City of Manassas, Virginia
City Council Meeting

AGENDA

City Council Regular Meeting & Public Hearings
Council Chambers
Monday, August 27, 2018

Call to Order - 5:30 p.m.

Roll Call

Invocation and Pledge of Allegiance

Community and Staff Presentations

Presentation: Honoring Lieutenant Steven A. Neely for his Thirty-One Years of Service to the City of Manassas
(Staff: Douglas W. Keen, Chief of Police)

Presentation: Honoring Trudy Thomas for her Twenty-Nine Years of Service to the City of Manassas
(Staff: Tony Dawood, Utilities Director)

Promotional Ceremony for Fire and Rescue Department
(Staff: Rob Clemons, Fire and Rescue Chief)
Agenda Statement - Fire and Rescue Promotions

RECESS

The Mayor and City Council will take a brief recess to congratulate the public safety officers recognized and promoted.

Council Time

Mayor Time
Staff Reports

1. 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.

1.1 City Council Minutes: July 23, 2018, July 24, 2018, and July 31, 2018
(Staff: Andrea P. Madden, Assistant to the City Manager - City Clerk)
Agenda Statement - City Council Minutes
City Council Minutes: July 23, 2018
City Council Minutes: July 24, 2018
City Council Minutes: July 31, 2018

1.2 Resolution #R-2019-04: Honoring Lieutenant Steven A. Neely for his Thirty-One Years of Service to the City of Manassas
(Staff: Douglas W. Keen, Chief of Police)
Agenda Statement - Resolution #R-2019-04
Resolution #R-2019-04

1.3 Performance Bond Release: CMI Decorating Plan – SP#17-00000017
(Staff: Vanessa A. Watson, Development Services Coordinator)
Agenda Statement - Bond Release - CMI Decorating Plan
Backup - Location Graphic: CMI Decorating Plan
Backup - Site Plan: CMI Decorating Plan
Certificate of Compliance: CMI Decorating Plan

1.4 Erosion Control Bond Replacement:
Manassas Gateway Rough Grading Plan – SP#17-00000012
(Staff: Vanessa A. Watson, Development Services Coordinator)
Agenda Statement - Bond Release - Manassas Gateway Rough Grading Plan
Backup - Location Graphic: Manassas Gateway Rough Grading Plan
Backup - Site Plan: Manassas Gateway Rough Grading Plan
Certificate of Compliance: Manassas Gateway Rough Grading Plan

1.5 Performance Bond and Erosion Control Bond Release:
8917 Sudley Road Lot Grading Plan – SP#17-00000030
(Staff: Vanessa A. Watson, Development Services Coordinator)
Agenda Statement - Bond Release - 8917 Sudley Road Lot Grading Plan
Backup - Location Graphic: 8917 Sudley Road Lot Grading Plan
Backup - Site Plan: 8917 Sudley Road Lot Grading Plan
2. **Ordinances and Resolutions**

2.1 **Ordinance #O-2019-01**: An Ordinance to Amend and Reenact the Code of Ordinances, City of Manassas, Virginia (2002), as Amended, by Amended Sections 30-222, 30-223 and 30-226 of Article V (Massage Ordinance) of Chapter 30 (Businesses) Related to Specific Unlawful Acts in Massage Establishments (First Reading)
(Staff: Douglas W. Keen, Chief of Police)

*Agenda Statement - Ordinance #O-2019-01*

Ordinance #O-2019-01
Ordinance #O-2019-01 - Redline

2.2 **Uncodified Ordinance #O-2019-02**: Granting a 5 year Franchise to SummittIG, LLC to Provide Telecommunication Services (First Reading)
(Staff: Bryan Foster, Deputy City Manager and Craig Brown, City Attorney)

*Agenda Statement - Uncodified Ordinance #O-2019-02*

Uncodified Ordinance #O-2019-02

2.3 **Resolution #R-2019-10**: Tripartite Agreement for the Operation and Use of the Freedom Aquatic & Fitness Center
(Staff: W. Patrick Pate, City Manager)

*Agenda Statement - Resolution #R-2019-10*

Resolution #R-2019-10

3. **New Business**

3.1 **Annual Report**: Manassas Regional Airport Commission for Fiscal Year 2018
(Staff: Juan E. Rivera, Airport Director)

*Agenda Statement - Airport Commission Annual Report*

4. **Public Hearings**

4.1 **Public Hearing**: Resolution #R-2019-12: Authorize Use of Eminent Domain for Road Improvements to Route 28 – Nokesville Road
(Staff: Bryan Foster, Deputy City Manager and Craig Brown, City Attorney)

*Agenda Statement - Public Hearing Resolution #R-2019-12*

Resolution #R-2019-12
Resolution #R-2019-12: Exhibit 1
Resolution #R-2019-12: Exhibit 2
5. **Citizens' Time - 7:30 p.m.**

The citizens' portion of the agenda is set aside for those citizens who wish to address the Council for less than three minutes each. Citizens need not give prior notice to the City to speak during the citizens' time portion of the agenda. Citizens 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.

6. **Authorize the Closed Meeting**

Virginia Code Section 2.2-3711 A (3) and A(5):
1. Acquisition of Real Properties for Public Park and Public Safety Purposes
2. Prospective or Expanding Business or Industry

6.1 **Authorize a Closed Meeting**

Agenda Statement - Authorize a Closed Meeting

7. **Certify the Closed Meeting**

7.1 **Certify the Closed Meeting**

Agenda Statement - Certify a Closed Meeting

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

Meeting Date: August 27, 2018

Time Estimate: 10 Minutes

Agenda Title: Promotional Ceremony for Fire and Rescue Department

Recommendation: Recognize Promoted Members of Fire and Rescue Department and Administer Oath of Office

Motion: N/A

Date Last Considered by City Council: N/A

Summary and/or Comments: The Fire and Rescue Department recently promoted three members:
- Captain Matthew Fox
- Lieutenant Karl Sampson
- Master Technician Adam Potter

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: Rob Clemons, Fire and Rescue Chief
rclemons@manassasva.gov
(703) 257-8465
<table>
<thead>
<tr>
<th><strong>Meeting Date:</strong></th>
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</tr>
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<tr>
<td><strong>Time Estimate:</strong></td>
<td>Consent Agenda</td>
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<tr>
<td><strong>Agenda Title:</strong></td>
<td>City Council Minutes: July 23, 2018, July 24, 2018, and July 31, 2018</td>
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<tr>
<td><strong>Recommendation:</strong></td>
<td>Approve</td>
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| **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 Minutes of July 23, 2018, July 24, 2018, and July 31, 2018 be approved. |
| **Date Last Considered by City Council:** | N/A |
| **Summary and/or Comments:** | N/A |
| **Board – Committee – or Commission Reviewed:** | N/A |
| **Fiscal Impact:** | N/A |
| **Staff Contact:** | Andrea P. Madden, Assistant to the City Manager / City Clerk  
amadden@manassasva.gov  
(703) 257-8280 |
A Regular Meeting of the Council of the City of Manassas, Virginia was held in Council Chambers, City Hall, on the above date with the following present on roll call: Mayor Harry J. Parrish II, Vice Mayor Sheryl L. Bass, Council Members Marc T. Aveni, Ken D. Elston, Ian T. Lovejoy, and Pamela J. Sebesky; City Manager W. Patrick Pate, Assistant to the City Manager/City Clerk Andrea P. Madden, Deputy City Clerk Rose V.B. Spring, City Attorney S. Craig Brown, Deputy Fire and Rescue Chief Todd E. Lupton, Social Services Director Ronald King, Economic Development Director Patrick J. Small, and Parks, Culture and Recreation Manager Kisha Wilson-Sogunro.

Mayor Parrish called the meeting to order at 5:30 p.m., delivered the invocation, and led those present in the Pledge of Allegiance.

Council Member Mark D. Wolfe arrived at 5:49 p.m.

Community and Staff Presentations

2018 Freshman Fire and Rescue Camp Recognition

Deputy Fire and Rescue Chief Todd Lupton, Master Technician Kevin Shafer, Mayor Parrish, and City Manager W. Patrick Pate recognized and congratulated those who participated in the 2018 Freshman Fire and Rescue Camp.

Recess

The Mayor and City Council took a brief recess to congratulate the 2018 Freshman Fire and Rescue Camp cadets.

Council Time

Vice Mayor Bass stated that the Economic Development Authority met and elected Mark Olsen as the Chairman, Gary Jones as the Vice Chairman, Scott Hepburn as the Treasurer, and Miguel Pires as the Secretary. Vice Mayor Bass reported that she and the Mayor met with representatives from the Boy Scouts of America, National Capital Area Council, who reached out to see how the Boy Scouts of America could be more involved in the community. Vice Mayor Bass reported that the Old Town Business Association held a Community Conversation at their last meeting. Vice Mayor Bass informed the community that the George Mason University science and technology campus in Manassas offers a variety of classes in the summer for students.

Council Member Aveni informed the community that a work session of the City Council will be held on Tuesday, July 24 at 5:30 p.m. in the second floor conference room at City Hall and the discussion will be focused on the Manassas City Public Schools budget and school funding options.

Council Member Wolfe reported that he attended a Council of Governments retreat that was focused on affordable housing and emergency response and preparedness.
Council Member Lovejoy congratulated the Manassas City Police Department on their entry into the lip sync challenge. Council Member Lovejoy invited the community and business leaders to a “Pizza and Policy” meeting on Thursday, August 23 at 12:00 p.m. at CenterFuse. Council Member Lovejoy announced that on Saturday, September 1, he will host “Coffee with your Councilman” at Jirani’s Coffeehouse at 9:00 a.m.

