaper of general circulation in the area where the contract is to be performed, a summary of the proposed agreements and the location where copies of the proposals and proposed agreement are available for public inspection. The Notice shall be provided at least ten (10) days prior to the date of the public hearing.

B. Prior to acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating the qualifying project, the selected Proposer shall enter into a Comprehensive Agreement with the City. Each contract shall define the rights and obligations of the City and the selected Proposer with regard to the project.

C. The terms of the Comprehensive Agreement shall be tailored to address the specifics of the project and shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project; in a form and amount satisfactory to the County and on a form provided by the City.

2. The review and approval of plans and specifications for the qualifying project by the City;

3. The rights of the City to inspect the qualifying project to ensure compliance with the contract;

4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. The monitoring of the practices of the operator by the City to ensure proper maintenance, safety, use and management of the qualifying project;

6. The terms under which the operator will reimburse the City for services provided;

7. The policy and procedures that will govern the rights and responsibilities of the City and the operator in the event that the contract is terminated or there is a material default by the operator including the conditions governing assumption of the duties and responsibilities of the operator by the City and the transfer or purchase of property or other interests of the operator by the City;

8. The terms under which the operator will file appropriate financial statements on a periodic basis.

9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;

    a. A copy of any service contract shall be filed with the City.

b. A schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.

c. Classifications according to reasonable categories for assessment of user fees may be made.

10. The terms and conditions under which the City will contribute financial resources, if any, for the qualifying project; and

11. Other requirements of the PPEA or provisions that the City determines serve the public purpose of the PPEA.

D. Prior to or in connection with the negotiation of the comprehensive agreement, the City may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. The scope of an interim agreement may include, but is not limited to:

1. Project planning and development;

2. Design and engineering;

3. Environmental analysis and mitigation;

4. Survey;

5. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;

6. Establishing a process and timing of the negotiation of the comprehensive agreement; and

7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

E. Once negotiations have concluded, the following shall occur:

1. The City shall make the proposed agreement available on the City's website and in the offices of the City Manager or the City's Finance Department for at least 10 business days prior to the public hearing to be held by the City.

2. At least thirty (30) days prior to entering into an interim or comprehensive agreement a public hearing must be held on the proposals. Such hearing may coincide with a regularly scheduled meeting of the City Council; comments may be submitted to the City at any time during the notice period and prior to the public hearing. After the public hearing and the end of the public comment period, no additional posting shall be required based on any public comment received.

3. The proposed agreement shall be posted in the following manner:

a. On the City's website.

b. In addition to the posting requirements, a copy of the proposals shall be made available for public inspection in the offices of the City Manager or City's Finance Department. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the

provisions of subdivision 11 of Va. Code §2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the City and the private entity.

c. Any studies and analyses considered by the City in its review of a proposal shall be disclosed at some point prior to the execution of an interim or comprehensive agreement.

d. Once an interim agreement or a comprehensive agreement has been entered into, the City shall make procurement records available for public inspection, upon request.

e. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents.

F. Any comprehensive agreement, interim agreement, and any amendments thereto shall first be approved by the City Council and then executed in writing by persons having the authority to do so. For a mixed project involving both public schools and other facilities, the City Council, Prince William County Board of County Supervisors and Manassas City School Board, may in their discretion, both enter into the same comprehensive agreement with the operator for the entire mixed project, with their respective responsibilities delineated in the agreement.

G. As required by Va. Code § 56-575.9.F., when the City enters into an agreement pursuant to the PPEA, a copy should be submitted to the Auditor of Public Accounts within 30 days thereafter at the following address:

Audit of Public Accounts

P.O. Box 1295

Richmond, VA 23218

The copy should be sent by certified-mail, return receipt requested, with a copy of the forwarding letter and return-receipt kept in the procurement file.

X. PROTESTS OF PPEA PROCUREMENTS:

The following are the exclusive procedures for contesting or challenging (protesting) (a) the terms or conditions of any solicitation of proposals by the City pursuant to the PPEA, (b) nonselection of a PPEA proposal for further consideration, and (c) the selection of any PPEA proposal for entry into an Interim and/or Comprehensive agreement or the entry into an Interim and/or Comprehensive agreement under the PPEA:

A. Any protest to any term or condition of a solicitation must be made in writing and delivered to the City Manager so it is received by the City Manager before proposals are due under the solicitation. Any protest not received in this manner shall be deemed to be waived.

B. A protest of a City decision not to select a PPEA proposal for further consideration may only be made by the entity who submitted the proposal at issue. A protest of a City decision to select a PPEA proposal for entry into an agreement or to enter into an agreement may only be made by an entity who submitted a proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the City's decision. Protests shall only be granted if (1) the protester has complied fully with this paragraph

X and there has been a violation of law, this policy, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

C. Any entity desiring to protest a City decision not to select a PPEA proposal for further consideration, to select a PPEA proposal for entry into an agreement, or to enter into an agreement shall submit the protest in writing and deliver it so that it is received by the City Manager not later than 10 business days after announcement of the decision. Any protest not received in this manner shall be deemed to be waived.

D. The City Manager shall issue a written decision on a protest within 10 days of its receipt by the City Manager.

E. If the protest is denied, the protester may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Circuit Court of Prince William County and serving the City with such suit within 10 days of such denial. Otherwise, the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

F. The exclusive relief allowed if a protest is granted is to void the decision being protested. Under no circumstances will any monetary relief be allowed.

G. Strictly following these procedures shall be a mandatory prerequisite for any challenge of any nature to a decision by the City relating to terms and conditions of a PPEA solicitation, non-selection of a PPEA proposal for further consideration, selection of a PPEA proposal, or entry into an interim and/or comprehensive agreement. A failure to follow all these procedures strictly shall constitute a waiver of any right to challenge judicially a City decision (a) as to terms or conditions in a PPEA solicitation, (b) not to select a PPEA proposal for further consideration, (c) to select a PPEA proposal, or (d) to enter into an interim and/or comprehensive agreement.

XI. NOTICE AND POSTING REQUIREMENTS:

See Appendix B for an outline of these requirements and the associated timelines.

APPENDIX A

Proposer's Certification

_____

Proposer's Name

_____

Proposer's Address

_____

Proposer's Telephone No

_____

Proposer's Facsimile No

_____

Proposer's E-mail Address

_____

Proposer's or Proposer's Contractor's Virginia Class A General Contractor's License Number

_____

Proposer's or Proposer's Architects and Engineers Virginia Registration Numbers

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the Proposer whose name appears above, that I am a principal of the Proposer, that the Proposer hereby agrees to all of the terms and conditions in the City of Manassas PPEA Policy, as amended, that neither the Proposer nor any member of its team or their principals is currently suspended or debarred from public contracting by any federal, state or local government entity, that I have taken reasonable steps to ascertain the accuracy of all the information contained in this proposal and this certification, and that the information in this proposal and certification is accurate to the best of my knowledge or information and belief.

_____

Signature

_____

Printed/Typed Name

_____

Title (Principal of Proposer)

Commonwealth of Virginia :

: to wit

County/City of _____ :

On _____, (same name as above) appeared before me, and after satisfying me of his/her identity and after being placed under oath, swore to the truthfulness of the above statement.

_____
Notary Public

My commission expires: _____

(If applicable) the Proposer acknowledges receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

APPENDIX B

NOTICE AND POSTING REQUIREMENTS

Requirement	Responsible Party	Unsolicited	Solicited
Provide any affected jurisdiction with a copy of proposal within five (5) business days of proposal to City	Private Entity		
Any affected jurisdiction shall have sixty (60) days from receipt of proposal to provide comments to the City	Other affected jurisdictions		
City may begin or continue evaluation during the sixty (60) day review period	City		
Post proposals within ten (10) business days of acceptance	City		
Posting shall continue for ten (10) business days	City		
Posting shall continue for not less than forty-five (45) days	City		
Competing Proposals may be submitted within the forty-five (45) day posting window	Private Entities		
Provide ten (10) day notice of public hearing required for entering into agreement	City		
Public hearing must be held at least thirty (30) days prior to entering into a comprehensive or interim agreement	City		

Summary:

Acceptance of unsolicited proposals will generally require a minimum of 150 days from receipt of proposal to signature of interim or comprehensive agreement. This estimate does ***not*** include time required for review and evaluation of proposals.

Solicited proposals will generally require a minimum of 60 days from date of issuance of RFP to signature of interim or comprehensive agreement. This estimate does ***not*** include time required for creation of RFP, posting and distribution of RFP, receipt of proposals, review and evaluation of proposals.

APPENDIX C

Terms and Definitions

"Act" means the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, Va. Code §§ 56-575.1 to 56-575.18.

"Affected jurisdiction" means any county, town, or City in which all or a portion of a qualifying project is located.

"Appropriating body" means the body responsible for appropriating or authorizing funding to pay for a qualifying project.

"Comprehensive agreement" means the comprehensive agreement between the private entity and the responsible public entity that is required prior to the development or operation of a qualifying project.

"Conceptual stage" means the initial phase of project evaluation when the public entity makes a determination whether the proposed project serves a public purpose, meets the criteria for a qualifying project, assesses the qualifications and experience of a private entity Proposer, reviews the project for financial feasibility, and warrants further pursuit.

"Cost-benefit analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, a city manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.

"Detailed stage" means the second phase of project evaluation where the public entity has completed the conceptual stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or comprehensive agreement.

"Develop" or **"development"** means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

"Lifecycle cost analysis" means an analysis that calculates cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered. Public-Private Education Facilities and Infrastructure Act of 2002, as amended, **Commonwealth of Virginia Procedures Revised**

"Material default" means any default by the private entity in the performance of its duties that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Opportunity cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.

“PPEA” means the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, Va. Code §§ 56-575.1 to 56-575.18.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, town or City and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land of a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; or (viii) any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to §56-575.5. Public-Private Education Facilities and Infrastructure Act of 2002, as amended Commonwealth of Virginia Procedures Revised January 17, 2008 -30-

“Service payments” means payments to the private entity of a qualifying project pursuant to a service contract.

“State” means the Commonwealth of Virginia.

“City” means the City of Manassas, Virginia, a municipal corporation and body politic.

“City Council” means the City Council of the City of Manassas, Virginia.

“City Manager” means the City Manager of the City of Manassas, Virginia.

“User fees” " mean the rates, fees, or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to Va. Code § 56-575.9.

The Public-Private Education Facilities and Infrastructure Act of 2002

§ 56-575.1. Definitions

As used in this chapter, unless the context requires a different meaning:

"Affected jurisdiction" means any county, city or town in which all or a portion of a qualifying project is located.

"Appropriating body" means the body responsible for appropriating or authorizing funding to pay for a qualifying project.

"Commission" means the State Corporation Commission.

"Comprehensive agreement" means the comprehensive agreement between the private entity and the responsible public entity required by § 56-575.9.

"Develop" or "development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

"Material default" means any default by the private entity in the performance of its duties under subsection E of § 56-575.8 that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, non-profit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by

a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means, (viii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x) any solid waste management facility as defined in § 10.1-1400 that produces electric energy derived from solid waste.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to § 56-575.5.

"Service payments" means payments to the private entity of a qualifying project pursuant to a service contract.

"State" means the Commonwealth of Virginia.

"User fees" mean the rates, fees or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to § 56-575.9.

2002, c. 571;2003, c. 1034;2005, cc. 618, 865;2007, cc. 649, 764;2008, cc. 273, 731;2009, cc. 754, 762.

§ 56-575.2. Declaration of public purpose

A. The General Assembly finds that:

1. There is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of education facilities, technology infrastructure and other public infrastructure and government facilities within the Commonwealth that serve a public need and purpose;

2. Such public need may not be wholly satisfied by existing methods of procurement in which qualifying projects are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented, or installed;

3. There are inadequate resources to develop new education facilities, technology infrastructure and other public infrastructure and government facilities for the benefit of citizens of the Commonwealth, and there is demonstrated evidence that public-private partnerships can meet these needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public;

4. Financial incentives exist under state and federal tax provisions that promote public entities to enter into partnerships with private entities to develop qualifying projects;

5. Authorizing private entities to develop or operate one or more qualifying projects may result in the availability of such projects to the public in a more timely or less costly fashion, thereby serving the public safety, benefit, and welfare.

B. An action under § 56-575.4 shall serve the public purpose of this chapter if such action facilitates the timely development or operation of qualifying projects.

C. It is the intent of this chapter, among other things, to encourage investment in the Commonwealth by private entities and facilitate the bond financing provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 or other similar financing mechanisms, private capital and other funding sources that support the development or operation of qualifying projects, to the end that financing for qualifying projects be expanded and accelerated to improve and add to the convenience of the public, and such that public and private entities may have the greatest possible flexibility in contracting with each other for the provision of the public services that are the subject of this chapter.

D. This chapter shall be liberally construed in conformity with the purposes hereof.

2002, c. 571;2003, c. 1034;2005, c. 865.

§ 56-575.3. Prerequisite for operation of a qualifying project

A. Any private entity seeking authorization under this chapter to develop or operate a qualifying project shall first obtain approval of the responsible public entity under § 56-575.4. Such private entity may initiate the approval process by requesting approval pursuant to subsection A of § 56-575.4 or the responsible public entity may request proposals or invite bids pursuant to subsection B of § 56-575.4.

B. Any facility, building, infrastructure or improvement included in a proposal as a part of a qualifying project shall be identified specifically or conceptually.

C. Upon receipt by the responsible public entity of a proposal submitted by a private entity initiating the approval process pursuant to subsection A of § 56-575.4, the responsible public entity shall determine whether to accept such proposal for consideration in accordance with § 56-575.16. If the responsible public entity determines not to accept for consideration the proposal submitted by the private entity pursuant to subsection A of § 56-575.4, it shall return the proposal, together with all fees and accompanying documentation, to the private entity.

D. The responsible public entity may reject any proposal initiated by a private entity pursuant to subsection A of § 56-575.4 at any time. If the responsible public entity rejects a proposal initiated by a private entity that purports to develop specific cost savings, the public entity shall specify the basis for the rejection.

2002, c. 571;2003, cc. 292, 1034;2005, c. 865;2011, c. 308.

§ 56-575.3:1. Adoption of guidelines by responsible public entities

A. A responsible public entity shall, prior to requesting or considering a proposal for a qualifying project, adopt and make publicly available guidelines that are sufficient to enable the responsible public entity to comply with this chapter. Such guidelines shall be reasonable, encourage

competition, and guide the selection of projects under the purview of the responsible public entity.

B. For a responsible public entity that is an agency or institution of the Commonwealth, the guidelines shall include, but not be limited to:

1. Opportunities for competition through public notice and availability of representatives of the responsible public entity to meet with private entities considering a proposal;

2. Reasonable criteria for choosing among competing proposals;

3. Suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement;

4. Authorization for accelerated selection and review and documentation timelines for proposals involving a qualifying project that the responsible public entity deems a priority;

5. Financial review and analysis procedures that shall include, at a minimum, a cost-benefit analysis, an assessment of opportunity cost, and consideration of the results of all studies and analyses related to the proposed qualifying project. These procedures shall also include requirements for the disclosure of such analysis to the appropriating body for review prior to execution of an interim or comprehensive agreement;

6. Consideration of the nonfinancial benefits of a proposed qualifying project;

7. A mechanism for the appropriating body to review a proposed interim or comprehensive agreement prior to execution, which shall be in compliance with applicable law and the provisions of subsection I of § 56-575.4 pertaining to the approval of qualifying projects;

8. Establishment of criteria for (i) the creation of and the responsibilities of a public-private partnership oversight committee with members representing the responsible public entity and the appropriating body or (ii) compliance with the requirements of Chapter 42 (§ 30-278 et seq.) of Title 30. Such criteria shall include the scope, costs, and duration of the qualifying project, as well as whether the project involves or impacts multiple public entities. The oversight committee, if formed, shall be an advisory committee to review the terms of any proposed interim or comprehensive agreement;

9. Analysis of the adequacy of the information released when seeking competing proposals and providing for the enhancement of that information, if deemed necessary, to encourage competition pursuant to subsection G of § 56-575.4;

10. Establishment of criteria, key decision points, and approvals required to ensure that the responsible public entity considers the extent of competition before selecting proposals and negotiating an interim or comprehensive agreement; and

11. The posting and publishing of public notice of a private entity's request for approval of a qualifying project, including (i) specific information and documentation to be released regarding the nature, timing, and scope of the qualifying project pursuant to subsection A of § 56-575.4;(ii) a reasonable time period as determined by the responsible public entity to encourage competition and public-private partnerships in accordance with the goals of this chapter, such reasonable period not to be less than 45 days, during which time the responsible public entity shall receive competing proposals pursuant to subsection A of § 56-575.4;and (iii) a requirement

for advertising the public notice in the Virginia Business Opportunities publication and posting a notice on the Commonwealth's electronic procurement website shall be included.

C. For a responsible public entity that is not an agency or institution of the Commonwealth the guidelines may include the provisions set forth in subsection B in the discretion of such public entity. However, the guidelines of a responsible public entity that is not an agency or institution of the Commonwealth shall include:

1. A requirement that it engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the responsible public entity, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the governing body of the responsible public entity determines that such analysis of a request by a private entity for approval of a qualifying project shall be performed by employees of the responsible public entity; and

2. A mechanism for the appropriating body to review a proposed interim or comprehensive agreement prior to execution.

2005, c. 865;2007, c. 764.

§ 56-575.4. Approval of qualifying projects by the responsible public entity

A. A private entity may request approval of a qualifying project by the responsible public entity. Any such request shall be accompanied by the following material and information unless waived by the responsible public entity:

1. A topographic map (1:2,000 or other appropriate scale) indicating the location of the qualifying project;

2. A description of the qualifying project, including the conceptual design of such facility or facilities or a conceptual plan for the provision of services or technology infrastructure, and a schedule for the initiation of and completion of the qualifying project to include the proposed major responsibilities and timeline for activities to be performed by both the public and private entity;

3. A statement setting forth the method by which the private entity proposes to secure necessary property interests required for the qualifying project;

4. Information relating to the current plans for development of facilities or technology infrastructure to be used by a public entity that are similar to the qualifying project being proposed by the private entity, if any, of each affected local jurisdiction;

5. A list of all permits and approvals required for the qualifying project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;

6. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings;

7. A statement setting forth the private entity's general plans for financing the qualifying project including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on the behalf of the private entity;

8. The names and addresses of the persons who may be contacted for further information

concerning the request;

9. User fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to § 56-575.9 or 56-575.9:1 and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time; and

10. Such additional material and information as the responsible public entity may reasonably request.

B. The responsible public entity may request proposals or invite bids from private entities for the development or operation of qualifying projects.

C. The responsible public entity may grant approval of the development or operation of the education facility, technology infrastructure or other public infrastructure or government facility needed by a public entity as a qualifying project, or the design or equipping of a qualifying project so developed or operated, if the responsible public entity determines that the project serves the public purpose of this chapter. The responsible public entity may determine that the development or operation of the qualifying project as a qualifying project serves such public purpose if:

1. There is a public need for or benefit derived from the qualifying project of the type the private entity proposes as a qualifying project;

2. The estimated cost of the qualifying project is reasonable in relation to similar facilities; and

3. The private entity's plans will result in the timely development or operation of the qualifying project.

In evaluating any request, the responsible public entity may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of outside advisors or consultants having relevant experience.

D. The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing and evaluating the request, including without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisors or consultants.

E. The approval of the responsible public entity shall be subject to the private entity's entering into an interim or comprehensive agreement pursuant to § 56-575.9 with the responsible public entity.

F. In connection with its approval of the qualifying project, the responsible public entity shall establish a date for the commencement of activities related to the qualifying project. The responsible public entity may extend such date from time to time.

G. The responsible public entity shall take appropriate action to protect confidential and proprietary information provided by the private entity pursuant to an agreement under subdivision 11 of § 2.2-3705.6.

H. Nothing in this chapter or in an interim or comprehensive agreement entered into pursuant to this chapter shall be deemed to enlarge, diminish or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the Commonwealth.

I. Prior to entering into the negotiation of an interim or comprehensive agreement, each responsible public entity that is an agency or institution of the Commonwealth shall submit copies of detailed proposals to the Public-Private Partnership Advisory Commission as provided by Chapter 42 (§ 30-278 et seq.) of Title 30.

J. Any proposed comprehensive agreement for a qualifying project where the responsible public entity is an agency or institution of the Commonwealth that (i) creates state tax-supported debt, (ii) requires a level of appropriation significantly beyond the appropriation received by the responsible public entity in the most recent appropriation act, or (iii) significantly alters the Commonwealth's discretion to change the level of services or the funding for such services over time, shall be reviewed by the appropriating body prior to execution.

2002, c. 571;2003, c. 1034;2004, c. 690;2005, c. 865;2007, c. 764.

§ 56-575.5. Service contracts

In addition to any authority otherwise conferred by law, any public entity may contract with a private entity for the delivery of services to be provided as part of a qualifying project in exchange for such service payments and other consideration as such public entity may deem appropriate.

2002, c. 571;2005, c. 865.

§ 56-575.6. Affected local jurisdictions

A. Any private entity requesting approval from, or submitting a proposal to, a responsible public entity under § 56-575.4 shall notify each affected local jurisdiction by furnishing a copy of its request or proposal to each affected local jurisdiction.

B. Each affected local jurisdiction that is not a responsible public entity for the respective qualifying project shall, within sixty days after receiving such notice, submit any comments it may have in writing on the proposed qualifying project to the responsible public entity and indicate whether the facility is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan. Such comments shall be given consideration by the responsible public entity prior to entering a comprehensive agreement pursuant to § 56-575.9 with a private entity.

2002, c. 571.

§ 56-575.7. Dedication of public property

Any public entity may dedicate any property interest, including land, improvements, and tangible personal property, that it has for public use in a qualifying project if it finds that so doing will serve the public purpose of this chapter by minimizing the cost of a qualifying project to the public entity or reducing the delivery time of a qualifying project. In connection with such dedication, a public entity may convey any property interest that it has, subject to the conditions imposed by general law governing such conveyances, to the private entity subject to the provisions of this chapter, for such consideration as such public entity may determine. The aforementioned consideration may include, without limitation, the agreement of the private entity to develop or operate the qualifying project. The property interests that the public entity may convey to the private entity in connection with a dedication under this section may include licenses, franchises, easements, or any other right or interest the public entity deems appropriate.

2002, c. 571;2005, c. 865.

§ 56-575.8. Powers and duties of the private entity

A. The private entity shall have all power allowed by law generally to a private entity having the same form of organization as the private entity and shall have the power to develop or operate the qualifying project and collect lease payments, impose user fees or enter into service contracts in connection with the use thereof.

B. The private entity may own, lease or acquire any other right to use or operate the qualifying project.

C. Any financing of the qualifying project may be in such amounts and upon such terms and conditions as may be determined by the private entity. Without limiting the generality of the foregoing, the private entity may issue debt, equity or other securities or obligations, enter into sale and leaseback transactions and secure any financing with a pledge of, security interest in, or lien on, any or all of its property, including all of its property interests in the qualifying project.

D. In operating the qualifying project, the private entity may:

1. Make classifications according to reasonable categories for assessment of user fees; and

2. With the consent of the responsible public entity, make and enforce reasonable rules to the same extent that the responsible public entity may make and enforce rules with respect to similar facilities.

E. The private entity shall:

1. Develop or operate the qualifying project in a manner that is acceptable to the responsible public entity, all in accordance with the provisions of the interim or comprehensive agreement pursuant to § 56-575.9 or 56-575.9:1;

2. Keep the qualifying project open for use by the members of the public at all times, or as appropriate based upon the use of the facility, after its initial opening upon payment of the applicable user fees, lease payments, or service payments; provided that the qualifying project may be temporarily closed because of emergencies or, with the consent of the responsible public entity, to protect the safety of the public or for reasonable construction or maintenance activities. In the event that a qualifying project is technology infrastructure, access may be limited as determined by the conditions of the interim or comprehensive agreement;

3. Maintain, or provide by contract for the maintenance or upgrade of the qualifying project, if required by the interim or comprehensive agreement;

4. Cooperate with the responsible public entity in making best efforts to establish any interconnection with the qualifying project requested by the responsible public entity; and

5. Comply with the provisions of the interim or comprehensive agreement and any lease or service contract.

F. Nothing shall prohibit an private entity of a qualifying project from providing additional services for the qualifying project to public or private entities other than the responsible public entity so long as the provision of additional service does not impair the private entity's ability to meet its commitments to the responsible public entity pursuant to the interim or comprehensive

agreement as provided for in § 56-575.9 or 56-575.9:1.

2002, c. 571;2003, c. 1034;2005, c. 865.

§ 56-575.9. Comprehensive agreement

A. Prior to developing or operating the qualifying project, the private entity shall enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement shall provide for:

1. Delivery of maintenance, performance and payment bonds, letters of credit in connection with the development or operation of the qualifying project, in the forms and amounts satisfactory to the responsible public entity and in compliance with § 2.2-4337 for those components of the qualifying project that involve construction;

2. Review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to standards acceptable to the responsible public entity. This shall not be construed as requiring the private entity to complete design of a qualifying project prior to the execution of a comprehensive agreement;

3. Inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are acceptable to the responsible public entity in accordance with the provisions of the comprehensive agreement;

4. Maintenance of a policy or policies of public liability insurance (copies of which shall be filed with the responsible public entity accompanied by proofs of coverage) or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. Monitoring of the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

6. Reimbursement to be paid to the responsible public entity for services provided by the responsible public entity;

7. Filing of appropriate financial statements on a periodic basis; and

8. Policies and procedures governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity. Such policies and guidelines shall include conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity.

B. The comprehensive agreement shall provide for such user fees, lease payments, or service payments as may be established from time to time by agreement of the parties. A copy of any service contract shall be filed with the responsible public entity. In negotiating user fees under this section, the parties shall establish payments or fees that are the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project. The execution of the comprehensive agreement or any amendment thereto shall constitute conclusive evidence that the user fees, lease payments, or service payments provided for comply

with this chapter. User fees or lease payments established in the comprehensive agreement as a source of revenues may be in addition to, or in lieu of, service payments.

C. In the comprehensive agreement, the responsible public entity may agree to make grants or loans to the private entity from time to time from amounts received from the federal, state, or local government or any agency or instrumentality thereof.

D. The comprehensive agreement shall incorporate the duties of the private entity under this chapter and may contain such other terms and conditions that the responsible public entity determines serve the public purpose of this chapter. Without limitation, the comprehensive agreement may contain provisions under which the responsible public entity agrees to provide notice of default and cure rights for the benefit of the private entity and the persons specified therein as providing financing for the qualifying project. The comprehensive agreement may contain such other lawful terms and conditions to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays or provisions providing for a loan of public funds to the private entity to develop or operate one or more qualifying projects. The comprehensive agreement may also contain provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to such affected local jurisdiction for public use.

E. Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

F. When a responsible public entity that is not an agency or authority of the Commonwealth enters into a comprehensive agreement pursuant to this chapter, it shall within 30 days thereafter submit a copy of the comprehensive agreement to the Auditor of Public Accounts.

G. The comprehensive agreement may provide for the development or operation of phases or segments of the qualifying project.

2002, c. 571;2003, c. 1034;2004, c. 986;2005, c. 865.

§ 56-575.9:1. Interim agreement

Prior to or in connection with the negotiation of the comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. Such interim agreement may (i) permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities; (ii) establish the process and timing of the negotiation of the comprehensive agreement; and (iii) contain any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate.

2005, c. 865.

§ 56-575.10. Federal, state and local assistance

A. Any financing of a qualifying facility may be in such amounts and upon such terms and

conditions as may be determined by the parties to the interim or comprehensive agreement. Without limiting the generality of the terms and conditions of the financing, the private entity and the responsible public entity may propose to utilize any and all funding resources that may be available to them and may, to the fullest extent permitted by applicable law, issue debt, equity, or other securities or obligations, enter into leases, access any designated trust funds, borrow or accept grants from any state infrastructure bank, and secure any financing with a pledge of, security interest in, or lien on, any or all of its property, including all of its property interests in the qualifying facility.

B. The responsible public entity may take any action to obtain federal, state, or local assistance for a qualifying project that serves the public purpose of this chapter and may enter into any contracts required to receive such assistance. If the responsible public entity is a state agency, any funds received from the state or federal government or any agency or instrumentality thereof shall be subject to appropriation by the General Assembly. The responsible public entity may determine that it serves the public purpose of this chapter for all or any portion of the costs of a qualifying project to be paid, directly or indirectly, from the proceeds of a grant or loan made by the local, state, or federal government or any agency or instrumentality thereof.

2002, c. 571;2005, c. 865.

§ 56-575.11. Material default; remedies

A. In the event of a material default by the private entity, the responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title and interest in such qualifying project, subject to any liens on revenues previously granted by the private entity to any person providing financing thereof.

B. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has provided financing for the qualifying project, and the private entity, to the extent of its capital investment, may participate in the condemnation proceedings with the standing of a property owner.

C. The responsible public entity may terminate, with cause, the interim or comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity.

D. The responsible public entity may make or cause to be made any appropriate claims under the maintenance, performance, or payment bonds; or lines of credit required by subsection A 1 of § 56-575.9.

E. In the event the responsible public entity elects to take over a qualifying project pursuant to subsection A, the responsible public entity may develop or operate the qualifying project, impose user fees, impose and collect lease payments for the use thereof and comply with any service contracts as if it were the private entity. Any revenues that are subject to a lien shall be collected for the benefit of and paid to secured parties, as their interests may appear, to the extent necessary to satisfy the private entity's obligations to secured parties, including the maintenance of reserves. Such liens shall be correspondingly reduced and, when paid off, released. Before any payments to, or for the benefit of, secured parties, the responsible public entity may use revenues to pay current operation and maintenance costs of the qualifying project, including

compensation to the responsible public entity for its services in operating and maintaining the qualifying project. The right to receive such payment, if any, shall be considered just compensation for the qualifying project. The full faith and credit of the responsible public entity shall not be pledged to secure any financing of the private entity by the election to take over the qualifying project. Assumption of operation of the qualifying project shall not obligate the responsible public entity to pay any obligation of the private entity from sources other than revenues.

2002, c. 571;2003, c. 1034;2005, c. 865.

§ 56-575.12. Condemnation

At the request of the private entity, the responsible public entity may exercise any power of condemnation that it has under law for the purpose of acquiring any lands or estates or interests therein to the extent that the responsible public entity finds that such action serves the public purpose of this chapter. Any amounts to be paid in any such condemnation proceeding shall be paid by the private entity.

2002, c. 571;2005, c. 865.

§ 56-575.13. Utility crossing

The private entity and each public service company, public utility, railroad, and cable television provider, whose facilities are to be crossed or affected shall cooperate fully with the other entity in planning and arranging the manner of the crossing or relocation of the facilities. Any such entity possessing the power of condemnation is hereby expressly granted such powers in connection with the moving or relocation of facilities to be crossed by the qualifying project or that must be relocated to the extent that such moving or relocation is made necessary or desirable by construction of, renovation to, or improvements to the qualifying project, which shall be construed to include construction of, renovation to, or improvements to temporary facilities for the purpose of providing service during the period of construction or improvement. Any amount to be paid for such crossing, construction, moving or relocating of facilities shall be paid for by the private entity. Should the private entity and any such public service company, public utility, railroad, and cable television provider not be able to agree upon a plan for the crossing or relocation, the Commission may determine the manner in which the crossing or relocation is to be accomplished and any damages due arising out of the crossing or relocation. The Commission may employ expert engineers who shall examine the location and plans for such crossing or relocation, hear any objections and consider modifications, and make a recommendation to the Commission. In such a case, the cost of the experts is to be borne by the private entity. Such determination shall be made by the Commission within ninety days of notification by the private entity that the qualifying project will cross utilities subject to the Commission's jurisdiction.

2002, c. 571;2005, c. 865.

§ 56-575.14. Police powers; violations of law

All police officers of the Commonwealth and of each affected local jurisdiction shall have the same powers and jurisdiction within the limits of such qualifying project as they have in their respective areas of jurisdiction and such police officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

2002, c. 571.

§ 56-575.15. Sovereign immunity

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign immunity of the Commonwealth, any responsible public entity or any affected local jurisdiction or any officer or employee thereof with respect to the participation in, or approval of all or any part of the qualifying project or its operation, including but not limited to interconnection of the qualifying project with any other infrastructure or project. Counties, cities and towns in which a qualifying project is located shall possess sovereign immunity with respect to its design, construction, and operation.

2002, c. 571.

§ 56-575.16. Procurement

The Virginia Public Procurement Act (§ 2.2-4300 et seq.) and any interpretations, regulations, or guidelines of the Division of Engineering and Buildings of the Department of General Services or the Virginia Information Technologies Agency, including the Capital Outlay Manual and those interpretations, regulations or guidelines developed pursuant to §§ 2.2-1131, 2.2-1132, 2.2-1133, 2.2-1149, and 2.2-1502, except those developed by the Division or the Virginia Information Technologies Agency in accordance with this chapter when the Commonwealth is the responsible public entity, shall not apply to this chapter. However, a responsible public entity may enter into a comprehensive agreement only in accordance with guidelines adopted by it as follows:

1. A responsible public entity may enter into a comprehensive agreement in accordance with guidelines adopted by it that are consistent with procurement through competitive sealed bidding as set forth in § 2.2-4302.1 and subsection B of § 2.2-4310.

2. A responsible public entity may enter into a comprehensive agreement in accordance with guidelines adopted by it that are consistent with the procurement of "other than professional services" through competitive negotiation as set forth in § 2.2-4302.2 and subsection B of § 2.2-4310. Such responsible public entity shall not be required to select the proposal with the lowest price offer, but may consider price as one factor in evaluating the proposals received. Other factors that may be considered include (i) the proposed cost of the qualifying facility; (ii) the general reputation, industry experience, and financial capacity of the private entity; (iii) the proposed design of the qualifying project; (iv) the eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines; (v) local citizen and government comments; (vi) benefits to the public; (vii) the private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan; (viii) the private entity's plans to employ local contractors and residents; and (ix) other criteria that the responsible public entity deems appropriate.