Council Member Elston congratulated the Fire and Rescue camp cadets and the Greater Manassas Baseball League Girls Softball U-8 and U-10 teams that will be competing in the Babe Ruth World Series. Council Member Elston offered his condolences to the Orndoff family. Council Member Elston reported that Centerfuse won Outstanding Business of the Year at the Virginia Department of Housing and Community Development, Main Street Program. Council Member Elston advised residents to be mindful that with all the rain, trash and debris will get carried into the Chesapeake Bay.

Council Member Sebesky congratulated the Fire and Rescue camp cadets and offered her condolences to the Orndoff family. Council Member Sebesky informed the community that the next two Community Conversations will be on Thursday, August 2 at 12:00 p.m. at CenterFuse, hosted by the Manassas Business Council, and Thursday, August 9 at 7:00 p.m. at Public Works, hosted by the Utility Commission. Council Member Sebesky reported that a City Council Work Session is scheduled for Tuesday, July 24 at 5:30 p.m. and a Joint Finance Committee meeting is scheduled for Tuesday, July 31 at 6:00 p.m. Council Member Sebesky offered her thoughts on the Resolution regarding the Health Eating Active Lifestyle (HEAL) campaign on the agenda.

Mayor Time

Mayor Parrish offered his condolences to the Orndoff family on their recent loss.

Staff Reports

Mr. Pate reported that the Manassas City Police Department successfully participated in the lip sync challenge and thanked the Department for the effort.

Mr. Pate reported that many Manassas businesses won Best of the Region Awards from Inside NOVA.

Mr. Pate thanked the community for attending the Community Conversations that have been hosted.

Mr. Pate informed the community that National Night Out is on Tuesday, August 7 from 6:00 p.m. to 9:00 p.m. with Police demonstrations at the Manassas Museum. A variety of other communities will be participating in neighborhood events that evening.

Mr. Pate reported that the African American Heritage Festival will be held on Saturday, August 4 at Metz Middle School and that Manassas History Weekend will be held August 24 – 26.
1) Consent Agenda

1.1 City Council Minutes: July 9, 2018
1.2 Resolution 2019-01-R: Amending the FY 2019 Budget by Budgeting and Appropriating $300,000 of Sewer Fund Fund Balance for a Gateway Wastewater Metering Vault
1.3 Resolution 2019-01-R: Amending the FY 2019 Budget by Budgeting and Appropriating $188,081 of State Medicaid Expansion Revenue to Hire 3 Additional Benefit Programs Specialist Positions

VICE MAYOR BASS MOVED to approve Consent Agenda Items 1.1 through 1.3 and that the reading of the ordinances be dispensed. Seconded by Council Member Aveni. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, Sebesky, and Wolfe. MOTION CARRIED.

2) Ordinances and Resolutions

2.1 Resolution #R-2019-05: Support for the Healthy Eating Active Lifestyle (HEAL) Cities & Towns Campaign

Kisha Wilson-Sogunro, Parks, Culture & Recreation Manager, stated the Health Eating Active Lifestyle (HEAL) campaign has been proposed by the Parks and Recreation Committee. The HEAL campaign aims to reduce and prevent chronic diseases by engaging municipal leaders to champion healthy eating and active living through adoption of policy and promotion to residents and municipal employees. The Parks and Recreation Committee and staff are recommending approval and adoption of Resolution #R-2019-05.


2.2 Resolution #R-2019-07: Adult Detention Center Supplemental Agreement

W. Patrick Pate, City Manager, stated Resolution #R-2019-07 proposes the approval of the Adult Detention Center Supplemental Agreement which modifies the 2002 Agreement with regard to the Adult Detention Center and the Redoubt Road Property. Mr. Pate stated that the Supplemental Agreement formalizes arrangement to relocate the Work Release program from its current location at the Iron Building to the Adult Detention Center. Following the relocation, Prince William County will reconvey the 10558 Redoubt Road property to the City of Manassas. Mr. Pate recommended approval and adoption of Resolution #R-2019-07.

2.3 Resolution #R-2019-08: Northern Virginia Workforce Development Board Area XI Consortium Agreement

Ronald King, Social Services Director, introduced David Hunn, Executive Director of the Northern Virginia Workforce Development Board and President and CEO of SkillSource Group, Inc. to discuss Resolution #R-2019-08 and Resolution #R-2019-09. Mr. Hunn stated that Northern Virginia Workforce Development Board Area XI Consortium Agreement brings seven regions together to utilize the federal workforce funds collectively. Mr. Hunn stated that Consortium Agreement is up for renewal every two years.


2.4 Resolution #R-2019-09: Approving the 2018 – 2020 Umbrella Memorandum Understanding (MOU) for the Virginia Career Works – Northern Region

Mr. Hunn stated that the Memorandum of Understanding is on a two year term and is between the Virginia Career Works – Northern Region and its partners in the Northern Virginia Workforce System.


3) Public Hearing

Mayor Parrish read an affidavit of publication that was before him signed by an authorized agent of the Prince William Times newspaper certifying that the public hearings listed on the evening’s agenda were published in conformance with Virginia law and City ordinances.

6.1 Public Hearing: Center for the Arts Lease

Craig Brown, City Attorney, stated that the Public Hearing is being held because the City is proposing to lease City owned property to a private entity. The City intends to lease the Candy Factory building to the Center for the Arts of Greater Manassas and Prince William County. Mr. Brown stated that the proposed lease is for five years beginning July 1, 2018 with an annual rent amount of $27,984.00. Mr. Brown noted that the lessee would be responsible for utilities and routine maintenance and the City would be responsible for capital improvements and replacements.
Mayor Parrish opened the public hearing and invited anyone wishing to speak in favor of or in opposition to the Center for the Arts Lease to come forward and address the City Council.

Keith Segerson, President of the Board of Directors for the Center for the Arts, spoke in support for the lease and thanked the City Council for their two decades of participation, support and collaboration for the Center of the Arts and the Merchant family for their donation of the building and parking lot many years ago. Mr. Segerson stated that the City’s partnership is critical for the success for the Center for the Arts.

COUNCIL MEMBER AVENI MOVED that the public hearing be closed. Seconded by Council Member Sebesky and CARRIED UNANIMOUSLY.

The public hearing was closed at 7:31 p.m.

4) Action to Follow Public Hearing

4.1 Resolution #R-2019-06: Five Year Lease Agreement Between the City of Manassas and the Center for the Arts of Greater Manassas/Prince William County, for Property Located at 9419 Battle Street (the Hopkins Candy Factory Building)

COUNCIL MEMBER AVENI MOVED that Resolution #R-2019-06: Five Year Lease Agreement Between the City of Manassas and the Center for the Arts of Greater Manassas/Prince William County, for Property Located at 9419 Battle Street (the Hopkins Candy Factory Building) be approved. Seconded by Council Member Lovejoy. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, Sebesky, and Wolfe. MOTION CARRIED.

5) Citizens’ Time

Jeff Pickard, a resident of the City of Manassas, discussed the issues with the City’s noise ordinances. Mr. Pickard suggested a review of the City’s noise ordinances and make changes accordingly.

Linda Manzzetelli, a resident of the City of Manassas, expressed her concerns about the noise and music coming from restaurants in Historic Downtown on the weekends.

Lorraine Charlton, a resident of the City of Manassas, informed City Council that she sent an e-mail regarding the noise in Historic Downtown and that Lt. Shields and the City Manager informed her that the noise was in compliance and she disagrees because this is a quality of life issue.
6) **Authorize a Closed Meeting**

### 6.1 Authorization of a Closed Meeting

COUNCIL MEMBER AVENI MOVED that the City Council convene in a closed meeting to discuss the following, as permitted by Virginia Code § 2.2-3711 (A) (5) to discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business’ or industry’s interest in locating or expanding its facilities in the community. Seconded by Vice Mayor Bass. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, Sebesky, and Wolfe. **MOTION CARRIED.**

Mayor Parrish announced that the Mayor and City Council, City Manager, City Attorney, and Economic Development Director would be included in the closed meeting.

The City Council retired to the closed meeting at 6:33 p.m.

7) **Certify the Closed Meeting**

### 7.1 Certification of the Closed Meeting

COUNCIL MEMBER AVENI MOVED that the Council certify that, in the closed meeting just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in a closed meeting and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion. Seconded by Vice Mayor Bass. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, Sebesky, and Wolfe. **MOTION CARRIED.**

The City Council returned from the closed meeting at 7:30 p.m.

A motion was duly made, seconded and **CARRIED UNANIMOUSLY** to adjourn the meeting.

Mayor Parrish declared the meeting adjourned at 7:43 p.m.
A Special Meeting of the Council of the City of Manassas, Virginia, for the purpose of conducting a work session, was held in the second floor conference room at City Hall, on the above date with the following present on roll call: Mayor Harry J. Parrish II, Vice Mayor Sheryl L. Bass, Council Members Marc T. Aveni, Ken D. Elston, Ian T. Lovejoy, Pamela J. Sebesky, and Mark D. Wolfe; City Manager W. Patrick Pate, Deputy City Manager Bryan Foster, Assistant to the City Manager / City Clerk Andrea P. Madden, Finance and Administration Director Diane V. Bergeron, and City Attorney S. Craig Brown.

Mayor Parrish called the meeting to order at 5:30 p.m.

The City Clerk reported that the news media had been notified of the meeting in accordance with the Freedom of Information Act.

1) Work Session

1.1 Discussion of Funding and the FY19 Budget for the Manassas City Public Schools (MCPS)

Mayor Parrish commented that the School Board submitted an amended FY19 Budget to the City Council, which will need to be formally accepted by the City Council. The amended budget includes additional monies from the Commonwealth.

1.2 Discussion of Alternate Funding Options for the Manassas City Public Schools

Council Member Wolfe presented to the City Council his thoughts on a funding agreement with the School Board and stated that the construction of a new Dean Elementary School needs to be the top priority of the MCPS.

The City Council discussed the various funding options that have been considered by the Joint Finance Committee and the impacts each would have on tax bills and rates. Other topics deliberated by the Council included the separation of operating from capital funds, the need for a process to amend any funding agreement in the event of an economic downturn, and other mandatory funding obligations the City must consider.

Mayor Parrish asked members of City Council to provide the City Clerk with written questions and requests for additional information, which will be shared with the staff of the Manassas City Public Schools. It was noted that the City Council / School Board Joint Finance Committee will meet on July 31, 2018 for further discussion of funding, with a focus on the construction of Dean Elementary School.

A motion was duly made, seconded and CARRIED UNANIMOUSLY to adjourn the meeting.
Mayor Parrish declared the meeting adjourned at 7:30 p.m.

__________________________________________  ________________________________
Mayor                                                                                     City Clerk

__________________________________________
Date Approved
A Special Meeting of the Council of the City of Manassas, Virginia, for the purpose of conducting a closed meeting session, was held in the first floor conference room at City Hall, on the above date with the following present on roll call: Mayor Harry J. Parrish II, Vice Mayor Sheryl L. Bass, Council Members Marc T. Aveni, Ken D. Elston, Ian T. Lovejoy, and Pamela J. Sebesky; City Manager W. Patrick Pate, Deputy City Manager Bryan Foster, Deputy City Clerk Rose V.B. Spring, City Attorney S. Craig Brown, Utilities Director Tony Dawood, and Utility Commission Chairman John M. Weber.

Mayor Parrish called the meeting to order at 5:30 p.m.

Absent was Council Member Mark D. Wolfe.

The Deputy City Clerk reported that the news media had been notified of the meeting in accordance with the Freedom of Information Act.

1) Authorize a Closed Meeting

1.1 Authorization of a Closed Meeting

COUNCIL MEMBER AVENI MOVED that the City Council convene in a closed meeting to discuss the following, as permitted by Virginia Code § 2.2-3711 (A) (3) and (A) (29) to discuss a matter involving the acquisition of real property in the City limits for a public purpose and for a discussion regarding the negotiation of a contract with another public entity related to the provision of public utility services, where a discussion in open session adversely affect the City’s negotiating strategy. Seconded by Vice Mayor Bass. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, and Sebesky. ABSENT – Wolfe. MOTION CARRIED.

Mayor Parrish announced that the Mayor and City Council, City Manager, Deputy City Manager, City Attorney, Utilities Director, and Utility Commission Chairman would be included in the closed meeting.

The City Council retired to the closed meeting at 5:30 p.m.

5) Certify the Closed Meeting

5.1 Certification of the Closed Meeting

COUNCIL MEMBER AVENI MOVED that the Council certify that, in the closed meeting just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in a closed meeting and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion. Seconded by Council Member Sebesky. Roll call vote: AYES – Aveni, Bass, Elston, Lovejoy, and Sebesky. ABSENT – Wolfe. MOTION CARRIED.
The City Council returned from the closed meeting at 5:53 p.m.

A motion was duly made, seconded and CARRIED UNANIMOUSLY to adjourn the meeting.

Mayor Parrish declared the meeting adjourned at 5:53 p.m.

__________________________________________  _______________________________________
Mayor                                                                                   City Clerk

__________________________________________
Date Approved
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<td>Resolution #R-2019-04: Honoring Lieutenant Steven A. Neely for his Thirty-One Years of Service to the City of Manassas</td>
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| Motion:             | **If approved as part of the Consent Agenda:**  
|                     | *I move that the Consent Agenda be approved and the readings of the ordinance dispensed.*  
|                     | **If removed from the Consent Agenda:**  
|                     | *I move that Resolution #R-2019-04 be approved.*  |
| Date Last Considered by City Council: | N/A |
| Summary and/or Comments: | Lieutenant Steven Neely will be retiring on August 31, 2018 after 31 years of service with the Manassas City Police Department |
| Board – Committee – or Commission Reviewed: | N/A |
| Fiscal Impact:      | None                                 |
| Staff Contact:      | Douglas W. Keen, Chief of Police      
|                     | dkeen@manassasva.gov                  
|                     | (703) 257-8001                        |
WHEREAS, in 1987, Lieutenant Neely began his career with the City of Manassas Police Department as an Officer, where he rose through the ranks becoming of service; and

WHEREAS, during his career in law enforcement Lieutenant Neely has accumulated thirty one (31) years of experience in all facets and levels of police work; and

WHEREAS, Lieutenant Neely was promoted from Officer to Sergeant in 2006, promoted to Lieutenant in 2010; and

WHEREAS, Lieutenant Neely has been a member of the Emergency Services Unit (ESU), Peer Committee, Honor Guard, Bike Team, Motor Unit, Evidence Technician, Range Master, I.C.E. Investigator, BA Operator, Field Training Officer, Forensic Technician, Motor Carrier Safety Inspector, as well as a General Instructor; and

WHEREAS, the Lieutenant was awarded Medal of Merit in 2016, was selected as “Officer of the Month” multiple times and has earned numerous commendations for his actions; and

WHEREAS, Lieutenant Neely has created a departmental culture that instills education, training, community service and excellence in all aspects of the law enforcement mission; and

WHEREAS, Lieutenant Neely has helped make the City of Manassas a safer and more enjoyable place to live while demonstrating an unwavering commitment to the Police Department’s reputation and professional standing and to the citizens of the City of Manassas.

NOW, THEREFORE, BE IT RESOLVED that I, Harry J. Parrish II, Mayor of the City of Manassas and on behalf of the Manassas City Council, hereby publicly commend, recognize, and thank

**Lieutenant Steven A. Neely**

for his exceptional dedication and professionalism with which he has executed his duties during his thirty one years of service to the City of Manassas and its citizens as a member of the Police Department. Further, the Manassas City Council wishes Lieutenant Neely good health, happiness and fulfillment that he so richly has earned in his upcoming retirement.
August 27, 2018
Regular Meeting
Page Two

___________________________________
Harry J. Parrish II                      Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

__________________________________
Andrea Madden                         City Clerk

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
Meeting Date: August 27, 2018

Time Estimate: Consent Agenda

Agenda Title: Performance Bond Release: CMI Decorating Plan – SP#17-00000017

Recommendation: Approve

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 release of the Performance Bond for the CMI Decorating Plan – SP#17-00000017 be approved.

Date Last Considered by City Council: N/A

Summary and/or Comments: Request authority to release the Performance Bond for the following project – CMI Decorating Plan – SP#17-00000017

This was a site plan for development of a +/- 17,000 square foot warehouse building. The Erosion Bond will be released at a later date.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: Vanessa A. Watson, Development Services Coordinator
vwatson@manassasva.gov
(703) 257-8204
CERTIFICATE OF COMPLIANCE

I hereby certify that the work has been completed to justify the release of the performance bond of the site plans listed below, they have been inspected and approved, and I recommend that they be released as follows:

1. CMI Decorating Plan, SP#17-00000017, release the Performance Bond Agreement (LOC) in the amount of $69,896.43.

[Signature]
Date: August 15, 2018

Eric P. Lowe
Acting Development Services Manager
City of Manassas
Manassas City Council
9027 Center Street
Manassas, VA  20110

Meeting Date:  August 27, 2018

Time Estimate:  Consent Agenda

Agenda Title:  Erosion Control Bond Replacement:
Manassas Gateway Rough Grading Plan – SP#17-00000012

Recommendation:  Approve

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 release of the Erosion Control Bond for the Manassas
Gateway Rough Grading Plan – SP#17-00000012 be approved.

Date Last Considered by City Council:  N/A

Summary and/or Comments:  Request authority to release the Erosion Control Bond for the following
project – Manassas Gateway Rough Grading Plan – SP#17-00000012

This was a site plan for Rough Grading of the area impacted along both
sides of Gateway Blvd. in conjunction with development of the Manassas
Gateway Residential and Commercial projects.

Replacements bonds are approved and in place. The Applicant divided the
bond into two separate Erosion bonds for the residential and commercial
phases of the project.

Board – Committee – or Commission Reviewed:  N/A
Fiscal Impact:  N/A

Staff Contact:  Vanessa A. Watson, Development Services Coordinator
vwatson@manassasva.gov
(703) 257-8204
Manassas Gateway Rough Grading

SP#17-00000012

10500 Gateway Blvd.
CERTIFICATE OF COMPLIANCE

I hereby certify that replacement bonds for this project are in full force and effect, which justifies the release of the original bond for the site plan listed below, they have been inspected and approved, and I recommend that they be released as follows:

1. Manassas Gateway Rough Grading Plan, SP#17-00000012, release the original Erosion Control Bond Agreement (LOC) in the amount of $360,197.25.

[Signature]
Acting Development Services Manager

Date: August 15, 2018
Meeting Date: August 27, 2018

Time Estimate: Consent Agenda

Agenda Title: Performance Bond and Erosion Control Bond Release: 8917 Sudley Road Lot Grading Plan – SP#17-00000030

Recommendation: Approve

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 release of the Performance Bond and Erosion Control Bond for the 8917 Sudley Road Lot Grading Plan – SP#17-00000030 be approved.