A responsible public entity shall proceed in accordance with the guidelines adopted by it pursuant to subdivision 1 unless it determines that proceeding in accordance with the guidelines adopted by it pursuant to this subdivision is likely to be advantageous to the responsible public entity and the public, based on (i) the probable scope, complexity, or priority of the project; (ii) risk sharing including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the private entity; or (iii) an increase in funding, dedicated revenue source or other economic benefit that would not otherwise be available. When the responsible public entity determines to proceed according to the guidelines adopted by it pursuant to this subdivision, it shall state the reasons for its determination in writing. If a state agency is the

responsible public entity, the approval of the responsible Governor's Secretary, or the Governor, shall be required before the responsible public entity may enter into a comprehensive agreement pursuant to this subdivision.

3. Nothing in this chapter shall authorize or require that a responsible public entity obtain professional services through any process except in accordance with guidelines adopted by it that are consistent with the procurement of "professional services" through competitive negotiation as set forth in § 2.2-4302.2 and subsection B of § 2.2-4310.

4. A responsible public entity shall not proceed to consider any request by a private entity for approval of a qualifying project until the responsible public entity has adopted and made publicly available guidelines pursuant to § 56-575.3:1 that are sufficient to enable the responsible public entity to comply with this chapter.

5. A responsible public entity that is a school board or a county, city, or town may enter into an interim or comprehensive agreement under this chapter only with the approval of the local governing body.

2002, c. 571;2003, cc. 292, 968, 1034;2004, c. 986;2005, c. 865;2006, c. 936;2007, c. 764;2013, c. 583.

§ 56-575.17. Posting of conceptual proposals; public comment; public access to procurement records

A. Conceptual proposals submitted in accordance with subsection A or B of § 56-575.4 to a responsible public entity shall be posted by the responsible public entity within 10 working days after acceptance of such proposals as follows:

1. For responsible public entities that are state agencies, authorities, departments, institutions, and other units of state government, posting shall be on the Department of General Services' centralized electronic procurement website; and

2. For responsible public entities that are local bodies, posting shall be on the responsible public entity's website or on the Department of General Services' central electronic procurement website. In addition, such public bodies may publish in a newspaper of general circulation in the area in which the contract is to be performed a summary of the proposals and the location where copies of the proposals are available for public inspection. Such local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Nothing in this section shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the responsible public entity so as to provide maximum notice to the public of the opportunity to inspect the proposals. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the responsible public entity and the private entity.

B. The responsible public entity shall hold a public hearing on the proposals during the proposal review process, but not later than 30 days prior to entering into an interim or comprehensive agreement.

C. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete, but before an interim agreement or a comprehensive agreement is entered into, a responsible public entity shall make available the proposed agreement in a manner provided in subsection A.

D. Once an interim agreement or a comprehensive agreement has been entered into, a responsible public entity shall make procurement records available for public inspection, upon request. For the purposes of this subsection, procurement records shall not be interpreted to include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

E. Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

F. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

G. The provisions of this section shall apply to accepted proposals regardless of whether the process of bargaining will result in an interim or a comprehensive agreement.

2006, c. 936;2008, c. 667;2009, c. 762;2011, c. 332.

§ 56-575.17:1. Contributions and gifts; prohibition during approval process

A. No private entity that has submitted a bid or proposal to a public entity that is an executive branch agency directly responsible to the Governor and is seeking to develop or operate a qualifying project pursuant to this chapter, and no individual who is an officer or director of such a private entity, shall knowingly provide a contribution, gift, or other item with a value greater than $50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an executive branch agency with jurisdiction over the matters at issue, following the submission of a proposal under this chapter until the execution of a comprehensive agreement thereunder. The provisions of this section shall apply only for any proposal or an interim or comprehensive agreement where the stated or expected value of the contract is $5 million or more.

B. Any person who knowingly violates this section shall be subject to a civil penalty of $500 or up to two times the amount of the contribution or gift, whichever is greater. The attorney for the Commonwealth shall initiate civil proceedings to enforce the civil penalties. Any civil penalties collected shall be payable to the State Treasurer for deposit to the general fund.

2010, c. 732;2011, c. 624.

§ 56-575.18. Auditor of Public Accounts

The Auditor of Public Accounts shall periodically review interim and comprehensive agreements entered into pursuant to this chapter to ensure compliance with the provisions of this chapter. Copies of the agreements and supporting documents must be electronically filed with the Auditor of Public Accounts. Electronic agreements shall be made available in the online database maintained pursuant to § 30-133.

2007, c. 764;2009, c. 762.

City Council Agenda Item Report

Agenda Item No. 2.11
Submitted by: Craig Brown
Submitting Department: City Attorney
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-158: Approving the City's Participation in the Proposed Settlements of Opioid-Related Claims Against Eight Named Opioid Manufacturers
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution No. R-2026-158 as part of the Consent Agenda.

Suggested Motion

If approved as part of the Consent Agenda:
I move that the Consent Agenda be approved and the reading of the Resolution(s) be dispensed.

If removed from the Consent Agenda:
I move that Resolution No. R-2026-158 be approved.

Item Type Resolutions
Submitting Department City Attorney
Meeting Body City Council

Item ID 2026-158
Drafter Craig Brown
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

Approval of this Resolution will allow the City to share in the proceeds of the settlement with these eight manufacturers. At this time the exact amount of the City's share is unknown. The amount of funds that will flow to Virginia and its localities from these settlements depends on maximizing participation by as many localities as possible. There was 100% participation by Virginia localities in prior opioid-related settlements.

Executive Summary and Background Information

In 2021 City Council approved the City's participation in two nationwide settlement agreements that resolved opioid-related litigation brought by states and their political subdivisions against three opioid distributors, McKesson, Cardinal Health and AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. In 2023 City Council approved participation in a second settlement with two other manufacturers, Teva and Allergan, and three pharmacies, CVS, Walgreens and Walmart.

Participation in a nationwide settlement with pharmacy Kroger Co. was also approved in 2024.

Now, a settlement has been reached in litigation brought by states and localities against eight opioid manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus. These settlements will provide a maximum of approximately $720 million to participating states and political subdivisions to remediate and abate the impacts of the opioid crisis. Some of the settlements will be paid over a period of up to ten years. The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

ATTACHMENTS

- R-2026-158 RES Manufacturer Opioid Settlement

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-158**

RE: **A RESOLUTION OF THE MANASSAS CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENTS OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND DIRECTING THE CITY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Manassas, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the City's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the City of Manassas, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Manassas; and

WHEREAS, settlement proposals have been negotiated that will cause the opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively, "the Manufacturers") to pay an aggregate of approximately $720 million dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that each of the pending settlements with the Manufacturers shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

WHEREAS, the City Attorney has reviewed the available information about the proposed settlements with the Manufacturers and has recommended that the City participate in the settlements in order to recover its share of the funds that the settlements would provide;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Manassas, Virginia, this 8th day of September, 2025, approves of the City's participation in the proposed settlements of opioid-related claims against the Manufacturers, and directs the City Attorney to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against the Manufacturers.

\

_____

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 Council Agenda Item Report

Agenda Item No. 2.12
Submitted by: Craig Brown
Submitting Department: City Attorney
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-159: Approving the City's Participation in the Proposed Direct Settlement of Opioid-Related Claims Against the Sackler Family
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution No. R-2026-159 as part of the Consent Agenda.

Suggested Motion

If approved as part of the Consent Agenda:
I move that the Consent Agenda be approved and the reading of the Resolution(s) be dispensed.

If removed from the Consent Agenda:
I move that Resolution No. R-2026-159 be approved.

Item Type Resolutions
Submitting Department City Attorney
Meeting Body City Council
Item ID 2026-159
Drafter Craig Brown
Meeting Date September 8, 2025

Fiscal Impact

Approval of this Resolution will allow the City to share in the proceeds of the settlement with the Sackler family. At this time the exact amount of the City's share is unknown. The amount of funds that will flow to Virginia and its localities from this settlement depends on maximizing participation by as many localities as possible. There was 100% participation by Virginia localities in prior opioid-related settlements.

Executive Summary and Background Information

In 2021 City Council approved the City's participation in two nationwide settlement agreements that resolved opioid-related litigation brought by states and their political subdivisions against three opioid distributors, McKesson, Cardinal Health and AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. In 2023 City Council approved participation in a second settlement with two other manufacturers, Teva and Allergan, and three pharmacies, CVS, Walgreens and Walmart. Participation in a nationwide settlement with pharmacy Kroger Co. was also approved in 2024.

Now, a settlement has been reached in litigation brought by states and localities against the Sackler family, the owners of the Purdue Pharma family of companies, which were closely associated with the

addictive pain killer OxyContin. This settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's effective date, expected to be in 2026. The funds will be used to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids and also restrict certain members of the Sackler family from directly or indirectly engaging in the manufacturing or sale of opioids.

ATTACHMENTS

- R-2026-159 RES Sackler Opioid Settlement

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-159**

RE: **A RESOLUTION OF THE MANASSAS CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE CITY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Manassas, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the City's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the City of Manassas, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Manassas; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of $6.5 billion dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger; and

WHEREAS, the City Attorney has reviewed the available information about the proposed settlement with the Sackler family and has recommended that the City participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Manassas, Virginia, this 8th day of September, 2025, approves of the City's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the City Attorney to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against the Sackler family.

_____

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 Council Agenda Item Report

Agenda Item No. 3.1
Submitted by: Craig Brown
Submitting Department: City Attorney
Meeting Date: September 8, 2025

Item Title

Uncodified Ordinance #O-2026-064: Establishing the Annual Salary of the Mayor and Members of the City Council
(Staff: Craig Brown, City Attorney)
(Moved from July 28)

Suggested Action and/or Recommendation

Approve the first reading of the ordinance establishing the annual salary for the Mayor and members of City Council.

Suggested Motion

I move that Uncodified Ordinance #O-2026-064, Establishing the Annual Salary of the Mayor at $20,000 and the Annual Salary of the Members of the City Council at $_____, be approved on first reading.

Item Type Ordinances
Submitting Department City Attorney
Meeting Body City Council
Item ID 2026-64
Drafter Craig Brown
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

The fiscal impact will be the amount of the cumulative increase in the salaries of the members of City Council.

Executive Summary and Background Information

At the last regular meeting of City Council on July 28 an advertised public hearing was held on increasing the annual salary of the Mayor to $42,000, and the annual salary of the members of City Council to $40,000. Since that public hearing the Mayor has requested that the salary for the Mayor remain at the current amount of $20,000, and a member of Councilor has proposed that the salary for members of Council be set at $34,000. Accordingly, there are two alternative ordinances attached for Council's consideration on first reading. Version one establishes an annual salary of $40,000 for members of Council as advertised, and version

two establishes an annual salary of $34,000. Both ordinances retain the Mayor's current salary of $20,000. Any change in current salaries will become effective July 1, 2027, which is the first July 1 following the next regularly scheduled general election of council members.

ATTACHMENTS

- O-2026-064 ORD Mayor and Council Salary
- O-2026-064 ORD Mayor and Council Salary VERSION 2

ORDINANCE #O-2026-064

First Reading	_____
Second Reading	_____
Enacted	_____
Effective	_____

AN UNCODIFIED ORDINANCE TO ESTABLISH THE ANNUAL SALARY OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL

WHEREAS, the City Council last increased the annual salary of the Mayor and members of Council by an ordinance adopted on May 23, 2022; and,

WHEREAS, section 6 of the City's Charter authorizes the Council to establish the annual salary of the Mayor and members of Council, and imposes no limitation on the amount of the salaries; and,

WHEREAS, at the regular City Council meeting on Monday, July 28, 2025 an advertised public hearing was held on a proposed ordinance that would increase the annual salaries of the Mayor and members of City Council to $42,000.00 and $40,000.00, respectively.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this _____ day of _____, 2025 that the annual salaries for the Mayor and members of the City Council are hereby established as follows:

1. The Mayor and each member of the City Council shall be paid, in accordance with the regular payroll cycle of City employees, the following annual salary for attending the meetings of City Council and discharging all of the duties and responsibilities imposed on them by law:

Mayor, $20,000 annual salary

City Council members, $40,000 annual salary

2. This Ordinance shall become effective on July 1, 2027.

3. Ordinance #O-2022-20, entitled "An Ordinance to Establish the Annual Salary of the Mayor and Members of the City Council", is hereby repealed effective July 1, 2027.

BY ORDER OF THE COUNCIL

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

ATTEST:

Eric W. Smith, II City Clerk

MOTION:
SECOND:
RE: **Ordinance #O-2026-064**
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ORDINANCE #O-2026-064

First Reading	_____
Second Reading	_____
Enacted	_____
Effective	_____

AN UNCODIFIED ORDINANCE TO ESTABLISH THE ANNUAL SALARY OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL

WHEREAS, the City Council last increased the annual salary of the Mayor and members of Council by an ordinance adopted on May 23, 2022; and,

WHEREAS, section 6 of the City's Charter authorizes the Council to establish the annual salary of the Mayor and members of Council, and imposes no limitation on the amount of the salaries; and,

WHEREAS, at the regular City Council meeting on Monday, July 28, 2025 an advertised public hearing was held on a proposed ordinance that would increase the annual salaries of the Mayor and members of City Council to $42,000.00 and $40,000.00, respectively.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this _____ day of _____, 2025 that the annual salaries for the Mayor and members of the City Council are hereby established as follows:

1. The Mayor and each member of the City Council shall be paid, in accordance with the regular payroll cycle of City employees, the following annual salary for attending the meetings of City Council and discharging all of the duties and responsibilities imposed on them by law:

Mayor, $20,000 annual salary

City Council members, $34,000 annual salary

2. This Ordinance shall become effective on July 1, 2027.

3. Ordinance #O-2022-20, entitled "An Ordinance to Establish the Annual Salary of the Mayor and Members of the City Council", is hereby repealed effective July 1, 2027.

BY ORDER OF THE COUNCIL

Michelle Davis-Younger Mayor

On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith, II City Clerk

MOTION:
SECOND:
RE: **Ordinance #O-2026-064**
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

City Council Agenda Item Report

Agenda Item No. 3.2
Submitted by: Heidi Baumstark
Submitting Department: Economic Development
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-124: Facade Improvement Grant (FIG) Northeastern Supply
(Staff: Patrick Small, Economic Development Director)

Suggested Action and/or Recommendation

Approve the Grant

Suggested Motion

I move that the Facade Grant for Northeastern Supply be approved in the amount of $15,000.

Item Type Resolutions
Submitting Department Economic Development
Meeting Body City Council
Item ID 2026-124
Drafter Heidi Baumstark
Meeting Date September 8, 2025

Fiscal Impact

$15,000.00. The amount is appropriately budgeted in the Economic Development Department line item for Façade and Landscape Grants.

Executive Summary and Background Information

The new tenant in the old Southern States building, Northeastern Supply, is proposing to completely refresh the building. The property sits in a highly visible location on a Gateway corridor and is currently the subject of code enforcement action. This application is consistent with the program's objectives. The total project is $45,895.15. FIG pays 1/3 of the project cost or the amount approved – whichever is lesser.

ATTACHMENTS

- R-2026-124 RES Northeastern Supply FIG
- ATTH01 Application Northeastern Supply

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-124**

RE: RESOLUTION RECOMMENDING APPROVAL OF A FAÇADE IMPROVEMENT GRANT FOR NORTHEASTERN SUPPLY

WHEREAS, the City Council has established a Façade and Landscape Grant program to support property owners in making improvements to real property; and

WHEREAS, the owner of Northeastern Supply is making qualified improvements to their real property; and

WHEREAS, funds have been appropriately budgeted and this project meets the program eligibility criteria.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby recommend approval of a façade improvement grant for Northeastern Supply in the amount of $15,000.00.

_____
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
Economic Incentive Application
Façade Improvement Grant

This information is considered confidential and privileged information. It is exempt from the Virginia Public Records Act pursuant to the exemptions for individual tax returns of persons or entities subject to income, estate, personal property, or business license taxes.

Applicant/Company Information

1. Company Name Northeastern Supply

   Contact/Title RJ Kline / Fleet & Facilities

   Address 8323 Pulaski Hwy, Baltimore, MD 21237

   Phone 410-574-0010 Fax _____

   E-Mail rj.kline@northeastern.com & stephanie.price@northeastern.com

2. Project location

   Address (if different from above) 9751 Center St., Manassas VA 20110

3. Is the project located in one of the following areas of interest? (Check if applicable)

   ___ Downtown/Old Town Manassas ____ Sudley Road/Hospital

   ___ Mathis Ave/Rt. 28 ____ Manassas Gateway

4. What is your project start date? 8-4-2025

5. Project Description

clean, power wash, sand & paint the exterior of the building including the siding, rafters, curb, railings and columns.