Date Last Considered by City Council: N/A

Summary and/or Comments: Request authority to release the Performance Bond and the Erosion Control Bond for the following project – 8917 Sudley Road Lot Grading Plan – SP#17-00000030

This was a lot grading site plan for development of one single family home at the intersection of Sudley Road and Grant Ave.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: Vanessa A. Watson, Development Services Coordinator
vwatson@manassasva.gov
(703) 257-8204
8917 Sudley Road Lot Grading Plan

SP#17-00000030

8917 Sudley Road
CERTIFICATE OF COMPLIANCE

I hereby certify that the work has been completed to justify the release of the bond(s) of the site plans or subdivision listed below, they have been inspected and approved, and I recommend that they be released as follows:

1. 8917 Sudley Road Lot Grading Plan, SP#17-00000030, release the Performance Bond Agreement (Cash) in the amount of $5,125.71 and the Erosion Control Bond Agreement (Cash) in the amount of $10,837.02.

[Signature]
On BEHALF OF

Eric P. Lowe
Acting Development Services
Manager

[Signature]
Date
August 15, 2018
<table>
<thead>
<tr>
<th><strong>Meeting Date:</strong></th>
<th>August 27, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Time Estimate:</strong></td>
<td>10 Minutes</td>
</tr>
<tr>
<td><strong>Agenda Title:</strong></td>
<td>Ordinance #O-2019-01: An Ordinance to Amend and Reenact the Code of Ordinances, City of Manassas, Virginia (2002), as Amended, by Amended Sections 30-222, 30-223 and 30-226 of Article V (Massage Ordinance) of Chapter 30 (Businesses) Related to Specific Unlawful Acts in Massage Establishments (First Reading)</td>
</tr>
<tr>
<td><strong>Recommendation:</strong></td>
<td>Approve</td>
</tr>
<tr>
<td><strong>Motion:</strong></td>
<td><em>I move that Ordinance #O-2019-01 be approved on first reading.</em></td>
</tr>
<tr>
<td><strong>Date Last Considered by City Council:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Summary and/or Comments:</strong></td>
<td>The amendments proposed change language within the ordinance to clearly define specific, prohibited (unlawful) acts to allow for prosecutable action.</td>
</tr>
<tr>
<td><strong>Board – Committee – or Commission Reviewed:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Staff Contact:</strong></td>
<td>Douglas W. Keen, Chief of Police <a href="mailto:dkeen@manassasva.gov">dkeen@manassasva.gov</a> (703) 257-8001</td>
</tr>
</tbody>
</table>
AN ORDINANCE TO AMEND AND REENACT THE CODE OF ORDINANCES, CITY OF MANASSAS, VIRGINIA (2002), AS AMENDED, BY AMENDING SECTIONS 30-222, 30-223 AND 30-226 OF ARTICLE V (MASSAGE ORDINANCE) OF CHAPTER 30 (BUSINESSES) RELATED TO SPECIFIC UNLAWFUL ACTS IN MASSAGE ESTABLISHMENTS

BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this ___ day of __________, 2018 that Sections 30-222, 30-223 and 30-226 of the Code of Ordinances, City of Manassas, Virginia, are hereby amended as follows:

ARTICLE V. - MASSAGE ORDINANCE

Sec. 30-220. - Short title.

This article may be referred to as the "Massage Ordinance" of the City of Manassas.

Sec. 30-221. - Declaration of findings and policy.

The City of Manassas finds it necessary and proper to exercise its regulatory authority for the protection of the health, safety and general welfare of its citizens by providing for the regulation of massages and massage establishments.

Sec. 30-222. - Definitions.

The following words and phrases when used in this article shall, for the purpose of this article, have the meanings set forth below, except in those instances where the context clearly indicates a different meaning:

Athletic trainer: Any person licensed by the Virginia Board of Medicine to engage in the practice of athletic training as defined in § 54.1-2900 of the Code of Virginia.

Approved school: Any school recognized by or approved by the Virginia State Council of Higher Education to train students to be certified massage therapists.

Certified massage therapist: Any person who is qualified as a certified massage therapist pursuant to the provisions of Code of Virginia, 1950, as amended, § 54.1-3029.
Client: Any person who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

Fitness studio/center: Any fixed establishment dedicated to improving the overall physical condition of its clientele by combining various forms of exercises that are designed to improve cardiovascular endurance, increase flexibility, enhance strength, and/or aid in restoring muscle tone.

Massage, massage therapy, and therapeutic massage: The treatment of soft tissues for therapeutic, exercise, or relaxation purposes by the application of massage and bodywork techniques based on the manipulation or application of pressure to the muscular structure or soft tissues of the human body. Massage may include rubbing, stroking, kneading, tapping, pounding, vibrating, or stimulating with the hands or any instrument, or by the application of air, liquid, or vapor baths of any kind. The terms "massage," "massage therapy," and "therapeutic massage" do not include the diagnosis or treatment of illness or disease or any service or procedure for which a license to practice medicine, nursing, chiropractic therapy, physical therapy, occupational therapy, acupuncture or podiatry is required.

Massage establishment: Any place where a certified massage therapist conducts his or her business and recordkeeping, regardless of whether he or she actually performs massage therapy for clients at that location.

Person: Any individual, co-partnership, firm, association, joint stock company, corporation, or combination of individuals of whatever form or character.

Sexual or genital part: The genitals, pubic area, buttocks, or anus of any person and the breasts of a female person.

Sec. 30-223. - Massages given contrary to this article unlawful.

It shall be unlawful for any person to give a massage to a client within the city unless allowed by section 30-224 of this article. A violation of this section or section 30-226 (Specific Unlawful Acts) is a Class 1 misdemeanor.

Sec. 30-224. - Persons permitted to give massages to clients.

Only the following persons, while engaged in the performance of the duties of their respective professions, may give massages to one or more clients:

(1) Certified massage therapists compliant with section 30-225 of this article.

(2) A person licensed by the Commonwealth of Virginia as a physician, surgeon, chiropractor, osteopath, occupational therapist, or physical therapist, or their employees, so long as the employees are under the licensed individual’s direction and supervision.
(3) A nurse licensed by the Commonwealth of Virginia who acts under the direction of any person described in subsection (2) hereof.

(4) Employees of nursing homes, medical clinics, and hospitals duly licensed by the commonwealth, when acting within the scope of their employment and under the direction and supervision of a licensed health care professional.

(5) Athletic trainers for any amateur, semi-professional, or professional athlete or athletic team, as well as athletic trainers employed by a fitness studio/center, when providing massages to any bona fide member of that athletic trainer's athletic team or client of the athletic trainer's fitness studio/center.

(6) A person licensed to engage in barbering or cosmetology by the Commonwealth of Virginia, but only for the purposes of administering massages to the scalp, face, neck, shoulders, arms, hands, or feet.

(7) A student of an approved school as defined by section 30-222 of this article, provided the student is identified as a student and is acting under the direction and supervisions of a certified massage therapist at all times while providing services to the client.

Sec. 30-225. - Display of certificate.

Each certified massage therapist shall conspicuously post his or her current certificate issued by the State Board of Nursing pursuant to the requirements of the Code of Virginia, § 54.1-3029, in a public area at his or her massage establishment. In the case of an off-premises massage, a certified massage therapist shall present his or her certificate upon request.

Sec. 30-226. – Specific Unlawful Acts.

(a) It shall be unlawful for a certified massage therapist or for any person providing a massage in a massage establishment to:

(1) Place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital part of a client;

(2) Expose his or her sexual or genital parts or any portion thereof to a client;

(3) Expose the sexual or genital parts or any portion thereof of a client; or,

(4) Fail to conceal with a fully opaque covering the sexual or genital parts of his or her body while in the presence of a client.
(b) It shall be unlawful for a client of a massage establishment to:

(1) Place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital part of a certified massage therapist, or of any person providing a massage in a massage establishment;

(2) Expose his or her sexual or genital parts or any portion thereof to a certified massage therapist, or to any person providing a massage in a massage establishment;

(3) Expose the sexual or genital parts or any portion thereof of a certified massage therapist, or to any person providing a massage in a massage establishment; or,

(4) Fail to conceal with a fully opaque covering the sexual or genital parts of his or her body while in the presence of a certified massage therapist, or to any person providing a massage in a massage establishment.

(c) It shall be unlawful for any person owning, operating, or managing a massage establishment to knowingly cause, allow or permit, in or about such massage establishment, any agent, employee or any other person under his control or supervision to perform any act prohibited by this section.

2. This Ordinance shall be effective upon its passage on second reading.

__________________________
Harry J. Parrish II
Mayor
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

__________________________
Andrea P. Madden
City Clerk

MOTION: Ordinance #O-2019-01
SECOND: RE:
ACTION:
Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
AN ORDINANCE TO AMEND AND REENACT THE CODE OF ORDINANCES, CITY OF MANASSAS, VIRGINIA (2002), AS AMENDED, BY AMENDING SECTIONS 30-222, 30-223 AND 30-226 OF ARTICLE V (MASSAGE ORDINANCE) OF CHAPTER 30 (BUSINESSES) RELATED TO SPECIFIC UNLAWFUL ACTS IN MASSAGE ESTABLISHMENTS

BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this ___ day of ________, 2018 that Sections 30-222, 30-223 and 30-226 of the Code of Ordinances, City of Manassas, Virginia, are hereby amended as follows:

ARTICLE V. - MASSAGE ORDINANCE

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This article may be referred to as the "Massage Ordinance" of the City of Manassas.

Sec. 30-221. - Declaration of findings and policy.

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**Client:** Any person who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

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**Massage, massage therapy, and therapeutic massage:** The treatment of soft tissues for therapeutic, exercise, or relaxation purposes by the application of massage and bodywork techniques based on the manipulation or application of pressure to the muscular structure or soft tissues of the human body. Massage may include rubbing, stroking, kneading, tapping, pounding, vibrating, or stimulating with the hands or any instrument, or by the application of air, liquid, or vapor baths of any kind. The terms "massage," "massage therapy," and "therapeutic massage" do not include the diagnosis or treatment of illness or disease or any service or procedure for which a license to practice medicine, nursing, chiropractic therapy, physical therapy, occupational therapy, acupuncture or podiatry is required.