6. Eligible Improvements, check all that apply:

- ☐ Accessibility ADA compliant upgrade
- ☐ Canopy or awning
- ☐ Certified green/sustainable exterior improvement
- ☐ Decorative fencing, railings, Juliet balconies
- ☐ Exterior ighting
- ☒ Exterior painting
- ☐ Signage
- ☐ Hardscape improvements
- ☐ Windows and doors
- ☐ Restoration
- ☐ Roofing (in conjunction with other improvements)
- ☐ Screening
- ☐ Window and cornice flashing and/or repair
- ☐ Other

_____

7. Required attachments:

- ☐ Photographs of the current landscape indicating the area(s) to be improved
- ☐ Drawings or renderings (or detailed description) of proposed improvements
- ☐ Schedule of completion - AUGUST 15, 2025
- ☐ Cost estimates or quotes from selected contractor(s)












NORTHEASTERN
SUPPLY





Quote#: 5614 Title: **Northeastern Supply Exterior Quote** Date: 07/03/2025

Estimator: **Kevin Etesham** Cell Phone: Office Phone:

License: **Class A -2705153549- PTC** Address: **7900 Sudley Rd, Ste 375, Manassas, VA 20109**

FIVE STAR PAINTING
a neighborly company

V3

Customer Quote

Locally Owned and Independently Operated

Hugo Cespedes
hugo.cespedes@northeastern.com
(703) 330-2803

Billing: 9751 Center Street
Manassas, VA 20110

Service: 9751 Center Street
Manassas, VA 20110

Customer Notes: **Initial deposit equal to materials cost will be collected no later than 1 week before project start. Monthly progress invoicing based on work completed and approved by the contracting officer. Net payment - 30 days of receiving a proper invoice, unless otherwise specified in the contract. Final Payment net 30 days. A 10% retainage will be released upon approval of final completion and lien of waiver received. Five Star Painting will pay Subcontractor within 14 days of receiving payment. A two year warranty is also included with our work. We can come and complete touch ups as necessary within a two-year period, should issues arise down the line.**

If the painting crew arrives on-site and the area is not ready for work to begin, a standby charge of $400 per day per crew member will be assessed at the 3rd attempt by painting contractor. Delays caused by job site unpreparedness may also impact the overall project schedule and completion date. It is the responsibility of the general contractor or project manager to notify the painting contractor in writing at least 48 business hours in advance if the site will not be ready by the scheduled start date.

Details

- Cleaning: We will clean the site daily and upon completion.
- Extensive Tarping: Tarps or drop cloths will be used to catch falling debris and loose paint chips when scraping.
- Sanding: Sand specified areas to de-gloss surface, to allow for proper adhesion, and/or minimize rough edges due to scraping.
- Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping.
- First coat of paint will be allowed proper time to dry before second coat is applied (where applicable).
- Multiple ladders or scaffolding may be used to prevent overlap marks commonly seen when a home is painted from a single ladder.
- Unless specified otherwise, Five Star Painting will spray body and brush and roll trim.
- Five Star will conduct a thorough walk-around with the customer to ensure nothing is missed.

Power Wash	Scraping (Hrs)	Sanding (Hrs)
Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping. Labor: $1,799.98	Scraping: Scrape to remove all loose and peeling paint to allow for proper surface exposure. Labor: $900.00	Sanding: Sand specified areas to de-gloss surface, to allow for proper adhesion, and/or minimize rough edges due to scraping. Labor: $900.00

7-18-25

EXECUTED Copy

Caulking (Lin Ft.)
Caulking: Caulk all gaps and cracks to seal and protect against moisture. Elastomeric product has a lifetime warranty. Labor: $599.83

Priming (Hrs)
Priming: Spot-prime bare wood and metal to seal and protect from moisture. Labor: $600.00

Masking (Lin Ft.)
Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray. Labor: $577.50

Masking Sections
Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray. Labor: $244.80

Yard Siding (Lower Level)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $1,329.92

Office Siding
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $784.78

Entrance Siding (Facing Overpass)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $3,743.00

Curb Outside Office
SW LOXON Concrete - Masonry Primer/Sealer Primer (1 Coat)
Paint: SW LOXON Self-Cleaning Acrylic Coating Flat (2 Coats)
Color: color match
Labor: $220.51

Office Foundation
SW LOXON Concrete - Masonry Primer/Sealer Primer (1 Coat)
Paint: SW LOXON Self-Cleaning Acrylic Coating Flat (2 Coats)
Color: color match
Labor: $177.01

Raised Siding Above Yard
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $1,315.07

Yard Rafters
HQ BM Multipurpose Primer Primer (1 Coat)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Labor: $2,023.01

Entrance Side Rafters
HQ BM Multipurpose Primer Primer (1 Coat)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $6,930.60

Back Side of Building
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $2,497.27

Sign Wall
Paint: HE BM Element Guard Exterior Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $709.96

Rear Side of Building
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $2,156.54

All Building Gutters
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $979.61
Product: Gutters

Railing Outside Office
Railing
HQ BM Multipurpose Primer Primer (1 Coat)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $1,008.08

All Columns, Posts and Down Spouts
Posts
HQ BM Multipurpose Primer Primer (1 Coat)
Paint: C/I BM Ultra Spec HP DTM Acrylic Low Lustre Low Lustre (2 Coats)
Color: color match
Labor: $975.67

Remove Metal Flashing and Wall Placards
paint : (0 Coat)
Labor: $180.00

Scissor Lift for project duration
paint : (0 Coat)
Labor: $0.00

Exterior Prep Kit
Labor: $ 0.00

Total
Materials: $17,419.44
Labor: $30,653.14
Subtotal: $48,072.58
Discount: $2,177.43
Total: $45,895.15
Deposit Required (50%): $22,947.58
Payment: $0.00
Balance Due: $45,895.15

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum stated above. Any alteration or deviation from the specification involving extra costs will become an extra charge over and above the quote. All accounts are due and payable upon completion of work as described above. In the event suit is brought, the prevailing party shall recover its attorney fees and costs. Finance

charge of 1.5% or $50 per month (whichever is greater) will be applied on all past due accounts and will begin to accrue if payment is not received within fifteen days of the final invoice. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal may be withdrawn if not accepted within 15 days.

I hereby grant Five Star Painting permission to use my, and my property's, likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Five Star Painting and will not be returned. I hereby hold harmless, release, and forever discharge the Five Star Painting from all claims, demands, and causes of action.

I agree to the payment terms and contract stated above:

Authorization to begin work (Client): Steph Rain 7-22-25

Work Completed to satisfaction (Client): _____

Contractor Signature: _____ Date: _____

Customer Focused, Quality Driven™

Visit FiveStarPainting.com/warranty for details on our 2-year warranty.

City Council Agenda Item Report

Agenda Item No. 3.3
Submitted by: Heidi Baumstark
Submitting Department: Economic Development
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-130: Facade Improvement Grant (FIG) 9768 Zimbro Avenue
(Staff: Patrick Small, Economic Development Director)

Suggested Action and/or Recommendation

Approve the Grant

Suggested Motion

I move that the Facade Grant for 9768 Zimbro Avenue be approved in the amount of $23,275.00.

Item Type Resolutions
Submitting Department Economic Development
Meeting Body City Council
Item ID 2026-130
Drafter Heidi Baumstark
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

$23,275.00. The amount is appropriately budgeted in the Economic Development Department line item for Façade and Landscape Grants.

Executive Summary and Background Information

The owner of 9768 Zimbro is proposing to repaint the metal awnings and signage as well as mill, repave, and stripe the parking areas and drive aisles. The building itself is brick and glass. The property sits in a highly visible location adjacent to the Wellington overpass. This application is consistent with the program's objectives. The total project is $103,519.00 and is eligible for the maximum award allowed under the program. However, the award has been reduced by $1,725.00 to reflect a previous grant awarded in 2018. FIG pays 1/3 of the project cost or the amount approved – whichever is lesser.

ATTACHMENTS

- R-2026-130 RES 9768 Zimbro Avenue FIG
- ATTH01 Application Zimbro

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-130**

RE: RESOLUTION RECOMMENDING APPROVAL OF A FAÇADE IMPROVEMENT GRANT FOR 9768 ZIMBRO AVENUE

WHEREAS, the City Council has established a Façade and Landscape Grant program to support property owners in making improvements to real property; and

WHEREAS, the owner of 9768 Zimbro Avenue is making qualified improvements to their real property; and

WHEREAS, funds have been appropriately budgeted and this project meets the program eligibility criteria.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby recommend approval of a façade improvement grant for 9768 Zimbro Avenue in the amount of $23,275.00.

_____
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
Economic Incentive Application
Façade Improvement Grant

This information is considered confidential and privileged information. It is exempt from the Virginia Public Records Act pursuant to the exemptions for individual tax returns of persons or entities subject to income, estate, personal property, or business license taxes.

Applicant/Company Information

1. Company Name LCGW, LLC

Contact/Title Irene Low Owner

Address 6846 Tiddle Way, Lorton VA 20110

Phone 703-225-9824 Fax

E-Mail ireneglow@yahoo.com

2. Project location

Address (if different from above) 9768 Zimbro Ave.

Manassas, VA 20110

3. Is the project located in one of the following areas of interest? (Check if applicable)

___ Downtown/Old Town Manassas ____ Sudley Road/Hospital ___ Mathis Ave/Rt. 28 ____ Manassas Gateway

4. What is your project start date? As soon as possible.
5. Project Description
New asphalt paving for the entire parking lot. As well as professionally power-wash, prepare, and paint he shopping center's Upper Standing Seam Metal Facades and the Metal Store Sign Frames along the front and side of the building.

6. Eligible Improvements, check all that apply:

- ✔ Accessibility ADA compliant upgrade
- Canopy or awning
- ✔ Certified green/sustainable exterior improvement
- Decorative fencing, railings, Juliet balconies
- Exterior ighting
- ✔ Exterior painting
- ✔ Signage
- Hardscape improvements
- Windows and doors
- Restoration
- Roofing (in conjunction with other improvements)
- Screening
- Window and cornice flashing and/or repair
- ✔ Other
  Painting

7. Required attachments:
- Photographs of the current landscape indicating the area(s) to be improved
- Drawings or renderings (or detailed description) of proposed improvements
- Schedule of completion
- ✔ Cost estimates or quotes from selected contractor(s)

ESTIMATE	#221011222596
ESTIMATE DATE	Jun 19, 2025
TOTAL	$95,319.10

G-FORCE Richmond

Irene Low
9768 Zimbro Ave
Manassas, VA 20110

(703) 225-9824
ireneglow@yahoo.com

CONTACT US

12501 Oakwood Dr
Woodbridge, VA 22192

(804) 840-1632
richmond@gogforce.com

ESTIMATE

Services	qty	amount
9768 Zimbro Ave, Manassas, VA 20110	1.0	$0.00
Mobilizations - Mobilization - Initial Initial Mobilization Fee - Includes Costs for Crew, Transportation, Set-up, and Breakdown. ***NOTE: Additional Mobilization Fee will be Charged at a rate of $500 if Site is Not Ready for Service at our Scheduled Arrival Time (Excluding Weather Issues).***	2.0	$800.00
Mill and Pave 2" Asphalt Replacement Mill 2" existing asphalt pavement. Sweep surface clean and apply tack coat. Furnish & install 2" 9.5mm surface. Pricing per square yard	300.0	$7,500.00
Mill and Pave 4" Asphalt Replacement: Remove wheel stops, set aside. Mill 4" existing asphalt pavement, dispose offsite. Re-compact existing stone base. Furnish & install 2" 19mm intermediate, 2" 9.5mm surface. Pricing per square yard	1680.0	$84,000.00
Striping	1.0	$0.00
Stalls - Stall - Single Single Stall - Standard 18' - 20' - White or Yellow as Specified by Customer	47.0	$249.10
ADA - HC Symbol Over Blue White Handicapped Symbol over Blue Background	2.0	$80.00
ADA - Aisle Accessible Stall Aisle Accessible Stall - 5' Wide Hatch-Marked Stall for ADA Compliance	1.0	$30.00
Striping - Hatch - Medium Hatched Markings - Medium - Includes Stalls, Corners, Ends, Transitions	3.0	$135.00
Common - CUSTOMER Stencil 12" CUSTOMER Stencil	13.0	$325.00
Wheel Stops - Wheel Stop Installation Supply and Install Concrete Wheel Stop	20.0	$2,200.00
A deposit of $28,595.73 is required to secure materials and schedule your project.	1.0	$0.00
Notes - Pricing Terms and Work Conditions – G-FORCE Parking Lot Striping of Richmond Pricing Terms and Work Conditions – G-FORCE Parking Lot Striping of Richmond	1.0	$0.00

Pricing is based on the scope and directives provided by the customer. Quoted costs include all labor, materials, and equipment necessary to complete the proposed work in a safe, professional, and workmanlike manner, in accordance with current industry best practices.

Work Schedule:
All work will be performed during standard business hours: Monday through Friday, 7:00 AM to 7:00 PM. If work must be scheduled outside of these hours, additional charges may apply.

Surface Preparation:
The quoted price includes cleaning of typical surface debris ("normal dirt") prior to re-striping. However, if excessive dirt, mud, or debris is present that requires additional cleaning efforts beyond standard preparation, additional charges will apply or the area must be cleaned in advance by others.

Striping Material:
All striping is priced using standard traffic paint, unless specifically noted as thermoplastic. Any additional thermoplastic not explicitly included in the proposal will be charged at an additional cost.

Site Access & Trip Charges:
This proposal assumes all work areas will be fully accessible and ready for completion in a single mobilization. If additional trips are required due to site inaccessibility or other delays not caused by G-FORCE, a $650.00 fee will be applied for each additional mobilization.

Scope of Work:
Work is based solely on the specifications and site plans provided by the customer. G-FORCE Parking Lot Striping of Richmond and its Affiliates is not responsible for errors, omissions, or subsequent revisions made by other parties after submission of the proposal.

Traffic Control:
All Maintenance of Traffic (MOT) and traffic control is to be provided by others, unless otherwise stated in the proposal.

Imagery & Estimation:
Pricing is based on measurements and visual references obtained via Google imagery. Any changes in site conditions or scope not visible or previously disclosed may result in additional charges.

Notes: Mill and Pave • Pricing is based on the June 2025 VDOT asphalt index of $598.75 per liquid ton and subject to adjustment at time of placement. • This proposal is valid for 30 days but may be accepted at any later date. • If required, the cost for permits has not been included. • One (1) mobilization included. • Landscaping and backing edge of new pavement and/or curbs not included. • Underground locating service for public utilities will be notified. G-FORCE Parking Lot Striping of Richmond and its affiliates can not be responsible for resulting damage to unknown or unmarked utilities.	1.0	$0.00

Services subtotal: $95,319.10

Subtotal	$95,319.10
Total	**$95,319.10**

49 Locations Nationwide, All Veteran-Owned and Operated. We appreciate your business!

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters of Fairfax and Prince William and Northern Virginia
6993 Gateway Court
Manassas, VA 20109
(703) 457-6537

https://CertaPro.com/Fairfax-Prince-William
Contractor License: Class A 2705137344
Full Worker's Compensation Coverage
Foundation Insurance Group

COMMERCIAL EXTERIOR
Proposal #: LCGW Manassas Shops Exterior Painting Project
Job #: JOB-1434-4162
Date 03/07/2025

We proudly feature Sherwin-Williams paints and stains.

JOB SITE

LCGW LLC- Manassas Shops Exterior Painting Project
9768 Zimbro Ave
Manassas, VA 20110
(703) 225-9824
ireneglow@yahoo.com

PREPARED BY

Chris Davis
Commercial Sales Associate
(571) 428-7207
cdavis@certapro.com



CLIENT

LCGW LLC
9768 Zimbro Ave
Manassas, VA 20110
(703) 225-9824
ireneglow@yahoo.com

CLIENT CONTACTS

Irene Low
M: (703) 225-9824
E: ireneglow@yahoo.com

PRICING:

Base Price:	$8,200.00
Subtotal:	**$8,200.00**
Total:	**$8,200.00**

GENERAL SCOPE OF WORK

Ms. Irene Low, representing LCGW, LLC and the Manassas Retail Shops located at 9768 Zimbro Ave, Manassas, VA is looking for us to professionally power-wash, prepare, and paint the shopping center's Upper Standing Seam Metal Roof Facades and the Metal Store Sign Frames along the front and sides of the building.

While we have included power-washing the surfaces to be painted, the project does not include power-washing the remaining brick surfaces around the facility. We have added an OPTION to power-wash the entire facility including all of the brick and concrete block surfaces along all 4 sides of the building. This OPTION is not part of the price of the project but can be added to the Scope of Work with client approval.
OPTION: Power-Wash remaining brick & concrete block surfaces on all sides of the facility.
PRICE: $1,110.00

For this project we have included our Standard Level-3 Preparation. The Preparation Levels are explained and can be viewed in the Preparation Section of the proposal. Before preparing the metal roof and sign frames to be painted, we will power-wash these surfaces using a TSP/Bleach/Simple Green solution to remove dirt and kill any algae/mold growth to prepare the surfaces for paint. We will then scrape the metal roof and sign frames failing paint to remove the loose and peeling paint to ensure we have a firm base for the new topcoats to adhere. We will then sand to either smoothen sharp edges (e.g., following scraping) to improve the appearance or to de-gloss the surface to promote adhesion of the top coat. Please Note** Scraping and sanding may not result in a smooth finish.... there will be ups and downs where paint was removed.