**Massage establishment:** Any place where a certified massage therapist conducts his or her business and recordkeeping, regardless of whether he or she actually performs massage therapy for clients at that location.

**Person:** Any individual, co-partnership, firm, association, joint stock company, corporation, or combination of individuals of whatever form or character.

**Sexual or genital part:** The genitals, pubic area, buttocks, or anus of any person and the breasts of a female person.

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**Sec. 30-224. - Persons permitted to give massages to clients.**

Only the following persons, while engaged in the performance of the duties of their respective professions, may give massages to one or more clients:

1. Certified massage therapists compliant with section 30-225 of this article.

2. A person licensed by the Commonwealth of Virginia as a physician, surgeon, chiropractor, osteopath, occupational therapist, or physical therapist, or their employees, so long as the employees are under the licensed individual's direction and supervision.
(3) A nurse licensed by the Commonwealth of Virginia who acts under the direction of any person described in subsection (2) hereof.

(4) Employees of nursing homes, medical clinics, and hospitals duly licensed by the commonwealth, when acting within the scope of their employment and under the direction and supervision of a licensed health care professional.

(5) Athletic trainers for any amateur, semi-professional, or professional athlete or athletic team, as well as athletic trainers employed by a fitness studio/center, when providing massages to any bona fide member of that athletic trainer's athletic team or client of the athletic trainer's fitness studio/center.

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(2) Expose his or her sexual or genital parts or any portion thereof to a client;

(3) Expose the sexual or genital parts or any portion thereof of a client; or,

(4) Fail to conceal with a fully opaque covering the sexual or genital parts of his or her body while in the presence of a client.
(b) It shall be unlawful for a client of a massage establishment to:

(1) Place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital part of a certified massage therapist, or of any person providing a massage in a massage establishment;

(2) Expose his or her sexual or genital parts or any portion thereof to a certified massage therapist, or to any person providing a massage in a massage establishment;

(3) Expose the sexual or genital parts or any portion thereof of a certified massage therapist, or to any person providing a massage in a massage establishment; or,

(4) Fail to conceal with a fully opaque covering the sexual or genital parts of his or her body while in the presence of a certified massage therapist, or to any person providing a massage in a massage establishment.

(c) It shall be unlawful for any person owning, operating, or managing a massage establishment to knowingly cause, allow or permit, in or about such massage establishment, any agent, employee or any other person under his control or supervision to perform any act prohibited by this section.

2. This Ordinance shall be effective upon its passage on second reading.

Harry J. Parrish II  
Mayor

On Behalf of the City Council
of Manassas, Virginia

ATTEST:

__________________________________  Andrea P. Madden  
City Clerk

MOTION:
SECOND:
RE:  Ordinance #O-2019-02
ACTION:
Votes:  
Ayes:  
Nays:  
Absent from Vote:  
Absent from Meeting:  
42
Meeting Date: August 27, 2018

Time Estimate: 10 Minutes

Agenda Title: Uncodified Ordinance #O-2019-02: Granting a 5 year Franchise to SummittIG, LLC to provide telecommunication services (First Reading)


Motion: I move that Uncodified Ordinance #O-2019-02 be approved on first reading.

Date Last Considered by City Council: N/A

Summary and/or Comments: SummittIG, LLC, a certified provider of telecommunications services, has requested a franchise to use the public rights-of-way in the City of Manassas for the installation and operation of underground telecommunications facilities, in order to provide service to customers either within or outside of the City of Manassas. The term of the franchise requested by SummittIG is five years.

SummittIG has not yet identified a specific location in the City for the installation of their facilities. Any future route in City rights-of-way will be subject to a permit as required in Section 3 of the Franchise. Issuance of that permit will be based upon the City's review and approval of detailed plans and specifications of the planned installation, and will be conditioned on compliance with all applicable provisions and requirements in the City's Design and Construction Standards Manual.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact:
Bryan Foster, Deputy City Manager / Acting Director of Public Works
bfoster@manassasva.gov
(703) 257-8226

Craig Brown, City Attorney
cbrown@manassasva.gov
(703) 257-8208
AN UNCODIFIED ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO SUMMITIG, LLC TO USE PUBLIC RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF MANASSAS, VIRGINIA, FOR THE INSTALLATION AND USE OF UNDERGROUND TELECOMMUNICATIONS FACILITIES AND EQUIPMENT

WHEREAS, SummitIG, LLC has requested a franchise from the City of Manassas in order to install, use and maintain telecommunications facilities and equipment within the public rights-of-way located in the City of Manassas in order to provide telecommunications service for a period of five (5) years; and,

WHEREAS, SummitIG, LLC is a certified “provider of telecommunications service”, as that term is defined in Virginia Code §56-468.1; and,

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;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this __ day of _____, 2018, that SummitIG, LLC is hereby granted a telecommunications 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 telecommunications equipment, including conduits, cables, lines and wires, within the public rights-of-way 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 SummitIG, LLC (hereinafter “Grantee”) the non-exclusive right to occupy and use the public rights-of-way in the City of Manassas for the installation and operation of underground telecommunications facilities and equipment, in order to provide service to customers either within or outside of the City of Manassas. As used herein, “facilities and equipment” means any tangible asset that is a part of the Grantee’s telecommunications system and is placed within the City’s right-of-way pursuant to the authority provided by this franchise.
While this franchise applies to all public rights-of-way in the City, Grantee agrees that it will not install its facilities and equipment at any specific City right-of-way location without first obtaining all required permits and licenses pursuant to Section 3, infra. The Grantee agrees that it will not construct or install telecommunications facilities or equipment on, under or over any other property owned by the City of Manassas without the prior consent of the City Council of the City of Manassas.

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 and equipment installed pursuant to this franchise or, except as otherwise provided by this Ordinance, by other law, or by agreement, cause Grantee's facilities and equipment 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 franchise is signed by a representative of the Grantee, whichever occurs first. Grantee agrees to provide at least six (6) months written notice to the City prior to the expiration of the five year term if it desires a new franchise for the same location.

Section 3. Permit(s) Required; Compliance With Laws.

The Grantee will secure, prior to commencing construction activities, all necessary permits and licenses in connection with the construction, use, operation, maintenance, repair and removal of Grantee’s telecommunications facilities and equipment, including a permit from the City of Manassas for work that will be done in the within the public rights-of-way in the City of Manassas. 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, which will be attached hereto as Exhibit A 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 of Grantee's facilities and equipment authorized to be placed within the public right-of-way by this franchise shall be placed underground. Underground installations shall be at a minimum depth of forty-two inches (42"), 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 the initial 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 facilities and equipment 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 Grantee’s telecommunications system. 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 as of the date of this franchise is (855) 776-6515.

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 Grantee’s facilities and equipment, the Grantee shall relocate at its own expense any such facilities and equipment 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 and equipment 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.

Pursuant to City Ordinance No. O-2000-16, enacted by the City Council of the City of Manassas on March 13, 2000, Grantee shall collect and remit to the City a Public Right-Of-Way ("PROW") Use Fee in accordance with Virginia Code §56-468.1 (G). The Grantee shall be obligated to pay the PROW Use Fee and / or any other lawful fee, as applicable, if charged or enacted by the City of Manassas. 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 comprehensive liability insurance policy or policies, in a form and in an amount reasonably acceptable to the City of Manassas. 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 B, 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 initial minimum combined amount of Three Million Dollars ($3,000,000.00) for bodily injury and property damage, which may be met through excess liability insurance policies. 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.

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 and equipment, 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.

**Section 13. Surety Bond; 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 Fifty Thousand and 00/100 Dollars ($50,000.00). The initial surety bond(s) is attached hereto as Exhibit C. 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.

The Grantee shall also provide a construction bond in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) prior to beginning each installation of facilities or equipment 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.

The bonds required hereunder shall not in any way be considered to limit Grantee’s obligations or liabilities hereunder. The City will provide Grantee with notice of default hereunder and provided the Grantee does not cure such default within ten (10) days, the City may draw upon
the applicable bond for any (a) nonpayment by Grantee hereunder, and (b) expenses the City of Manassas incurs due to non-performance by Grantee hereunder. Whenever the City of Manassas draws upon a bond, Grantee shall replenish the bond within thirty (30) days after notice thereof.

(b) 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.

(c) 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 facilities and equipment, 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 this 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, 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 franchise, 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 entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets or stock of Grantee. 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. Notwithstanding the foregoing, nothing will prohibit the Grantee from providing services to end-user customers using the Grantee's facilities and equipment.

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 following expiration of such ninety (90) day period.

(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 franchise 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 facilities and equipment 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 PROW Use Fee 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:

SummitIG, LLC
Attn: CEO
22375 Broderick Drive, Suite 165
Dulles, VA 20166

With a copy to:

SummitIG, LLC
Attn: General Counsel
22375 Broderick Drive, Suite 165
Dulles, VA 20166

To the City:

City of Manassas
Director of Public Works
8500 Public Works Drive
Manassas, VA 20110

With a copy to:

City of Manassas
City Attorney
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 or any part thereof is illegal or unenforceable shall not invalidate the remainder of this franchise or such provision, which shall continue to be in effect. This franchise represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings. This franchise 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.


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 be in force from its passage on ____________________, 2018.