We will also remove the visible rust to remove/reduce the surface corrosion. This will give us a more stable surface for primer and topcoat. Our process will involve removal/reduction of rust on metal. This process involves using grinding wheels with wire brushes, electric sanding, scraping, and hand sanding the included surfaces with peeling or checked paint caused by surface corrosion. Our corrosion reduction process will improve the appearance and enhance the metal's condition. By reducing surface corrosion, we will also achieve a sound surface for primer and topcoat. (Due to the nature of corrosion, we cannot warranty against recurrence of corrosion/rust or its effect on coatings). Where bare metal is exposed after scraping/sanding, we will then spot prime with a high performance metal primer to provide longer lasting results.

CertaPro will apply paints using brush, roll, and/or spray techniques, as deemed best by the jobsite supervisor. Brush and roll techniques are often used under windy conditions or when spray devices are not appropriate. All techniques will be done to meet manufacturer specifications under various environmental conditions to achieve the best finish and results.

For the Metal Roof & Metal Sign Frames Primer, we have selected to **Spot Prime** over bare metal and scraped/sanded areas as needed with Sherwin Williams Pro Industrial Pro-Cryl Universal Acrylic Primer. Pro Industrial Pro-Cryl® Universal Primer is an advanced technology, self-cross-linking acrylic primer. It is rust inhibitive and was designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high-performance topcoats.

Features & Benefits

- Rust inhibitive, corrosion resistant
- Single component
- Early moisture resistant
- Fast dry
- Lower temperature application 35°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

For the Metal Roof & Metal Sign Frames Paint, we have selected to apply **2 Coats** of Sherwin Williams Pro Industrial Sher-Cryl HPA High Performance Acrylic Paint in a **Semi-Gloss Finish** and Ms. Irene Low will decide on the new colors for a **Color Change** on these surfaces. Pro Industrial Sher-Cryl HPA is a higher performing ambient cured, one component acrylic coating with excellent performance properties.

Features & Benefits

- Chemical Resistant
- Outstanding humidity resistance
- Outstanding application characteristics
- Flash rust-early rust resistant
- Fast Dry
- Suitable for use in USDA inspected facilities

CertaPro will purchase all paint and materials for the project. Paint and material costs are included in the quote. We do not require a deposit and can schedule the project with your email approval. We don't get paid until all of the work is complete and you have done a final inspection. We accept cash, check, Mastercard and Visa.

PREPARATION

1. Level-3 preparation is included in the quote. Preparation levels are explained in the Preparation Section of the proposal.
2. We will Power-Wash the Metal Roof & Metal Store Sign Frames using a TSP/Bleach solution to remove dirt and kill algae/mold growth.
3. We will scrape, sand & remove any peeling or chipping paint before painting.
4. We will use a combination of grinding wheels with wire brushes, electric sanding, scraping, and hand sanding to remove visible rust along the Metal Roof & Metal Store Sign Frames.
5. We will spot prime & seal any bare metal surface spots or scraped/sanded areas before painting.

PRODUCTS

1. Primer - Sherwin Williams Pro Industrial Pro-Cryl Universal Acrylic Primer. Spot Prime Bare Metal & Scraped/Sanded Areas As Needed.
2. Paint- Sherwin Williams Pro Industrial Sher-Cryl HPA High Performance Acrylic Paint. Semi-Gloss Finish. Color Changes TBD. 2 Coats.

SCOPE OF WORK

1. Cleaning- Power-Wash the facades to be painted (Metal Roof & Metal Sign Frames) with a TSP/Bleach Solution to remove dirt and kill algae/mold growth.
2. Preparation- Scrape and sand to remove peeling paint and rust. Spot Prime with rust inhibitive primer.
3. Painting- Apply 2 Coats of Sherwin Williams Pro Industrial Sher-Cryl HPA Paint to the Upper Metal Roof and Metal Store Sign Frames.

OPTIONAL SCOPE OF WORK

1. Additional Cleaning- Power-Wash the entire facility including all the brick and concrete block surfaces on all 4 sides of the facility with a TSP/Bleach Solution to remove dirt and kill algae/mold growth. (Can be added to the project with Client Approval for an additional $1,110)

EXCLUSIONS

1. Excludes painting any brick or concrete block siding.
2. Excludes painting any ceilings underneath the metal roofs.
3. Excludes painting interiors of store signs (We will paint the metal sign frames).
4. Excludes painting any store doors or windows.
5. Excludes any carpentry/metal repairs or replacement.
6. Excludes painting any other component not specifically mentioned in this proposal.
7. Excludes any other work not specifically mentioned in this proposal.

NOTES

1. CertaPro will purchase all of the paint, primer, and materials for the project. Paint and material costs are included in the quote.

2. We have quoted to use the facility's water hookup in order to power wash the substrates. If we are unable to use the facility's water for any reason, we will then present change order pricing for rental of a mobile water tank and water delivery.
3. CertaPro of Fairfax/Prince William is a veteran owned franchise. We are fully licensed, bonded & insured in the state of Virginia.

SURFACE PREPARATION

Standard Level-3 Preparation. Unless stated otherwise in pictures and text in this proposal, this project is priced to include our standard Level-3 preparation. This includes the following when these surfaces are painted:

- Wash or wipe down surfaces being painted (see definition below).
- Scrape and sand loose and peeling paint. Please Note** Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed (see definition below).
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained (see definition below).
- Caulking, as needed. We only caulk areas that were previously caulked and the caulk is either missing or failing (see definition below).
- Masonry Patching where needed. Please Note** Masonry patching will not mimic the current texture of the masonry surface (see definition below).

This Standard Level-3 of preparation does NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking, if caulk is not failing or missing.
- Window puttying or "glazing."
- Resculpting trim and siding where imperfections or damage exist.
- Stripping existing surface coating.

Terms and Conditions. When these preparation services are included in your project, these are the definitions that apply.
Washing: When washing is expressly stated, as included, our default level of cleaning is to PARTIALLY wash/clean the paintable surfaces ONLY (this is our default). When FULL washing is expressly stated, as included, we will FULLY wash the home or structure to include some nonpaintable surfaces (e.g., siding). Unless expressly stated, PARTIAL home cleaning that includes a combination of powerwashing and/or hand cleaning is the level of cleaning we do by default for Level-3 preparation. FULL washing is an additional charge. FULL washing includes some defined non-paintable surfaces to improve their appearance. Improved appearance is an aesthetic standard. It does not include removing mildew stains or other types of permanent stains to a surface. We wash with appropriate chemicals and techniques to remove dirt and mildew from the paintable surfaces so the new finish coat will adhere properly. Chemicals may include one of the various commercially available pre-mix concentrates (Simple Green, Benjamin Moore's CLEAN 318, Sherwin Williams DECK WASH, or comparable). We may also use a mixture of chemicals that include active ingredients of trisodium phosphate (TSP) and diluted bleach. Additional Powerwashing of the nonpaintable surfaces is intended to only improve the aesthetics and appearance of those nonpaintable surfaces.
Caulking: When caulking is expressly stated, as included, we apply caulk to cracks that have been caulked previously on components that are being painted. Components that are typically caulked as part of their preparation for painting may include: around window frames or door frames. This includes filling in where the previous caulk is missing or has large cracks greater than an 1/8 inch (not including hairline cracks). It does NOT include removing and replacing caulk unless specified. We will use Sherwin Williams SherMax™ Urethanized Elastomeric Sealant. This is the #1 Top Rated Exterior Caulk and far exceeds the performance of other premium caulks.
Puttying and "Glazing": When puttying is expressly stated, as included, we apply putty or glaze around window panes to seal out moisture and drafts. Reglazing is similar to caulking. The material is a specialty latex window glaze that applies similar to caulk. Similar standards apply.
Scraping: When scraping is expressly stated, as included, we scrape failing paint to remove loose and peeling paint to ensure we have a firm base for the new paint to adhere. Scraping is often not effective at removing massive paint failure found in patterned cracking of the paint film referred to as "alligatoring."
Sanding: When sanding is expressly stated, as included, we sand to either smoothen sharp edges (e.g., following scraping) to improve the appearance or to degloss the surface to promote adhesion of the top coat.
Spot Priming: When spot priming is expressly stated, as included, we spot prime the bare substrate (metal, wood, etc) to enhance the adhesion and performance of the topcoat. Spot Priming requires different products for different substrates. It is not a substitute for damaged or compromised substrates that should be replaced due to a permanent damaging condition (rot, rust, etc), but may slow the spread of the damage and enhance the performance of the topcoat. Substrate damage due to rot, rust, or other conditions is not a warrantied item.
Masonry Repairs: When masonry repair is expressly stated, as included, we repair the paintable masonry by filling large cracks, large gaps and large holes with flexible caulking or a masonry patch, as required. We do this to improve the appearance or to improve the integrity of the substrate. We do NOT warranty against recurrence of cracks or other defects and do NOT warranty against water penetration.

Carpentry Materials and Processes Explained. Carpentry repairs can include a combination of full board replacement, splicing, and/or epoxy bondo patch. When doing full board replacement we will use similar COMPOSITE materials, as much as possible. The advantage of composites is their extended durability (maintenance free). Composites (like PVC) are often very similar in appearance and dimension to the original wood components; however, they may not be identical. When composites are either not available, not recommended/preferred, or not priced into the project, we will use similar wood or other materials that best emulate the original material. When splicing is the repair technique, we will use the material that best achieves a smooth finish with the surrounding original wood/material. We will try to use PVC but may use wood to achieve the best result. An epoxy bondo patch may be used to achieve good results when the surrounding material is solid and allows for good adhesion. This can be a slightly cheaper solution. The best results are achieved with board replacement. Carpentry repairs are "finished" appropriately with caulk and putty. They are then painted as part of our normal painting. Carpentry is done professionally but is not warrantied in our 2-year Painting Warranty.

CLEAN UP

Daily Clean-up: We will clean-up daily and upon job completion. Ladders will be taken down and stacked. Tools & equipment will be stored properly each evening in an acceptable, safe location determined by the customer and the Jobsite Supervisor. In coordination with the customer, the Jobsite Supervisor may leave the masking, plastic, floor paper, and drop cloths in place to enhance job productivity for multi-day jobs. We will clean-up upon completion to make sure your property is safe and "presentable." The procedures performed to prepare the paintable surfaces may create fine dust. We will do our best to clean-up all biproducts of the process. Our clean-up may include sweeping and vacuuming the work areas, as appropriate.

Lead Safe Practices. If your house was built before 1978, we will need to apply lead safe practices. If your house was built before 1978, please download and print a copy of the "Renovate Right" guide by visiting https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf . Please sign and return the last page to us before your project starts (pg 10). This acknowledges your awareness and our intent to comply with the Federal pre-renovation education and renovation, repair, and painting regulations. This is required if your house was built before 1978. Thank you.

ADDENDUM - ALL PICTURES



Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



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Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



Includes Washing, Prepping, & Painting the Red Metal Roof Facade Along the Entire Facility



Includes Scraping & Sanding The Metal Roof Facade As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Roof Facade As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Roof Facade As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Roof Facade As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Roof Facade As Needed to Remove Peeling Paint & Rust



Includes Washing, Prepping, & Painting the Metal Store Sign Frames



Includes Washing, Prepping, & Painting the Metal Store Sign Frames



Includes Washing, Prepping, & Painting the Metal Store Sign Frames



Includes Washing, Prepping, & Painting the Metal Store Sign Frames



Includes Scraping & Sanding The Metal Sign Frames As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Sign Frames As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Sign Frames As Needed to Remove Peeling Paint & Rust



Includes Scraping & Sanding The Metal Sign Frames As Needed to Remove Peeling Paint & Rust



OPTION: Power-Wash All Brick & Concrete Block Siding Along All 4 Sides of the Facility



OPTION: Power-Wash All Brick & Concrete Block Siding Along All 4 Sides of the Facility



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OPTION: Power-Wash All Brick & Concrete Block Siding Along All 4 Sides of the Facility



OPTION: Power-Wash All Brick & Concrete Block Siding Along All 4 Sides of the Facility

NOTES

Thank you for allowing CertaPro Painters of Fairfax and Prince William the opportunity to provide you with a detailed Proposal for your Project. Our goal from start to finish is to provide you with an Excellent Painting Experience.

Customer Service Commitment: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous; by making you feel part of the process with daily updates and excellent communication; and by doing things right the first time while respecting you and your home. We recognize that we are your guests.

Our Certainty Service System: This is our promise to you of a job well done. We do this to ensure that we meet your expectations, as we've proposed. To ensure we deliver on our promises, we will conduct:

- **Job Kickoff.** Meet with you at the beginning of the project to ensure all information is up-to-date and accurate and that the service we deliver meets your needs.
- **Daily Updates.** Communicate with you daily to inform you of what has been completed and what remains to be completed.
- **Joint Inspection.** Inspect the entire project with you to make sure that you are completely satisfied.

Carefully Read the Proposal. Please review the proposal to ensure that our overall process; jobsite setup; surface preparation, specialty tasks, if any; painting; clean-up; communication; and joint final inspection meet with your expectations. Please look, specifically, at the scope of work; the paints; the paint sheens/finish; numbers of coats; and new colors/color matches are what you expect. Please review what the project INCLUDES and what the project EXCLUDES to ensure that there are no communication gaps or misunderstandings. Please note that any rooms/areas, components, specialty tasks, and/or processes that are not specifically included are, by default, excluded.

Number of Paint Coats. The number of coats of paint are shown in the proposal. We listen to your needs and expectations and use our professional judgement and expert product knowledge to determine the number of coats to achieve the best affordable results for you. The number of paint coats is determined by the paint quality, surface condition, color, sheen/finish, and performance properties. The number of paint coats affects the cost and amount of time it takes to complete a project. We only charge for the number of coats shown in the proposal. Additional coats will be an additional charge.

Lead Safe Renovation. We comply with all local, state and federal laws; including the EPA Lead-Safe program. If you suspect lead paint, please notify us immediately. Lead Safe Practices. If your house was built before 1978, we will need to apply lead safe practices. If your house was built before 1978, please download and print a copy of the "Renovate Right" guide by visiting https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf . Please sign and return the last page to us before your project starts (pg 10). This acknowledges your awareness and our intent to comply with the Federal pre-renovation education and renovation, repair, and painting regulations. This is required if your house was built before 1978. Thank you.

2-Year Warranty. We warranty all of our painting for 2 years against blistering and pealing, as specified in our written warranty. While deck staining, flooring, carpentry and other work is professionally performed with craftsmanship, attention to detail, and the best products, it is not covered within our written painting warranty. Our painting warranty is our promise to you of a lasting job well done. Please see the written warranty which is provided separately for those details.

Service Agreement and Terms and Conditions. Our SERVICE AGREEMENT, TERMS and CONDITIONS, and LIMITED 2-YEAR WARRANTY fully apply to this proposal and any change orders. They are fully enacted with the initiation of any part of this proposal and any change orders.

Credit Cards. We gladly accept Visa and Master Card only. However, please note that we must apply a 3.5% (three-and-one-half percent) handling fee for all credit card transactions. This covers the amount that we are charged by the merchant service vendor when we process a credit card transaction.

Payment Terms. A deposit is not needed. Please pay the balance in FULL at the time of completion. Please see our Service Agreement for more information. Please pay with either a check or credit card.

Offer Duration. Discounts affect the duration of our offers. Offers with discounts are valid for the duration of the special offer or discount. Otherwise, our offers are valid for 60 days.

ADDITIONAL NOTES

Color Consultation. We recommend that you use a professional color consultation service or a similar tools, such as our color visualizer tool – "My PaintColors" – which can be found on our website. The price for color consultation is not included in this proposal, unless expressly stated otherwise.

Projects with Multiple Colors. The project includes "color matching", unless expressly stated otherwise. If you would like to add additional colors anytime after receipt of this proposal, an extra charge of $100 per additional color will be added to the total, due to the additional labor and material required.

City Council Agenda Item Report

Agenda Item No. 3.4
Submitted by: Heidi Baumstark
Submitting Department: Economic Development
Meeting Date: September 8, 2025

Item Title

Resolution #2026-137: Facade Improvement Grant (FIG) Clark's Automotive
(Staff: Patrick Small, Economic Development Director)

Suggested Action and/or Recommendation

Approve the Grant

Suggested Motion

I move that the Facade Grant for 8786 Commerce Court be approved in the amount of $15,000.00.

Item Type Resolutions
Submitting Department Economic Development
Meeting Body City Council
Item ID 2026-137
Drafter Heidi Baumstark
Meeting Date September 8, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

$15,000.00. The amount is appropriately budgeted in the Economic Development Department line item for Façade and Landscape Grants.

Executive Summary and Background Information

The owner of 8786 Commerce Court, Clark's Automotive, is proposing to repaint their building as well as mill, repave, and stripe the parking areas and drive aisles. This application is consistent with the program's objectives. The total project is $44,725.00. FIG pays 1/3 of the project cost or the amount approved – whichever is lesser.