Harry J. Parrish II Mayor
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

__________________________________
Andrea P. Madden                      City Clerk

MOTION:
SECOND:
RE: Ordinance #O-2019-02
ACTION:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
ACCEPTED AND AGREED TO:

SummitIG, LLC

By:_____________________________________

Signature:_______________________________

Title:____________________________________

Date:___________________________________
Meeting Date: August 27, 2018

Time Estimate: 5 Minutes

Agenda Title: Resolution #R-2019-10: Tripartite Agreement for the Operation and Use of the Freedom Aquatic & Fitness Center


Motion: I move that Resolution #R-2019-10 be approved.

Date Last Considered by City Council: June 6, 1995

Summary and/or Comments: The proposed Tripartite Agreement for the Operation and Use of the Freedom Aquatic & Fitness Center seeks to continue the collaboration begun under the Tripartite Agreement for the Construction and Operation of the George Mason University-Manassas-Prince William Recreation Facility entered on or about June 8, 1995.

Board – Committee – or Commission Reviewed: Freedom Center Advisory Board recommends approval

Fiscal Impact: $128,000 for Capital Improvements in FY 2019, which represents the City’s share (22.7%) of the total amount.

Staff Contact: W. Patrick Pate, City Manager
ppate@manassasva.gov
(703) 257-8212

WHEREAS, On or about June 8, 1995, the Parties entered into the Tripartite Agreement for the Construction and Operation of the George Mason University – Manassas – Prince William Recreation Facility ("1995 Agreement") for the purpose of constructing and operating the facility now known as the Freedom Center; and

WHEREAS, since the original Agreement contemplated this extension once the Bond obligations for the project were fulfilled; and

WHEREAS, the City’s portion of the Five Year Capital Improvement Program for FY2019 of $128,000 is included in the adopted Budget; and

WHEREAS, the City, County and the University desire to continue the Agreement for an additional five years under the terms and conditions set forth in the attached Tripartite Agreement; and

WHEREAS, the proposed Tripartite Agreement is in the best interest of the City.

NOW THEREFORE BE IT RESOLVED by the Council for the City of Manassas, Virginia that the attached Tripartite Agreement between the City, County and University is hereby approved, and the Mayor is authorized to execute the Tripartite Agreement on behalf of the City, in form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council for the City of Manassas, Virginia recognizes that other parties to the agreement may make minor revisions to the Tripartite Agreement, as approved by the City Attorney, after the adoption of the Resolution; however if substantial revisions to the terms of the Tripartite Agreement are made, the revised Tripartite Agreement will be brought back to the Council for the City of Manassas, Virginia for approval.
Harry J. Parrish II  
Mayor  
On behalf of the City Council  
Of Manassas, Virginia

ATTEST:  

Andrea P. Madden  
City Clerk

Votes:  
Ayes:  
Nays:  
Absent from Vote:  
Absent from Meeting:
TRIPARTITE AGREEMENT FOR THE OPERATION AND USE OF THE
FREEDOM AQUATIC & FITNESS CENTER

THIS AGREEMENT is made this ____day of _____, 2018 (“Commencement Date”), by and between THE RECTOR AND BOARD OF VISITORS OF GEORGE MASON UNIVERSITY, a public institution of higher education and agency of the Commonwealth of Virginia ("George Mason"), THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Prince William"), and THE CITY OF MANASSAS, VIRGINIA, a Municipal Corporation of the Commonwealth of Virginia ("Manassas"), collectively known as the "Parties" and each a “Party”.

RECITALS

WHEREAS, George Mason is the owner and operator of an indoor recreation facility and appurtenant parking facilities known as the Freedom Aquatic & Fitness Center (“Freedom Center”) located on the Science and Technology Campus of George Mason in Prince Willian County, Virginia;

WHEREAS, On or about June 8, 1995, the Parties entered into the Tripartite Agreement for the Construction and Operation of the George Mason University – Manassas – Prince William Recreation Facility (“1995 Agreement”) for the purpose of constructing and operating the facility now known as the Freedom Center.

WHEREAS, the bonds contemplated in the 1995 Agreement have been paid in full; and

WHEREAS, the Parties desire to continue the collaboration begun under the 1995 Agreement,
NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained the Parties agree as follows:

ARTICLE I. RECITALS

The recitals hereto are incorporated by reference.

ARTICLE II. REPRESENTATIONS

A. Representations by George Mason:

1. The execution and delivery of this Agreement, the performance by George Mason of its obligations hereunder and the consultation of the transactions herein contemplated do not and will not conflict with or constitute a breach of, or result in a violation of, any agreement or instrument of which George Mason is a party or by which it is bound.

2. George Mason has the power to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by George Mason has been duly approved.

B. Representations by Manassas and Prince William

1. Prince William and Manassas are political subdivisions of the Commonwealth of Virginia.

2. The execution and delivery of this Agreement, the performance by Prince William and by Manassas of their obligations hereunder and the consultation of the transactions herein contemplated do not and will not conflict with or constitute a breach of, or result in a violation of, any agreement or instrument to which either Prince William or Manassas is a party or by which it is bound.

3. Prince William and Manassas each has the power to enter into this Agreement and to perform the obligations assigned to each hereunder. The execution and delivery of this
Agreement by Prince William and Manassas has been properly approved by the governing body of each locality.

**ARTICLE III. GENERAL PROVISIONS**

A. **Terms of this Agreement**

The Initial Term of this Agreement shall begin on the Commencement Date and shall terminate on June 30, 2024 (“the Initial Term”). The parties may extend this Agreement for three additional terms of five (5) years each (each a “Renewal Term”). At the conclusion of the Initial Term and any of the first two Renewal Terms, this Agreement shall automatically renew for an additional Renewal Term and continue on the same terms and conditions as existed immediately prior to the commencement of the then-current Initial Term or Renewal Term unless a Party has given a timely notice of termination as provided in Article VIII.

B. **Operation of the Freedom Center:**

The Parties agree they will provide:

(1) operational support to the Freedom Center;

(2) programs and service including, but not limited to swimming, gymnasium, and fitness programs and services;

(3) public meeting space;

(4) access to recreation programs to public and limited private sports teams and/or leagues based in Prince William or Manassas and sports teams or leagues of George Mason; and

(5) training opportunities to students of George Mason in the operation of recreation facilities.
C. **Access to the Freedom Center for the Parties:**

The Parties agree that access to the programs and services of the Freedom Center shall be available to all residents of Prince William and Manassas and the students and employees of George Mason on an equal and unrestricted basis. For the purposes of this Agreement, students and employees of any campus of George Mason shall be considered as University participants regardless of their place of residence.

D. **Access to the Freedom Center for Nonparties**

The Parties agree that access to the programs and services of the Freedom Center shall be made available to others who are not residents or students and employees of one of the Parties. Such access shall be provided to these others upon the payment of appropriate service charges or fees to be established by the Advisory Board described in Article IV. Service charges or fees to be paid by others who are not parties to this Agreement or who are not residents of Prince William or Manassas or students or staff of George Mason will be established so that access to the Freedom Center by these others will not substantially impair or restrict the use of the Freedom Center by residents of Prince William and Manassas and the students and employees of George Mason.

**ARTICLE IV. ADVISORY BOARD**

A. **Advisory Board:**

There shall be a Joint Operations/Programs Advisory Board (the "Advisory Board").

1) **Composition of the Advisory Board**

The Advisory Board shall have fifteen (15) members, appointed in the following proportions:
George Mason 4 members
Manassas 4 members
Prince William 7 members

2) Appointment and Terms of the Advisory Board

George Mason, Manassas, and Prince William shall each appoint its members on the Advisory Board. Advisory Board members shall serve at the pleasure of the appointing Party.

B. Voting:

Action on matters coming before the Advisory Board shall be in accordance with the following two-tier voting procedure:

1) A quorum shall consist of eight members;
2) The passage of any action requires a majority vote, in the presence of a quorum, of all members present and voting; and
3) The passage of any action also requires that members present and voting in favor of the action include members representing at least two of the Parties.

C. Meetings and Policy-Making Responsibilities of the Advisory Board:

The Advisory Board shall meet on a periodic basis, at least quarterly, or more frequently if necessary, to determine matters of operational and programmatic policy as they may relate to the provision of services. The Advisory Board shall adopt rules of procedure governing the conduct of meetings and describing its responsibilities contained in this Agreement and will keep a record of its actions relating to the operational and programmatic policies within its responsibility. Once the programs and services to be provided at the Freedom Center have been established by the Advisory Board, the Advisory Board will not determine matters relating to the daily operation and management of the
Freedom Center. The adopted rules of procedure will clearly define the method of resolution of disputes or disagreements between the Freedom Center staff and the Advisory Board, including, but not limited to, providing the Advisory Board with a direct line of communication to George Mason's Senior Vice President for Administration and Finance or his or her designee. The members of the Advisory Board shall also be required to report to their appointing authority the resolution of these disputes or disagreements. George Mason shall operate and manage the Freedom Center in a manner consistent with all applicable laws and University policies in the furtherance of the goals of this Agreement.

D. Customer Satisfaction Surveys:

The Advisory Board and the staff of the Freedom Center shall conduct customer satisfaction survey(s) each year to gauge or measure the effectiveness, need for and satisfaction in each program and/or activity offered by the Freedom Center. The results of these surveys will be used to prepare the Annual Reports required by Section E of this Article, the implementation of Programs imposed by Section C of Article V and the preparation of the Annual Operating Budget required by Section A of Article VI of this Agreement.

E. Annual Reports:

The Advisory Board will review all revenue and expenditure patterns and program use statistics and make available annual reports to the Parties.

F. Business Plan:

The Advisory Board will review and participate in developing a business plan for the Freedom Center. The Advisory Board will solicit input from the City of Manassas Committee on Parks and Recreation, the Prince William County Department of Parks and Recreation, and appropriate staff of George Mason.
G. **Review or Annual Operating Budget:**

George Mason will submit a proposed annual operating budget for the Freedom Center to the Advisory Board for review and adoption by the Advisory Board. The chief administrative officers of each of the Parties shall identify in their annual budgets that party's annual contribution required to support the operation of the Freedom Center.