ATTACHMENTS

- R-2026-137 RES Clark's Automotive FIG
- ATTH01 Application Clark's Automotive

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-137**

RE: RESOLUTION RECOMMENDING APPROVAL OF A FAÇADE IMPROVEMENT GRANT FOR 9768 ZIMBRO AVENUE

WHEREAS, the City Council has established a Façade and Landscape Grant program to support property owners in making improvements to real property; and

WHEREAS, the owner of Clark's Automotive is making qualified improvements to their real property; and

WHEREAS, funds have been appropriately budgeted and this project meets the program eligibility criteria.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby recommend approval of a façade improvement grant for Clark's Automotive in the amount of $15,000.00.

_____
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
Economic Incentive Application
Façade Improvement Grant

This information is considered confidential and privileged information. It is exempt from the Virginia Public Records Act pursuant to the exemptions for individual tax returns of persons or entities subject to income, estate, personal property, or business license taxes.

Applicant/Company Information

1. Company Name Clark's Automotive, Inc.

   Contact/Title Darlene Clark/Secretary-Treasurer

   Address 8786 Commerce Court

   Phone 703-330-8507 Fax 703-330-2684

   E-Mail aclarks88@comcast.net

2. Project location

   Address (if different from above) _____

   _____

3. Is the project located in one of the following areas of interest? (Check if applicable)

   ___ Downtown/Old Town Manassas ____ Sudley Road/Hospital

   ___ Mathis Ave/Rt. 28 ____ Manassas Gateway

4. What is your project start date? August 29, 2025

5. Project Description

Remove the old asphalt and grade the parking area to ensure proper drainage, diverting water away from the building. Pave and mark the parking area.

Remove and replace broken concrete from the Apron and grade to divert water away from the front door.

Painting of the exterior.

6. Eligible Improvements, check all that apply:

- ☐ Accessibility ADA compliant upgrade
- ☐ Canopy or awning
- ☐ Certified green/sustainable exterior improvement
- ☐ Decorative fencing, railings, Juliet balconies
- ☐ Exterior ighting
- ☒ Exterior painting
- ☐ Signage
- ☒ Hardscape improvements
- ☐ Windows and doors
- ☐ Restoration
- ☐ Roofing (in conjunction with other improvements)
- ☐ Screening
- ☐ Window and cornice flashing and/or repair
- ☐ Other

_____

7. Required attachments:

- ☐ Photographs of the current landscape indicating the area(s) to be improved
- ☐ Drawings or renderings (or detailed description) of proposed improvements
- ☐ Schedule of completion
- ☐ Cost estimates or quotes from selected contractor(s)

CHESAPEAKE PAVING INC.
9208 VENTURE CT. Suite C-5
MANASSAS PARK, VA 20111 US
+1 7033684988
WWW.PAVEMENTPROS.COM

ADDRESS
Tj Clark
Clarks Automotive
8786 Commerce Court
Manassas VA
Office 703-330-8507
Cell 703-345-8889

Estimate 12532a

DATE 07/23/2025

EXPIRATION DATE 10/23/2025

EMAIL	SALES REP	PHONE
stephengansor@pavementpros.com	Steve Gansor	571-233-1396

DESCRIPTION	SQ. YDS.	AMOUNT
DIG OUT AND REMOVE COMPLETE EXISTING ASPHALT PARKING LOT THAT WAS NOT REPLACED IN DEC 2023, HAUL AWAY AND DISPOSE OF OLD MATERIALS.	739	0.00
*** PARKING AREA***		
INSTALL 21-A COMPACTIBLE STONE TO ENTIRE PARKING LOT IN THIS AREA AS NEEDED TO ACCOMPLISH A 4" BASE. NOTE: RAISE REAR LEFT CORNER OF PARKING LOT AS MUCH AS POSSIBLE BUT STILL ALLOW FOR WATER DRAINAGE.	255	0.00
PAVE COMPLETE PARKING LOT IN THIS AREA WITH 3" OF V-DOT APPROVED ASPHALT GRADE SM-9.5A AND ROLL VIA VIBRATORY MACHINE TO COMPACT.	255	0.00
EDGES ARE HAND TAMPED TO A 45 DEGREE FOR SUPPORT.		
*** DRIVE LANES ***		
INSTALL 21-A COMPACTIBLE STONE TO ENTIRE PARKING LOT IN THIS AREA AS NEEDED TO ACCOMPLISH A 4" BASE.	484	0.00
INSTALL 4" OF V-DOT APPROVED BASE MIX AND SURFACE MIX SM-9.5A MATERIAL VIA 2 LAYERS TO OBTAIN MAXIMUM COMPACTION/DEPTH. ROLL TO FINISH VIA VIBRATORY MACHINE FLUSH WITH CONCRETES/ROAD. LAYER ONE 2" BASE COAT, LAYER TWO 2" SURFACE COAT.	484	25,865.00
- REMOVE AND RESET WITH RE-BAR 18 CONCRETE PARKING STOPS.		630.00
-STRIPE 18 PARKING SPOTS.		900.00

To accept this estimate please sign and date estimate. Once we receive the signed estimate we will contact you to schedule your job.

PAYMENT IN FULL DUE UPON JOB COMPLETION!

2% DISCOUNT FOR RESIDENTIAL CUSTOMERS FOR CASH OR CHECK PAYMENTS MADE ON DAY OF JOB COMPLETION ONLY!

ANY QUESTIONS PLEASE CONTACT YOUR SALES REP.
Thank You
Fax# (703)368-6244

TOTAL	$27,395.00

Accepted By

Accepted Date



RP PAINTERS, INC.
17282 AUTUMN BROOK LN
BRANDY STATION, VA 22714
CELL.(703)930-3265

TO: CLARK'S AUTOMOTIVE INC **Phone: (703) 330-8507** **Fax: (703) 330-2684**	**Reference: 8786 Commerce Ct.** **Manassas, VA 20110**
Att. Jack & Darlene Clark	**Date: August 6, 2025**

JOB DESCRIPTION

EXTERIOR

- Prep:
- Notes: Pressure wash to clean the surface of all foreign material. Remove any loose or flaking paint by mechanically scraping
- Spot Prime: LX21W0051 - Luxon XP Satin Waterproofing Masonry Coating Notes: Spot prime any areas of bare block exposed during the preparation process
- First Coat: LX21W0051 - Luxon XP Satin Waterproofing Masonry Coating Second Coat: LX21W0051 - Luxon XP Waterproofing Masonry Coating

TOTAL PRICE: $12,650.00
Labor & Material

Raul Penaloza
RP PAINTERS, INC

_____
CUSTOMER

Dias Concrete, Inc.

14600 Fitzwater Drive Nokesville, VA 20181
703-257-7333 (Fax) 703-257-3413 (Cell) 703-509-5592
diasconcrete@yahoo.com

Proposal Prepared For: Clark's Automotive

Date : 8/18/2025

8786 Commerce Court Manassas, Virginia 20110

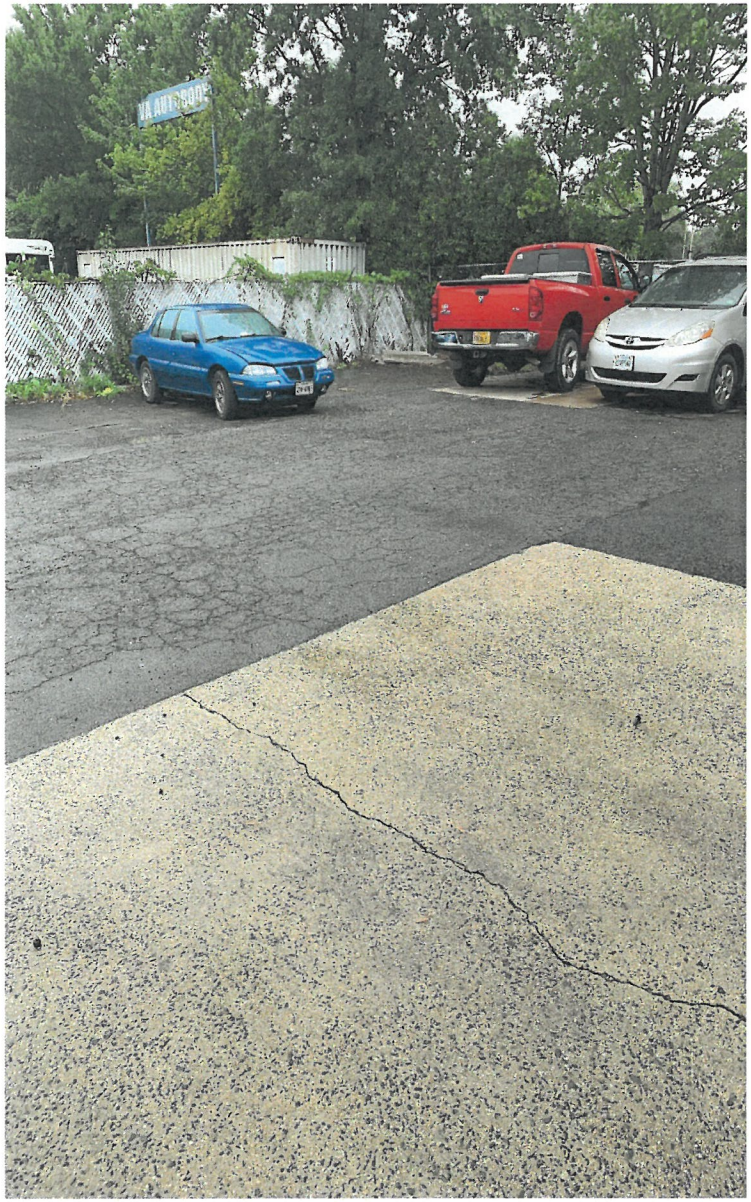
Proposal # 2621

Description	Quantity	Sq Feet	Linear Ft.	Price Per Item	Price
Remove & Replace Concrete Parking Area		260		$18.00	$ 4,680.00
				Total =	$ 4,680.00

Signature _____ Date _____










ZYF-4013




clark's
AUTOMOTIVE
8786
clark's
703-330-4507
HOURS


clark's
AUTOMOTIVE
703-330-8507







City Council Agenda Item Report

Agenda Item No. 3.5
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-151: Amending the Fiscal Year 2026 Budget by Budgeting and Appropriating $150,000 from Photo Red Light Fund Balance for the Purchase of Replacement Duty Weapons and Training
(Staff: Douglas Keen, Chief of Police)

Suggested Action and/or Recommendation

Approve Resolution #R-2026-151

Suggested Motion

I move that Resolution R-2026-151 be approved.

Item Type Resolutions
Submitting Department Finance
Meeting Body City Council
Item ID 2026-151
Drafter Sandra Mitchell
Meeting Date September 8, 2025

Fiscal Impact

$150,000 Photo Red Light Fund Balance

Executive Summary and Background Information

The City of Manassas Police Department has begun the process of transitioning from our currently issued Sig Sauer P320 handguns to the **Glock 45, 9mm** This change is being made as the Sig Sauer P320 nears the end of its service life and to ensure our officers are equipped with the most reliable and effective tools available. This upgrade reflects the department's ongoing commitment to equipping officers with safe, modern, and effective tools to serve and protect our community and provide the most up to date training. The transition is expected to be completed in **early 2026**.

This resolution will budget and appropriate $150,000 of Photo Red Light Fund Balance in the General Fund.

ATTACHMENTS

- R-2026-151 RES Photo Red Light Purchase

RESOLUTION R-2026-151

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 8th day of September, 2025, that the following funds be budgeted and appropriated as shown.

Photo Red Light Fund Balance for the Purchase of Replacement Duty Weapons and Training		
GENERAL FUND		
Revenue:		
10097317-314405 P1701	Red Light Photo Enforcement	150,000
Expenditure:		
10031717-462022 P1701	Range and Firearms Supplies	150,000

For: Photo Red Light Fund Balance for the Purchase of Replacement Duty Weapons and Training

This resolution shall take effect upon its passage.

_____

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

ATTEST:

_____

Eric Smith City Clerk

City Council Agenda Item Report

Agenda Item No. 3.6
Submitted by: Christen Miller
Submitting Department: Community Development
Meeting Date: September 8, 2025

Item Title

Ordinance #O-2026-9: Franchise for the Purpose of Installing, Operating, and Maintaining Telecom Conduits, Facilities, and Equipment in the Public Rights-of-Way within the Corporate Limits of the City of Manassas, Virginia
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)

Suggested Action and/or Recommendation

Approve Ordinance #O-2026-9

Suggested Motion

I move to approve Ordinance #O-2026-9.

Item Type Ordinances
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-9
Drafter Christen Miller
Meeting Date September 8, 2025

Advisory Board/Committee Review

City Council, July 28, 2025 (Closed Public Hearing)

Fiscal Impact

New one-time revenue to the General Fund. Amount will vary depending upon the amount of conduit installed.

Executive Summary and Background Information

The City received a request to grant a five-year non-exclusive franchise for the i nstallation, operation and maintenance of underground telecommunication conduits, cables, lines, wires, fibers, equipment and related facilities in the public right-of-way.

State law requires a public hearing before any such franchise is granted. The proposed public hearing is to consider awarding a franchise to CoxCom, LLC, d/b/a Cox Communications Northern Virginia. The draft ordinance sets the requirements that the franchise must follow and specifies a minimum annual fee of $1.00 per linear foot for each conduit installed.

ATTACHMENTS

- 2026-9 ORD City of Manassas Fiber Franchise - Cox

- ATTH01 Exhibit A - Route Map
- ATTH02 Exhibit B - DCSM
- ATTH03 Exhibit C - Certificate of Insurance
- ATTH04 Exhibit D - Surety and Construction Bonds

ORDINANCE #O-2026-9

First Reading
Second Reading
Enacted
Effective

AN UNCODIFIED ORDINANCE GRANTING A FRANCHISE TO COXCOM, LLC, D/B/A COX COMMUNICATIONS NORTHERN VIRGINIA("COX") FOR THE PURPOSE OF INSTALLING, OPERATING, AND MAINTAINING TELECOMMUNICATIONS CONDUITS, FACILITIES, AND EQUIPMENT IN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF MANASSAS, VIRGINIA

WHEREAS, the City of Manassas has the authority to grant franchises for the use and occupancy of public rights-of-way and other public places, subject to terms and conditions necessary to protect the public health, safety and welfare; and

WHEREAS, CoxCom, LLC, d/b/a Cox Communications Northern Virginia has submitted a request for a five (5) year franchise to construct, use, operate, maintain, repair and remove certain conduits, cables, lines, wires, fibers, equipment and related facilities beneath the public rights-of-way and other public places within the corporate limits of the City of Manassas; and

WHEREAS, following a public hearing pursuant to Virginia Code Section 15.2 1800 and with the recommendation of City staff, City Council has determined that it will be in the best interests of the City to grant this franchise to CoxCom, LLC, d/b/a Cox Communications Northern Virginia.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this, _____ that CoxCom, LLC, d/b/a Cox Communications Northern Virginia is hereby granted a franchise for a period of five (5) years from the effective date hereof, and is authorized and empowered to construct, use, operate, maintain, repair and remove certain conduits, cables, lines, wires, fibers, equipment and related facilities beneath the public rights-of-way and other public places within the corporate limits of the City of Manassas, subject to the following terms and conditions:

Section 1. Grant of Nonexclusive Franchise.

The City of Manassas grants to CoxCom, LLC, d/b/a Cox Communications Northern Virginia (hereinafter "Grantee") and its successors and assigns, the nonexclusive right to occupy and use the public rights-of-way and other public places within the corporate limits of the City to construct, use, operate, maintain, repair and remove certain underground conduits, cables, lines, wires, fibers, equipment and related facilities. The location of the initial installation by Grantee is as shown on **Exhibit A** which is attached hereto and incorporated into this ordinance by reference.

During the term of this franchise Grantee may also install its conduit and equipment in other rights-of-way and public places within the City, at such reasonable, suitable and convenient locations as determined by the City's Director of Public Works after consultation with the Grantee and review and approval of plans describing the work to be done.

While Grantee may lease, assign or otherwise contract for the placement of cables, wires, fibers and lines within the conduits installed pursuant to this franchise, the Grantee may not sublease or sublicense to any person or entity its rights under this franchise to place or maintain equipment or facilities in the public rights-of-way.

Nothing in this Ordinance affects (a) the right of the City of Manassas to grant to any other person or entity a franchise to occupy and use the public rights-of-way of the City, or (b) the right of the City of Manassas to occupy and use its public rights-of-way; provided that the exercise of such rights by the City will not unreasonably interfere with Grantee's facilities installed pursuant to this franchise or, except as otherwise provided by this Ordinance, by other law, or by agreement, cause Grantee's facilities to be relocated.

Section 2. Term.

The term of this franchise is five (5) years, beginning thirty (30) days after the franchise ordinance is adopted by the Manassas City Council or the date the adopted franchise is signed by a representative of the Grantee, whichever occurs first.

Section 3. Permit(s) Required: Compliance with Laws.

The Grantee will secure, prior to commencing any construction activities authorized by this franchise, all necessary permits and licenses in connection with the construction, use, operation, maintenance, repair and removal of Grantee's equipment and facilities, including but not limited to a street excavation permit pursuant to the Code of Ordinances, City of Manassas, §102-61. Issuance of the permit shall be based upon the City's review and approval of detailed plans and specifications of the planned installation submitted by Grantee for the City's approval, which approval shall not be unreasonably withheld or delayed.

The Grantee shall comply with all local, state, and federal laws, rules, regulations, orders, or other directives of the City of Manassas issued pursuant to this ordinance or with respect to the City's management of its public rights-of-way, or other exercises of its police power. Without limiting the foregoing, the Grantee specifically agrees to comply with all applicable provisions and requirements in the City's Design and Construction Standards Manual (DCSM) and in the approved project permit issued by the City of Manassas, each of which will be attached hereto as exhibits (beginning with **Exhibit B**) and incorporated herein by reference. The Grantee further agrees to comply with any time limits imposed on the work, and to promptly pay any required fees and charges of general application, including but not limited to permit fees, permit surcharges, inspection fees and street restoration charges. Grantee shall not be permitted to work in the City's rights of way on holidays or at other times specified in the Permit.

Section 4. Undergrounding of Equipment and Facilities Required.

All equipment and facilities authorized to be placed within the public right-of-way or in other public places by this franchise shall be placed underground. Underground installations shall be at a minimum depth of thirty-two inches (32"), and all underground installations shall be in conduits not greater than six inches (6") in diameter, unless otherwise authorized by any permit issued by the City. Grantee shall prepare and maintain accurate as-built plans and profiles of all work and will provide such records to the City upon completion of each permitted installation.

The work to be done by Grantee pursuant to this ordinance shall be done in such manner as not to damage any other underground installation of any other entity holding a franchise from the City or any

construction performed by the City itself, or by the Virginia Department of Transportation, or unnecessarily interfere with the making of connections by the City or by the citizens thereof with water pipes, sewerage pipes, or electrical lines, which may now or hereafter be laid or constructed by the City or by any other entity holding a franchise from the City. The Grantee agrees to comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Virginia Code §§ 56-265.14 through 56-265.32.

Except in the case of an emergency related to the safety, health and welfare of the public, the Grantee shall not, in connection with the construction, installation, operation, maintenance, ownership, upgrade, repair or removal of its facilities and equipment, close, restrict or obstruct the use of any public right-of-way by motor vehicles or pedestrians without the prior consent of the City of Manassas, which consent may be granted or withheld in the City's sole discretion.

Section 5. Quality of Work.

All work involved in the construction, use, operation, maintenance, repair and removal of Grantee's equipment and facilities shall be performed in a safe, thorough and reliable manner in accordance with industry, professional, state and federal mandated standards and using materials of good and durable quality. If, at any time, it is determined by an agency or authority of competent jurisdiction that the Grantee's telecommunications system is harmful to the health or safety of any person or property, then the Grantee shall, at its own cost and expense, promptly correct all such conditions. During the installation of facilities and equipment within the right-of- way the Grantee will take all necessary and prudent precautions for the protection of motorists and pedestrians.

Section 6. Emergencies.

During emergency situations related to the safety, health and welfare of the public, the Grantee shall take all reasonable measures to maintain or restore service, and to ensure the safety, health and welfare of the citizens of the City of Manassas. As soon as practicable, the Grantee shall notify the City Manager of the City of Manassas or the City's Director of Public Works or their designees, respectively, of any emergency situation affecting the operation of the telecommunications system within Grantee's conduits. Grantee shall coordinate its activities in responding to the emergency with the City and its employees, agents and contractors. The City Manager of the City of Manassas shall have the sole right to determine whether an emergency related to the safety, health and welfare of the public exists within the City of Manassas. Grantee shall provide the City with a 24-hour emergency contact telephone number, which is 877-627-5647.

Section 7. Restoration.

The Grantee shall, at its own cost and expense and in the manner directed by the City, replace, repair or restore to its prior condition any of the City of Manassas's public rights-of-way or property disturbed or damaged by Grantee, reasonable wear and tear excepted. Restoration of hard surface streets and public rights-of-way will require a comparable hard surface. If Grantee does not commence such replacement or repair within such reasonable time period or as otherwise agreed to by the parties and after notice by the City of Manassas to the Grantee, the City of Manassas may make such replacement or repair, and the Grantee shall pay the reasonable cost of the same.

Section 8. Relocation of Grantee's Facilities.

Upon written notice from the City of Manassas of a planned and authorized improvement or alteration of City rights-of-way or other property, or of a proposed relocation of any City- owned utilities that necessitate relocation of some or all of the facilities owned by the Grantee, the Grantee shall relocate at its own expense any such facilities within ninety (90) days of receipt of the notice. At the Grantee's request, the City may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. In the event the Grantee must relocate its facilities pursuant to this section, the City shall make available, at no cost to Grantee, permits and alternative space in the public rights-of-way for such relocation, provided that (i) such alternative space need not be in the exact same street but shall be in reasonable proximity to the previous location; and (ii) such alternative space is reasonably available elsewhere in the public rights-of-way.

Section 9. Conduit Fee.

For the rights and privileges granted herein, Grantee shall pay to the City, prior to the installation of any conduit pursuant to this franchise, an annual Conduit Fee in an amount equal to the sum of One and 00/100 Dollars ($1.00) for each linear foot of each conduit installed within any City right-of-way or other public place. As an example, the initial annual Conduit Fee for 36 conduits installed in 4,000 linear feet of City right-of-way will be $144,000.00.

The Conduit Fee for any installation shall be increased annually, effective on each anniversary date of the issuance of the permit approving the installation. The annual increase will be an amount equal to the greater of either (i) three (3) percent of the Conduit Fee for the prior twelve (12) month period, or (ii) the percent increase in the CPI-U over the prior CPI-U for the twelve (12) months prior to the adjustment date. As used in this franchise, the CPI-U means the revised monthly Consumer Price Index for All Urban Consumers for the Washington, D.C. Metropolitan Statistical Area for a twelve (12) month period ending in the preceding December as issued by the Bureau of Labor Statistics for the United States Department of Labor. If the CPI-U is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

The initial amount of the annual Conduit Fee for each installation shall be stated on the permit that authorizes the work. The right of the City to impose any lawful franchise, license, property or other tax upon the franchise herein granted and upon properties constructed or installed by the Grantee hereunder shall not be deemed to be waived, abridged or in any way affected by this Ordinance.

Section 10. Co-Location with the City.

In the event Grantee installs underground conduit that has additional space or capacity that will not be needed by the Grantee but that may be needed by the City for public purposes, Grantee and the City agree to negotiate in good faith an agreement that would allow co- occupancy of the conduit by the Grantee and the City. Nothing herein shall be construed to require the Grantee to involuntarily provide conduit space to the City of Manassas.

Section 11. Insurance.

Throughout the term of this franchise the Grantee shall, at its own cost and expense, maintain a

general commercial liability insurance policy or policies, in a form and in an amount agreed upon by both parties. Grantee shall provide a certificate of liability insurance demonstrating that the Grantee is maintaining the insurance requirements of this section, which certificate shall be attached hereto as **Exhibit C**, and incorporated herein by reference. Such policy or policies shall be issued by companies duly authorized or permitted to do business in the Commonwealth of Virginia. Such policy or policies shall insure (a) the Grantee and (b) the City of Manassas and its officials, boards, commissions, council, officers, agents and employees against each and every form of liability of the Grantee referred to in this Ordinance in the minimum combined single limit amount of Three Million Dollars ($3,000,000.00) for bodily injury and property damage (limits may be satisfied with primary and / or excess coverage). Grantee shall also provide verification that it maintains commercial automobile liability insurance, workers' compensation insurance, and employers' liability insurance in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this franchise.

The foregoing minimum limitation shall not prohibit the Grantee from obtaining a liability insurance policy or policies in excess of such limitations. The City of Manassas, its officials, boards, commissions, council, officers, agents and employees shall be named as additional insureds to the full extent of any limitation contained in any such policy or policies obtained by the Grantee. Upon receipt of notice from its insurer(s), Grantee shall use commercially reasonable efforts to provide the City with thirty (30) days prior written notice of cancellation of any coverage unless such coverage is immediately replaced without interruption.

Section 12. Indemnification.

The Grantee shall defend, indemnify and hold harmless the City of Manassas, its officials, officers, employees, agents, and attorneys, from and against all liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the construction, installation, operation, maintenance, upgrade, repair or removal of the Grantee's facilities, except to the extent that such liabilities, damages, costs and expenses are caused by the City of Manassas's negligence or willful misconduct. The City of Manassas shall notify the Grantee within twenty (20) days of any claims, demands, or actions ("Claims") covered by this indemnity after which the Grantee shall defend such Claims. The Grantee shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such Claim, and the City of Manassas shall cooperate in the defense of such Claims. The foregoing indemnity obligations shall not apply to Claims arising from the gross negligence or willful misconduct of City of Manassas; however, they shall apply to Claims allegedly arising from the joint negligence of the Grantee and City of Manassas, provided that in such cases, the amount of the Claims for which the City of Manassas shall be entitled to indemnification shall be limited to that portion attributable to the negligence of the Grantee.

Neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages arising in any manner whatsoever, including, but not limited to, either party's negligence, out of the use of the public right-of-way, or either party's actions or omissions in regards thereto.

Section 13. Surety and Construction Bonds: Other Remedies.

(a) To ensure Grantee's faithful performance under this Ordinance, proper restoration of the public rights-of-way, and to ensure work is done in a proper manner without undue damage to the streets or

other property of the City of Manassas, Grantee shall furnish to the City of Manassas and maintain for the duration of this franchise a surety bond made payable to the City of Manassas, in the amount of Twenty Thousand and 00/100 Dollars ($20,000.00). The initial surety bond(s) is attached hereto as **Exhibit D**. The City may require Grantee, within thirty (30) days of written notice, to increase the amount of the surety bond by the percentage increase in the most recently published Consumer Price Index (CPI-U, all products) since the posting of the surety bond or any prior increase of the surety bond. The surety bond shall be written by a corporate surety or bank reasonably acceptable to the City of Manassas and authorized or permitted to do business in the Commonwealth of Virginia.

(b) The Grantee shall also provide a construction bond in the amount of Twenty Thousand and 00/100 Dollars ($20,000) prior to beginning each installation of conduit authorized by this franchise. Each construction bond shall be written by a corporate surety or bank reasonably acceptable to the City of Manassas and authorized or permitted to do business in the Commonwealth of Virginia, and shall remain in effect through the date the City has inspected and approved the work performed by the Grantee. For any particular permit the City may alter the amount of the construction bond, based on the nature and extent of the work to be performed by the Grantee.

(c) The bonds required hereunder shall not in any way be considered to limit Grantee's obligations or liabilities hereunder. The City may draw upon the applicable bond for any nonpayment by Grantee, for any expenses the City of Manassas incurs due to non- performance by Grantee, and for reasonable monetary penalties for non-performance as set forth in a schedule adopted by City Council from time to time. Whenever the City of Manassas draws upon a bond, Grantee shall replenish the bond within thirty (30) days after notice thereof.

(d) The City of Manassas may use any lawful collection method to recover costs due to it under the terms of this Ordinance, including removal costs following termination of the franchise. Grantee shall be liable to the City of Manassas for all costs of collection, including a reasonable attorney's fee. This fee-shifting provision shall survive termination of this Ordinance.

(e) The City of Manassas may enforce any provision of this Ordinance by an action for mandamus or injunction. If the City of Manassas obtains a writ of mandamus or an injunction to enforce any provision of this Ordinance, Grantee shall pay the City of Manassas its cost of litigation, including a reasonable attorney's fee and expert witness fees.

Section 14. Damage to City Property: Notice.

In the event the Grantee, in the construction, installation, use, maintenance or repair of its fiber optic infrastructure or facilities, damages any City-owned property, the Grantee will promptly, but temporarily, stabilize the damage to enable the City to make immediate, permanent repairs. The City shall promptly submit an invoice to the Grantee for costs incurred in making such repairs. The Grantee agrees to promptly reimburse the City for the repairs to City- owned property necessitated by the damage caused by the Grantee or its contractors or agents. Grantee further agrees to give to the City prompt written notice of any damage to non-City-owned property or personal injury resulting, directly or indirectly, from the work authorized by this franchise.

Section 15. Transfer of Franchise.

Neither the franchise, nor any rights or obligations of the Grantee pursuant to this Ordinance, nor any guaranty of the performance of the Grantee's obligations pursuant to this Ordinance, shall be assigned, sold, sublicensed, subleased or transferred in any manner, in whole or in part, without the prior written consent of the City of Manassas to any such transfer, which consent shall not be unreasonably withheld, delayed or denied; provided, however, that Grantee shall have the right, without the City of Manassas's consent, to assign or transfer this Agreement, in its entirety, to any parent, subsidiary or affiliate of Grantee, or to any Person which shall control, be under the control of, or be under common control with Grantee, or to any corporation into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets or stock of Grantee or all or substantially all of the assets of Grantee located within a defined geographic area. Grantee shall give the City of Manassas contemporaneous notice of any such assignment or transfer, which notice shall detail the name and contact individual for the assignee or transferee. Any successor, assignee or transferee of the Grantee shall be required to execute a written acknowledgement that it is subject to all the provisions, obligations, stipulations and penalties herein prescribed.

Section 16. Expiration or Termination: Removal of Property.

(a) Upon the expiration of the term of this franchise, and upon the termination of the rights hereby granted, by surrender, forfeiture, or otherwise, all of the Grantee's facilities and equipment in the public rights-of-way of the City by virtue of this franchise may be removed at the expense of Grantee within a reasonable time after the expiration or termination of such rights and privileges. All public rights-of-way and City property must be returned to their original condition if any property is removed.

(b) The City of Manassas, at its option, may terminate this Ordinance upon any material breach hereof by the Grantee should the Grantee fail to correct such breach within ninety (90) days after receiving written notice of such material breach from the City of Manassas or, if the breach cannot reasonably be corrected within ninety (90) days, within a reasonable time.

(c) The Grantee may terminate this Ordinance upon one (1) year's written notice to the City of Manassas.

(d) Pursuant to Virginia Code §15.2-2100 (B), upon termination or expiration of this Agreement for any reason, the City of Manassas shall have the option to purchase some or all of the Grantee's facilities and equipment at its then fair market value. Upon Grantee's abandonment of some or all of its facilities and equipment, the City may take title to some or all of the abandoned portions, allow some or all of it to be abandoned in place, or make such other disposition as the City of Manassas, in its sole and absolute discretion, may choose.

Section 17. Continuing Obligation and Holdover.

If the Grantee continues to use its equipment and facilities installed pursuant to this franchise after expiration of the term of the franchise, then the Grantee shall continue to comply with all applicable provisions of this Ordinance and other City laws and ordinances, including, without limitation, all use fees and other payment provisions of this Ordinance and other City laws

and ordinances, throughout the period of such continued use.

Section 18. Notices.

All notices shall be in writing and deemed properly given or made upon receipt if delivered by nationally recognized overnight courier, registered or certified mail, postage prepaid to the addresses listed below:

To Grantee:

Cox Communications
ATTN: Government Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

With a copy to:

Cox Communications
ATTN: Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

To the City:

City of Manassas Director of
Public Works 9500 Public
Works Drive Manassas, VA
20110

With a copy to:

City of Manassas
City Attorney
4th Floor, 9027
Center Street
Manassas, VA 20110

Section 19. Severability and Integration.

A determination by a court of competent jurisdiction that any provision of this franchise agreement or any part thereof is illegal or unenforceable shall not invalidate the remainder of this agreement or such provision, which shall continue to be in effect. This agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings. This Agreement cannot be modified except in writing signed by the party to be bound.

Section 20. No Implied Waiver.

No delay or omission by a party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

Section 21. Governing Law.

This franchise and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

This ordinance shall become effective upon second reading.