H. **Five Year Capital Improvements Budget:**

The Advisory Board will review and participate in developing a five-year Capital Improvements Budget for the Freedom Center that will become a part of the annual operating budget request for the Freedom Center. The five-year period for the Capital Improvements Budget shall correspond with the term of this Agreement; but, each year’s capital contributions from the tripartite partners will be approved by the respective governing bodies annually. The Advisory Board shall adopt a five-year Capital Improvements Budget effective July 1, 2019. For Fiscal Year 2019, the Parties’ capital maintenance contribution shall be: Prince William County - $350,000; City of Manassas - $128,000; George Mason University - $84,000. George Mason will invoice Prince William and Manassas these amounts no later than October 1, 2018.

ARTICLE V. **OPERATION OF THE FREEDOM CENTER**

A. **Daily Administration:**

George Mason will be responsible for all aspects of the daily administration and operation of the Freedom Center.

B. **Staffing of the Freedom Center:**

George Mason shall provide such staffing, supervision, material. supplies, support services and program equipment as necessary to plan, promote, operate, and maintain the
Freedom Center in accordance with this Agreement, and pay for expenses of same from the Freedom Center fees and revenues. These expenses shall be reflected in the annual operating budget.

C. **Implementation or Programs:**

To the extent permitted by law, staff of the Freedom Center, who are employees or students of George Mason, in consultation with the Advisory Board, shall plan and implement a broad range of year-round recreational, educational, social and cultural programs and activities of the Freedom Center. Such programs and activities shall be designed to attract and serve a variety of user groups and individuals, including but not limited to the general public, youth, school and community groups, the elderly and persons with disabilities. The programs and services of the Freedom Center shall be made available to the general public, particularly residents of Prince William and Manassas, and the students and employees of George Mason.

D. **Marketing or Programs and Services:**

To the extent permitted by law, George Mason shall promote the Freedom Center programs and services in a manner designed to effectively communicate to the population targets of the Parties the programs and activities available in a continuing effort to produce revenue to meet budgeted costs. Promotional efforts may include articles contributed to newspapers, civic newsletters and other published material brochures, speaking engagements to civic groups and other marketing through public media. Prince William and Manassas may also promote and market the Freedom Center programs and services and may take advantage of opportunities to promote the Freedom Center through appropriate mention of the facility, its programs and operation in connection with their public information programs.
In connection with the promotion, advertising or other dissemination of information about the Freedom Center, the Parties will acknowledge this Agreement and will give equal credit to the other Parties with regard to the Freedom Center’s operations and programs.

E. **Collection of Fees and Revenues, Payment of Expenses:**

To the extent permitted by law, George Mason shall receive all fees and other revenues attributable to the operation of the Freedom Center, including reimbursement from Prince William and Manassas for budgeted expenses and services as agreed herein, and shall pay all expenses associated with the operation of the Freedom Center. George Mason shall establish and maintain a separate and detailed financial accounting of all revenues and expenses for the Freedom Center and shall provide the Advisory Board with appropriate monthly and annual financial reports.

**ARTICLE VI. ANNUAL OPERATING BUDGET; FORMULA ALLOCATION METHOD FOR ASSIGNMENT OF COSTS AND REVENUES**

A. **Annual Operating Budget**

1. Each fiscal year, the Freedom Center staff shall prepare and present to the Advisory Board a proposed annual budget consisting of an operating budget and capital budget ("Annual Budget") showing anticipated revenues and expenses resulting from the operations, programs and capital improvements of the Freedom Center for the ensuing fiscal year.

2. Each proposed Annual Budget shall be reasonably consistent with the long-range budget projection previously submitted to the Parties for review and comment in terms of general nature and levels of revenue and expense items. The proposed Annual Budget shall include, among other things, program revenues and fee schedules, staffing
costs, utilities, contracted services, program supplies, maintenance supplies, equipment and services, insurance, reserve for repairs and replacements. The Annual Budget will also identify recommended service levels and changes in services initiatives and other appropriate anticipated expenses directly attributable to the operation of the Freedom Center in accordance with this Agreement.

4. The proposed Annual Budget will clearly outline the cost of operation of the Freedom Center based on the programs expected to be offered during the succeeding year and will estimate the expected participation of residents of Prince William and Manassas, the students and employees of George Mason and users not represented by the Parties. The proposed Annual Budget will clearly outline the pricing schedule for each program or service that is calculated to support the expenditures required for that program or service. The proposed Annual Budget will clearly show the total amount of annual capital improvement expenditures and each Party's contribution. The annual budget shall include a Capital Reserve Fund that will be established and maintained to fund major capital replacement and maintenance repairs.

5. The Advisory Board will provide recommendations and comments concerning the proposed Annual Budget to Freedom Center staff by the January Advisory Board Meeting of each year. The staff will review these comments and recommendations and will prepare a final proposed budget to be adopted by the Advisory Board in the March Advisory Board Meeting.

6. All budgets will be prepared in accordance with state law and procedure and, where practical, in accordance with guidelines established by the governing bodies of the Parties for budget submission.

7. All budgets will allocate to the Parties their proportionate share of the subsidy, as may be required, based on the verifiable percentage of the total use of the facility which is represented by the use of their residents, employees or students, as applicable. For the
purpose of determining use, all George Mason users will be assigned as such with no regard to their legal domicile.

B. Approval and Appropriation of Annual Budget Constitutes Acceptance by Parties

Approval and appropriation of the Annual Budget by each Party will constitute acceptance of the Annual Budget.

C. Annual Payment

George Mason shall invoice the Parties its respective share of the Annual Budget in the first quarter of each fiscal year.

ARTICLE VII. ACCOUNTING AND AUDIT PROCEDURE

A. Manuals and Statements:

George Mason will prepare and execute manuals and statements of operating procedure to ensure the efficient and effective operations of the Freedom Center. These procedures will be in accordance with relevant state and university policy, and to the extent allowed by law and George Mason policy, they will not be inconsistent with any policy duly adopted by the Advisory Board.

B. Compliance with State and Local Law:

Manuals and statements of operating procedures will include accounting and auditing systems consistent with the requirements of state and applicable local law. These will be designed to clearly show the governing bodies of the Parties that the revenues assigned to each party are appropriately assigned, based on actual use statistics.

C. Annual Audit Reports:

George Mason shall be responsible for obtaining an annual audit of the operations of
the Freedom Center, the results of which will be available to the Advisory Board and the governing bodies of the Parties.

ARTICLE VIII. WITHDRAWAL:

If any Party chooses not to continue their participation in this Agreement, they will give the remaining Parties one year written notice of their intention to withdraw from this Agreement.

ARTICLE IX. AMENDMENTS TO THIS AGREEMENT

A. Recommendations for Amendment:

The governing body of any party may present to the other Parties recommendations for amendment to this Agreement. The Freedom Center staff will review the recommended amendments or changes and will submit the recommendations to the Advisory Board for consideration. The Advisory Board shall present to the Parties its recommendations for action on the proposed changes.

B. Amendment:

The unanimous consent of all Parties is required for amendments to this Agreement. All amendments shall be in writing and executed with the same formality as this Agreement.

C. Additional Parties:

Additional parties may be added to this Agreement from time to time through an amendment.

ARTICLE X. TERMINATION OF THIS AGREEMENT

A. Compliance with Applicable Law:

The Parties shall carry out their duties and responsibilities under this Agreement in accordance with all applicable federal, Virginia and local laws and regulations.

B. Termination for Default:
This Agreement may be terminated unilaterally by any Party for the failure of any other Party to perform its obligations hereunder after the defaulting Party has been given notice of the default and at least 30 days to cure the default. In such event, but subject to the limitations set forth in Article XI hereof, the defaulting Party shall pay on or before such termination a sum of money equal to such defaulting Party's proportionate share of the remaining Capital Improvement fund contributions, such share to be determined by applying the cost allocation formula described in Article VI for the fiscal year in which such default and termination occurs. The failure to appropriate pursuant to Article XI shall not constitute a default hereunder.

C. **Expiration of this Agreement and all Extensions:**

The Parties agree to enter into discussions eighteen (18) months prior to expiration of any term of this Agreement to address the future of the Freedom Center.

**ARTICLE XI. ALL PAYMENTS SUBJECT TO APPROPRIATION**

A. No payment responsibilities set forth herein shall constitute a debt of Prince William or Manassas within the meaning of any constitutional or statutory limitation; provided however, that Prince William and Manassas each acknowledge that it currently intends to budget and appropriate annually during the term of this Agreement amounts sufficient to pay the amounts allocated to and payable by it hereunder for such fiscal year, and each is obligated to make payments as provided in this Agreement to the extent funds have been appropriated therefore. If Prince William or Manassas fails to make a payment hereunder for which funds have been budgeted and appropriated, such failure shall constitute a default hereunder to the extent of the amount budgeted and appropriated.

B. Notwithstanding anything in this Agreement to the contrary, all payment obligations of Prince William and of Manassas, set forth in this Agreement are, in each case,
limited to and dependent upon appropriation of the funds therefore by, in the case of Prince William, the Board of County Supervisors and, in the case of Manassas, the City Council. If Prince William or Manassas fails to make a payment hereunder because funds have not been appropriated therefore, such failure shall constitute an immediate withdrawal from this Agreement pursuant to this Article XI which shall not give rise to the payment of any sum of money as a result thereof.

C. Prince William agrees to require its County Executive to include as a line item in the annual budget presented to the Board of County Supervisors funds sufficient to fund Prince William's obligations under this Agreement for each fiscal year. If such funds are not budgeted or, having been budgeted, not appropriated, Prince William agrees to give prompt notice to the other Parties. Prince William further agrees to notify in writing its independent auditors and all rating agencies that have issued ratings for Prince William's indebtedness of the undertakings made by Prince William in this Agreement.

D. Manassas agrees to require its City Manager to include as a line item in the annual budget presented to the City Council funds sufficient to fund Manassas obligations under this Agreement for each fiscal year. If such funds are not budgeted or, having been budgeted, not appropriated, Manassas agrees to give prompt notice to the other parties. Manassas further agrees to notify in writing its independent auditors and all rating agencies that have issued ratings for Manassas' indebtedness of the undertakings made by Manassas in this Agreement.

E. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. It is further understood that expenses paid by George Mason is derived from appropriations. Therefore, notwithstanding any provision in this Agreement to the contrary, if
any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Agreement for George Mason, this Agreement and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

OK RLC

ARTICLE XII. REPRESENTATIVES OF THE PARTIES

Prince William's representative for matters involving the day-to-day administration of this Agreement shall be the County Executive or his or her designated representative. Manassas's representative for matters involving the day-to-day administration of this Agreement shall be the City Manager or his or her designated representative. George Mason’s representative for matters involving the day-to-day administration of this Agreement shall be its Senior Vice President for Administration and Finance or his or her designated representative.

ARTICLE XIII. NOTICES

All demands, notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid and addressed to the person or office designated pursuant to Article XII. Such addresses may be changed from time to time by written notice to the designated representatives of all other Parties.

ARTICLE XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

ARTICLE V. NONDISCRIMINATION

In the carrying out of this Agreement, no Party shall discriminate in any manner that violates Federal or Virginia law or its own policy.

ARTICLE XVI. SEVERABILITY
If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

ARTICLE XVII. APPLICABLE LAW

This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

ARTICLE XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties thereto on separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the RECTOR AND BOARD OF VISITORS OF GEORGE MASON UNIVERSITY, the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA and THE CITY OF MANASSAS, VIRGINIA, have caused this Agreement to be executed in their respective names by their duly authorized representative effective as of the Commencement Date.

(SEAL) ATTEST: THE RECTOR AND BOARD OF VISITORS OF GEORGE MASON UNIVERSITY

__________________________
BY:___________________________
Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Date:___________________
(SEAL)  
ATTEST:  
THE BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA  

______________________  
Clerk  

______________________  
BY:______________________  
Chairman  

Date:______________________  

(SEAL)  
ATTEST:  
THE CITY OF MANASSAS, VIRGINIA  

______________________  
City Clerk  

______________________  
BY:______________________  
Mayor  

Date:______________________  

74
### Agenda Item:

**Title:** Annual Report: Manassas Regional Airport Commission for Fiscal Year 2018

**Recommendation:** Information Item Only

**Motion:** N/A

**Date Last Considered by City Council:** March 14, 2016

**Summary and/or Comments:**
Dan Radtke, Chairman of the Manassas Regional Airport Commission, will present the annual report for fiscal year 2018 to City Council.

**Board – Committee – or Commission Reviewed:** N/A

**Fiscal Impact:** N/A

**Staff Contact:** Juan E. Rivera, Airport Director  
jrivera@manassasva.gov  
(703) 361-1882
Meeting Date: August 27, 2018

Time Estimate: 10 Minutes

Agenda Title: Public Hearing: Resolution #R-2019-12: Authorize Use of Eminent Domain for Road Improvements to Route 28 – Nokesville Road


Motion: I move that the Public Hearing be closed and that Resolution #R-2019-12 be approved.

Date Last Considered by City Council: N/A

Summary and/or Comments: Route 28 Nokesville Road is being widened from 4 to 6 lanes from Godwin Drive to Pennsylvania Avenue. We have not been able to reach agreement with two property owners for frontage and easements necessary for the project. Adoption of the resolution allows the project to continue moving forward by acquiring the needed property through eminent domain. We will continue to negotiate and try and reach agreement and avoid going to litigation if at all possible.

Board - Committee - or Commission Reviewed: N/A

Fiscal Impact: Total appraised value for the needed right of way and easements is $137,700.00. Final amount to be determined.

Staff Contact: Bryan Foster, Deputy City Manager
bfoster@manassasva.gov
(703) 257-8226

Craig Brown, City Attorney
cbrown@manassasva.gov
(703) 257-8208
WHEREAS, it is necessary for the City of Manassas (hereinafter, “the City”) to acquire fee simple right of way and easements (collectively, the “Properties”) by purchase or eminent domain from various owners as shown in the list attached hereto as Exhibit 1 to this Resolution, for the purpose of improving Nokesville Road, a public road, and for the purpose of relocating public utilities associated with Nokesville Road, all as shown on the plans attached as Exhibit 2 to this Resolution; and

WHEREAS, acquisition of the fee simple right of way and the storm sewer, temporary construction and grading, and utility easements (“the Easements”) constitutes a public use and serves a public purpose for roadway and other public improvements within the City of Manassas; and

WHEREAS, Virginia Code Sections 15.2-1901, 15.2-1901.1, and 25.1-204 and Section 18.Q. of the City Charter give the City the power to exercise the right of eminent domain if the City is unable to purchase property rights after making a good faith effort to purchase, or where consent cannot be obtained because one or more of the owners (i) is a person under a disability or is otherwise unable to convey legal title to such property, (ii) is unknown, or (iii) cannot with reasonable diligence be found within this Commonwealth; and

WHEREAS, the City needs to acquire the Properties using the “quick take” method set out in Chapter 3 of Title 25.1, Code of Virginia in order to construct the planned improvements to Nokesville Road; and

WHEREAS, the City has made bona fide efforts to purchase the Properties from those owners who can be found with reasonable diligence, and has used reasonable diligence to locate the other owners;

NOW, THEREFORE, BE IT RESOLVED by the City Council meeting in regular session this 27th day of August, 2018:

1. That the adoption of this Resolution constitutes the City’s certification that the acquisition of the Properties has been reviewed by the condemnor for purposes of complying with Virginia Code § 1-219.1 and that the acquisition of the Properties is for a public purpose and public use, namely for the possession, ownership, occupation, and enjoyment of the Properties by the public as a public street with associated Easements;
2. That the City does hereby authorize the City Manager to continue to make offers for purchase of the Properties to the owners thereof in amounts which represent the fair market value of that owner’s portion of the Properties, as determined according to law, and to continue to negotiate with the owners of the Properties, making a bona fide effort to purchase their interests. The City Manager is authorized to adjust the exact amount of land needed for the acquisition and the final grading of such Properties through negotiations;

3. That the City hereby authorizes the City Attorney, or outside legal counsel retained by him, to petition the Circuit Court for the 31st Judicial Circuit in the name of the City for condemnation of the Properties or portions thereof which have not been sold to the City;

4. That, pursuant to Virginia Code §§ 15.2-1904(D) and 25.1-305(A)(2), the City authorizes its City Manager to verify by affidavit any petition required to be filed for condemnation, authorizes its City Manager to issue a certificate of deposit relating to the Properties, and authorizes its Director of Finance to countersign the certificate for availability of funds; and

5. That the City authorizes the payment into the court of the offered payment for each of the Properties upon the owner’s filing of a petition for payment under Virginia Code § 25.1-310.

Harry J. Parrish II
Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea P. Madden
City Clerk

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
EXHIBIT 1 TO CITY COUNCIL RESOLUTION R-2019-12

The following properties are to be acquired by eminent domain, if necessary, for the Route 28/Nokesville Road project:

Landowner: Hashimi LLC
Mailing Address: P.O. Box 490, Linden, VA 22642
Parcel Address: 10439 Nokesville Road, Manassas, VA 20110
Property Use: Commercial

Landowner: Hamid Reza Taghipour, Fatemeh Navab
Mailing Address: 21407 Maple Hollow Court, Sterling, VA 20164
Parcel Address: 10431 Nokesville Road, Manassas VA 20110
Property Use: Vacant

Landowner: Hamid Reza Taghipour, Fatemeh Navab
Mailing Address: 21407 Maple Hollow Court, Sterling, VA 20164
Parcel Address: 10419 Nokesville Road, Manassas, VA 20110
Property Use: Vacant

Landowner: Hamid Reza Taghipour, Fatemeh Navab
Mailing Address: 21407 Maple Hollow Court, Sterling, VA 20164
Parcel Address: 10417 Nokesville Road, Manassas, VA 20110
Property Use: Vacant
Meeting Date: August 27, 2018

Time Estimate: 15 Minutes

Agenda Title: Authorization of a Closed Meeting

Recommendation: Authorize a Closed Meeting

Motion: I move that Council convene in a closed meeting to discuss the following, as permitted by Virginia Code § 2.2-3711 (A) (3) and (A) (5): the acquisition of real properties within the City of Manassas for public park and public safety purposes, because discussion in an open meeting would adversely affect the City’s bargaining position and to discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business’ or industry’s interest in locating or expanding its facilities in the community.

Date Last Considered by City Council: N/A

Summary and/or Comments: If the City Council votes to hold a closed meeting, the Council will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: W. Patrick Pate, City Manager
ppate@manassasva.gov
(703) 257-8212
Meeting Date: August 27, 2018

Time Estimate: N/A

Agenda Title: Certification of the Closed Meeting

Recommendation: Certify the Closed Meeting

Motion: *I move that the Council certify that, in the closed meeting just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in a closed meeting and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion.*

Date Last Considered by City Council: N/A

Summary and/or Comments: If the City Council votes to hold a closed meeting, the Council will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: W. Patrick Pate, City Manager
ppate@manassasva.gov
(703) 257-8212