_____

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

ATTEST:

_____

Eric W. Smith City Clerk
MOTION:
SECOND:
RE:
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

Exhibit A – Installation Map

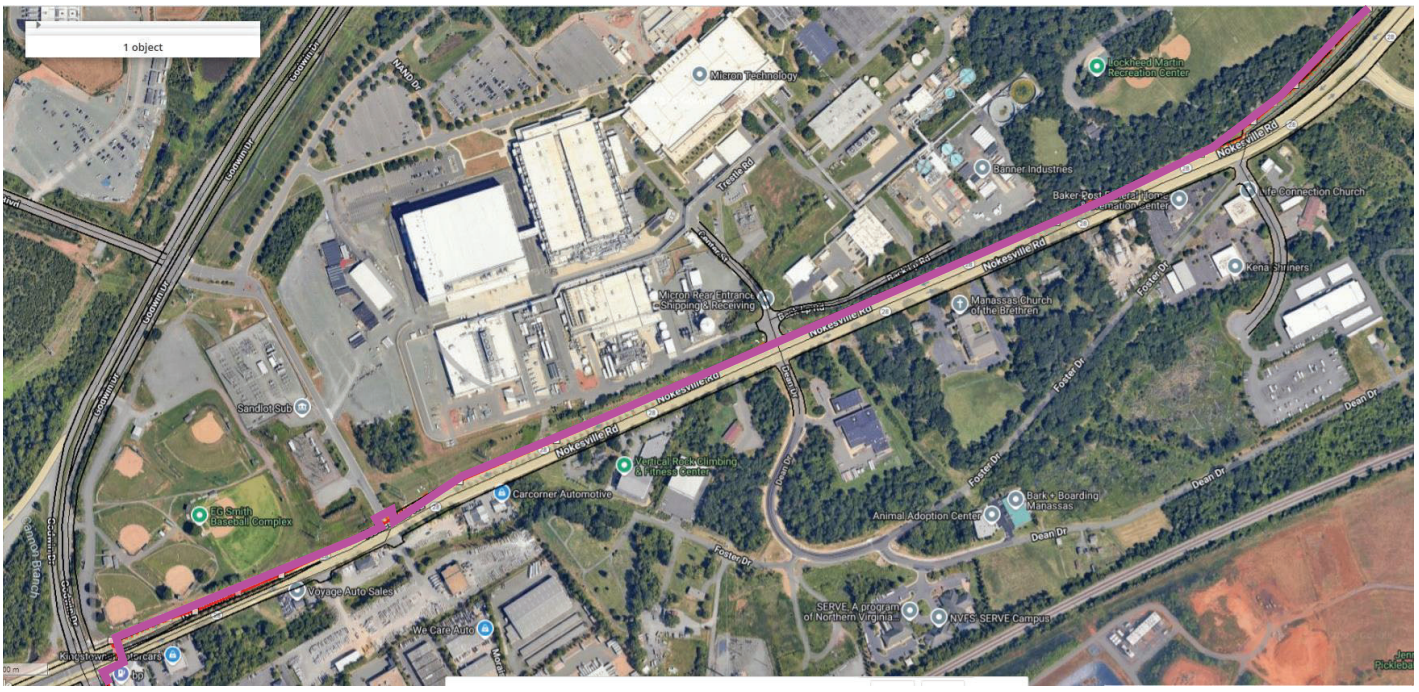
Exhibit B - Design and Construction Standards Manual

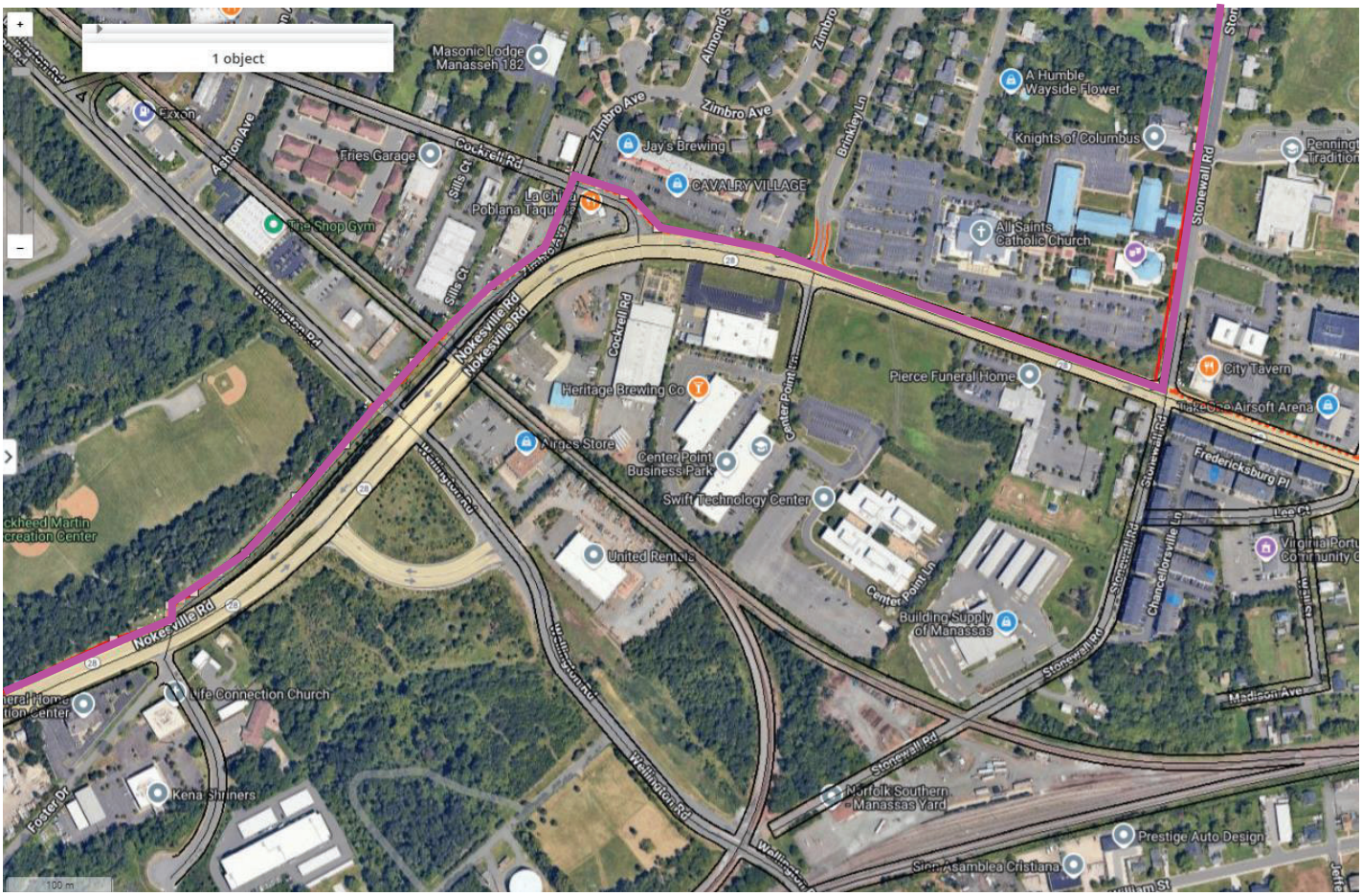
Exhibit C – Certificate of Liability Insurance

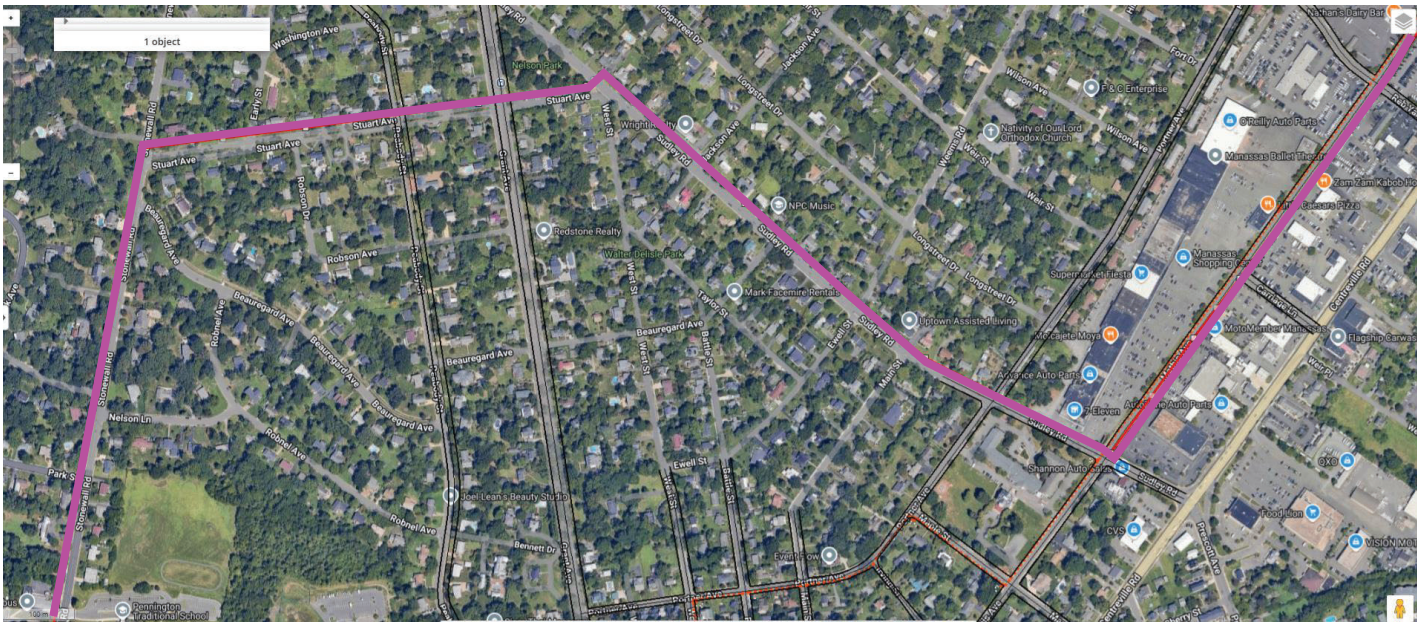
Exhibit D – Surety Bond

Reroute


1 object
Nokesville Rd
Prince William Pkwy
Cannon Branch
Prince William Chamber of Commerce
Tru by Hilton Manassas
Extra Space Storage
Gateway Blvd
Ratcliffe Trl
Speiden Trail
Buchanan Lp
Siria's Pet Services
Brickyard Wy
Hopkins Lp
Capital Ct
Carolina Dr
Phair Way
Amee Dr
The Black Sheep Restaurant


1 object
Micron Technology
Nokesville Rd
Banner Industries
Manassas Church of the Brethren
Micron Rear Entrance - Shipping & Receiving
Sandlot Sub
EG Smith Baseball Complex
Carcorner Automotive
Vertical Rock Climbing & Fitness Center
Animal Adoption Center
Bark + Boarding Manassas
Voyage Auto Sales
We Care Auto
SERVE - A program of Northern Virginia
NVFS SERVE Campus
Foster Dr
Dean Dr
Trestle Rd
Kena Shriners


1 object
Masonic Lodge Manasseh 182
A Humble Wayside Flower
Knights of Columbus
Jay's Brewing
CAVALRY VILLAGE
Fries Garage
The Shop Gym
All Saints Catholic Church
Heritage Brewing Co
Pierce Funeral Home
City Tavern
Airgas Store
Center Point Business Park
Swift Technology Center
United Rentals
Building Supply of Manasses
Life Connection Church
Kena Shriners
Norfolk Southern Manassas Yard
Prestige Auto Design
Nokesville Rd
Wellington Rd
Stonewall Rd
Cockrell Rd
Zimbro Ave
Ashton Ave
Sills Ct
Center Point Ln
Fredericksburg Pl
Madison Ave


1 object
Washington Ave
Stuart Ave
Nelson Park
Redstone Realty
Walter Dellinger Park
NPC Music
Mark Facemire Rentals
Uptown Assisted Living
Nativity of Our Lord Orthodox Church
P & C Enterprise
O'Reilly Auto Parts
Manassas Ballet Theatre
Robson Ave
Beauregard Ave
Nelson Ln
Ewell St
Longstreet Dr
Wellington Rd
Stonewall Rd
Centreville Rd
Wilson Ave
Weir St
Godby Rd
Jackson Ave
West St
Early St
Bennett Dr
Portner Ave


1 object
Liberia House Historic Site
Temporarily closed
Carpet and House Cleaning CMP
Capital Resources
Supreme Tobacco and Vapor
7-Eleven
Carmart VA
The Salisbury Center
The Magic Putting Place
Nathan's Dairy Bar
Exxon
Dunkin
Sheehy Nissan of Manassas
KM MOTORS
IHOP
Super 8 by Wyndham Manassas
Tony's New York Pizza
H Mart Manassas
Taco Bell
Rental Center at The Home Depot
The Home Depot
Public Storage
District Home Assisted Living
Birmingham Green
PSP Products
JDM City Virginia
House of Philly
ARS / Rescue Rooter
Measurement Tool
Total Length : 27902.03 ft
Area : 3594893.19 ft²
Close

Exhibit B

City of Manassas
Design and Construction Standards Manual

Most current standards are found on the City's website:

https://www.manassasva.gov/community_development/development_services/dcsm,_letters_to_industry_and_technical_memos.php

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
1050 Crown Pointe Parkway, Suite 600
Atlanta GA 30338

CONTACT NAME: Linda Smith
PHONE (A/C, No, Ext): 678-393-5228 **FAX (A/C, No):** 678-393-5240
E-MAIL ADDRESS: linda_smith@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : AIU Insurance Company	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cox Communications, Inc.
Cox Virginia Telcom, LLC
PO Box 105357
Atlanta GA 30348

COVERAGES **CERTIFICATE NUMBER:** 1551885460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		GL3609413	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 30,000,000 $ 6,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA4888803 CA7281099	1/1/2025 1/1/2025	1/1/2026 1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC080772120 WC080772121 WC080772122	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Install Equipment/Services on Customer Premises.
City Of Manassas is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City Of Manassas
8500 Public Works Drive
Manassas VA 20110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christopher R. Ward

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY LEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Manassas 8500 Public Works Drive Manassas, VA 20110
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Manassas 8500 Public Works Drive Manassas, VA 20110	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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FRANCHISE BOND

Bond No. 20BSBJJ7551

KNOW ALL MEN BY THESE PRESENTS, that we, CoxCom, LLC dba Cox Communications Northern Virginia
1341 Crossways Blvd., Chesapeake, VA 23320 ,as Principal,
and Hartford Fire Insurance Company ,
a corporation of the State of Connecticut , as Surety, are held and firmly bound unto
City of Manassas
9027 Center Street, Manassas, VA 20108 , as Obligee,
in the sum of Twenty Thousand & 00/100 ---------- Dollars,
($20,000.00) lawful money of the United States of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a written agreement, dated _____, with the Obligee which grants a Franchise to the Principal to

install, operate, and maintain telecommunications conduits. facilities, and equipment - Franchise Agreement Ordinance No. O-2026-9

Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with the like force and effect as if here in set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the even of a default on the part of the Principal, its successors or assigns, a written statement of such default with full detail thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Obligee shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by Surety by Thirty (30) days prior notice in writing to Principal and to Obligee. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligee, and its successors and assigns.

IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands and seals on the 4th day of September 2025 , . This bond is effective the 4th day of September , 2025 .

CoxCom, LLC dba Cox Communications Northern Virginia

By: _____

Principal

Hartford Fire Insurance Company

By: Karen L Roider
Karen L. Roider Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Name:** MARSH USA LLC

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited***:***

Karen L. Roider
of
St. Louis, MO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney**.**

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 4, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

THE HARTFORD

Business Insurance
Employee Benefits
Auto
Home

SURETY BOND DIGITAL SEAL & ELECTRONIC SIGNATURES
The Hartford Financial Services Group, Inc.

To Our Valued Partners:

The Hartford has authorized its Attorneys-in-Fact to utilize electronic signatures and to affix the electronic corporate seal in a digital format, in lieu of its traditional raised seal to any bond document issued on its behalf by any such Attorney-in-Fact.

The Hartford agrees and affirms the validity of electronic signatures of its Attorneys-in-Fact and confirms that the digital corporate seal affixed to any bond document is equivalent to its raised corporate seal had it been affixed to the bond document itself.

Effective this 29th day of July, 2024.







The Hartford

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

The Hartford Financial Services Group, Inc.
P.O. Box 958461
Lake Mary, FL 32795

P: 888-656-0817
F: 877-257-2166
www.thehartford.com/bond
www.thehartford.com
www.facebook.com/thehartford
www.twitter.com/thehartford

City Council Agenda Item Report

Agenda Item No. 5.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: September 8, 2025

Item Title

Resolution R-2026-162 Authorizing a Closed Meeting
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution R-2026-162 Authorizing a Closed Meeting.

Suggested Motion

Item Type Authorize a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council
Item ID 2026-162
Drafter Eric Smith
Meeting Date September 8, 2025

ATTACHMENTS

- R-2025-162 Authorize A Closed Meeting

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-___**

RE: RESOLUTION AUTHORIZING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, it is necessary for the City Council to discuss and consider whether to dispose of City-owned real property located near downtown for commercial purposes, and near Godwin Drive for residential purposes, and the terms and conditions for a proposed sale of each of the two properties, and a discussion of those terms and conditions in an open meeting would adversely affect the City's bargaining position or negotiating strategy; and,

WHEREAS, pursuant to Virginia Code §§ 2.2-3711 (A) (3) these discussions regarding the purchase of real property may take place in a duly convened closed meeting of City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby authorizes the discussion of the terms and conditions for the purchase of real property, in a closed meeting of the Council.

_____
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 Council Agenda Item Report

Agenda Item No. 6.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: September 8, 2025

Item Title

Resolution #R-2026-163 Certifying a Closed Meeting
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution R-2026-163 Certifying a Closed Meeting

Suggested Motion

Item Type Certify a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council
Item ID 2026-163
Drafter Eric Smith
Meeting Date September 8, 2025

ATTACHMENTS

- R-2025-163 Certify The Closed Meeting

MOTION: **September 8, 2025**
Regular Meeting
SECOND: **Res. No. R-2026-____**

RE: RESOLUTION CERTIFYING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, immediately prior to this Resolution the City Council of the City of Manassas adjourned into a closed meeting in accordance with the provisions of the Virginia Freedom of Information Act; and,

WHEREAS, the Freedom of Information Act requires a certification by City Council that such closed meeting was conducted in the manner required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby certifies that to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the City Council.

_____
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: