



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council
Regular Meeting
September 4, 2018 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Councilmember Reports**
5. **Mayor's Report**
6. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Building Official
 - d. Town Manager
 - e. Town Treasurer
 - f. Chief of Police
 - g. Events & Community Development Director
 - h. Boards and Commissions
7. **Regular Business**
 - a. Request from Occoquan Historical Society for Event Sponsorship
 - b. Request to Accept DMV - National Highway Safety Traffic Administration highway safety grants
 - c. Request to Appoint ASAP Representative
 - d. Request to Appoint Members to the Board of Zoning Appeals
 - e. Request from the Craft Show Exploratory Committee to Rent Equipment
 - f. Request for Direction Regarding Logo, Tagline, and Branding

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.

8. Closed Session

9. Adjournment



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TOWN COUNCIL
Earnie W. Porta, Jr., Mayor
Patrick A. Sivigny, Vice Mayor
J. Matthew Dawson
Cindy Fithian
Laurie Holloway
Eliot Perkins

**INTERIM TOWN
MANAGER**
Elizabeth A.C. Quist

Town Engineer's Report Town Council Meeting -September 4, 2018

Kayak/Canoe Launch - no change from last report

Two bids received, both over budget. Looking for alternative funding sources, working with Department of Conservation and Recreation (DCR). Mayor working with PWC on potential funding.

River Mill Park - Moisture Issue in Storage Room - no change from last report

Evaluating options for corrections as directed by Council during November meeting.

Kiely Court Project - update from last report

Land Disturbance Permit issued - construction commenced. Plan revision submitted (slight shift in building location, addition of gas meters, and the elimination of retaining walls). Review comments issued and forwarded to owner on 7/12/18 - awaiting response from owner. Assuming owner proceeds, the revision will be a presentation to Town Council at future date.

Rivertown Project - no change from last report

Land Disturbance Permit issued - construction proceeding.

Stormwater Management Program - Prince William County - no change from last report

Inventory of storm system completed, with report of findings presented by PWC on 7/12/18. Plan for use of information being formulated by staff.

-END-

Town of Occoquan - Permit Report
 August 2018

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date	Sq Feet	Valuation	City
BLD2019-00547	402 FORTRESS WAY	KITCHEN RENOVATION TO CONDO UN	Building	Issued	C - Alteration/Repair	07/30/2018		0.00	\$16,000.00	OCCOQUAN
BLD2018-04471	313 MILL ST	PARTIAL ROOF REPAIR DUE TO WATE	Building	Issued	C - Alteration/Repair	02/23/2018		800.00	\$10,000.00	OCCOQUAN
BLD2018-03636	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR	Building	Issued	C - Alteration/Repair	05/23/2018		250.00	\$20,000.00	OCCOQUAN
ELE2018-04745	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR	Electrical	Issued	C - Alteration/Repair	06/28/2018		250.00	\$20,000.00	OCCOQUAN
MEC2018-01930	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR	Mechanical	Issued	C - Alteration/Repair	07/18/2018		250.00	\$1,500.00	OCCOQUAN
PLB2018-01804	408 MILL ST	ALTERATION/REPAIRS FOR INTERIOR	Plumbing	Issued	C - Alteration/Repair	07/18/2018		250.00	\$20,000.00	OCCOQUAN
BLD2018-04612	416 MILL ST	BANN THAI OLD TOWN - TLO	Building	Finald	C - Tenant Layout	06/26/2018	08/22/2018	1,648.00	\$1,500.00	OCCOQUAN
ELE2018-05514	416 MILL ST	BANN THAI OLD TOWN - TLO	Electrical	Finald	C - Tenant Layout	08/09/2018	08/16/2018	1,648.00	\$400.00	OCCOQUAN
GAS2018-02343	416 MILL ST	BANN THAI OLD TOWN - TLO	Gas	Finald	C - Tenant Layout	08/08/2018	08/16/2018	1,648.00	\$150.00	OCCOQUAN
MEC2018-03498	416 MILL ST	BANN THAI OLD TOWN - TLO	Mechanical	Finald	C - Tenant Layout	08/08/2018	08/16/2018	1,648.00	\$1,400.00	OCCOQUAN
PLB2018-02753	416 MILL ST	BANN THAI O TOWN - TLO	Plumbing	Finald	C - Tenant Layout	08/10/2018	08/16/2018	1,648.00	\$300.00	OCCOQUAN
BLD2018-02969	426 MILL ST	LOT SPECIFIC SFD - KIELY RESIDENC	Building	Pending	R - New Single Family Dwelling			3,942.00	\$1.00	OCCOQUAN
BLD2018-02984	430 MILL ST	KIELY RESIDENCE - LOT SPECIFIC SFD	Building	Pending	R - New Single Family Dwelling			2,713.00	\$100.00	OCCOQUAN
BLD2019-00434	389 MYRTLE PL	REMODEL KITCHEN - MOVE KNEE WA	Building	Issued	R - Alteration/Repair	08/07/2018		0.00	\$1,500.00	OCCOQUAN
ELE2019-00195	389 MYRTLE PL	UPGRADE KITCHEN ELECTRICAL	Electrical	Issued	R - Alteration/Repair	07/16/2018		0.00	\$1,800.00	OCCOQUAN
GAS2019-00024	389 MYRTLE PL	move gas line for stove approximately 9'	Gas	Issued	R - Alteration/Repair	07/24/2018		2,000.00	\$600.00	OCCOQUAN
PLB2019-00198	389 MYRTLE PL	RELOCATE PLB PIPE FOR SINK	Plumbing	Issued	R - Alteration/Repair	07/27/2018		2,000.00	\$800.00	OCCOQUAN
BLD2014-05879	1441 OCCOQUAN HEIGHTS	DECK	Building	Issued	R - Addition	04/25/2014		288.00	\$6,700.00	OCCOQUAN
BLD2019-00693	101 POPLAR LN	EXTENDING EXISTING DECK 6 X 12.6 A	Building	Issued	R - Addition	08/08/2018		267.00	\$65,693.00	OCCOQUAN
BLD2018-02753	113 POPLAR LN	36' x 18' INGROUND POOL	Building	Issued	R - Swimming Pool	12/07/2017		648.00	\$60,000.00	OCCOQUAN
ELE2018-02286	113 POPLAR LN	36' x 18' INGROUND POOL	Electrical	Issued	R - Swimming Pool	12/07/2017		648.00	\$6,000.00	OCCOQUAN
ELE2019-00599	113 POPLAR LN	Install circuits, fixtures, and receptacles	Electrical	Issued	R - Alteration/Repair	08/15/2018		3,550.00	\$2,200.00	OCCOQUAN
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to P	Gas	Issued	R - Swimming Pool	01/16/2018		0.00	\$2,000.00	OCCOQUAN
BLD2018-04392	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 15	Building	Issued	R - New Townhouse	03/22/2018		2,754.00	\$45,000.00	OCCOQUAN
BLD2018-04390	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 15	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
BLD2018-04393	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1	Building	Issued	R - New Townhouse	03/22/2018		2,790.00	\$45,000.00	OCCOQUAN
BLD2018-04376	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 15	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
BLD2018-04394	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1	Building	Issued	R - New Townhouse	03/22/2018		2,754.00	\$45,000.00	OCCOQUAN
BLD2018-04375	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 15	Building	Issued	R - New Townhouse	03/22/2018		3,246.00	\$45,000.00	OCCOQUAN
BLD2018-04008	199 UNION ST	UPDATE AND REPAIR BATHROOM IN R	Building	Issued	C - Alteration/Repair	01/31/2018		64.00	\$1,000.00	OCCOQUAN
PLB2018-01862	199 UNION ST	INTERIOR RENOVATIONS TO LAUNDR	Plumbing	Issued	C - Alteration/Repair	01/31/2018		25.00	\$4,000.00	OCCOQUAN
BLD2019-00218	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KI	Building	Pending	C - Tenant Layout			1,242.00	\$75,000.00	OCCOQUAN
ELE2019-00426	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KI	Electrical	Pending	C - Tenant Layout			1,242.00	\$75,000.00	OCCOQUAN
GAS2019-00113	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KI	Gas	Pending	C - Tenant Layout			1,242.00	\$75,000.00	OCCOQUAN
PLB2019-00145	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KI	Plumbing	Pending	C - Tenant Layout			1,242.00	\$75,000.00	OCCOQUAN
PLB2018-02373	411 UNION ST	CONVERTING FROM SEPTIC TO PUBLI	Plumbing	Issued	R - Alteration/Repair	03/23/2018		0.00	\$15,000.00	OCCOQUAN
BLD2019-00785	131 WASHINGTON ST	FINISH BASEMENT -BEDROOM-MODIF	Building	Issued	R - Alteration/Repair	08/13/2018		215.00	\$750.00	OCCOQUAN
ELE2019-00643	131 WASHINGTON ST	Installing arc fault and smoke detector for	Electrical	Issued	R - Alteration/Repair	08/16/2018		215.00	\$500.00	OCCOQUAN
PLB2019-00381	131 WASHINGTON ST	FINISH BASEMENT -BEDROOM-MODIF	Plumbing	Issued	R - Alteration/Repair	08/15/2018		215.00	\$750.00	OCCOQUAN
BLD2019-00357	109 WASHINGTON SQUARE	ADDING SPIRAL STAIRCASE TO EXIST	Building	Issued	R - Alteration/Repair	08/24/2018		10.00	\$5,000.00	OCCOQUAN
PLB2018-01956	103 WEST LOCUST ST	Water Service	Plumbing	Issued	R - Alteration/Repair	02/08/2018		0.00	\$1,400.00	OCCOQUAN

END OF REPORT



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Town Treasurer's Report Town Council Meeting – September 4, 2018

**INTERIM TOWN
 MANAGER**
 Elizabeth A.C. Quist

TOWN TREASURER
 Carla M. Rodriguez

Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Meals Tax Audit	Pending (1)	None	Pink Bicycle Tea Room (Review Pending)
BPOL Audit	Pending (1)	2012 License Year	Fathom Realty (Review Pending)

Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Occoquan Inn/Virginia Grill	2	7/24/2018	Not compliant
Pink Bicycle Teal Room	5	7/24/2018	Not compliant

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Selecman, James	5 Years	\$1,476.29	06/14/18	Compliant - monthly payment plan
Granny's Cottage Inc	2 Years	\$134.40	07/23/18	Not Compliant

Other Items of Note

None.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

7. Regular Business	Meeting Date: September 4, 2018
7A: Request from Occoquan Historical Society for Event Sponsorship	

Explanation and Summary:

The Occoquan Historical Society (OHS) will be holding a “Chicken and Cream” fundraising event on Sunday, October 7th from 4-7 pm at River Mill Park. OHS has paid the weekend rental fee for the park of \$500, but is requesting that the Town of Occoquan be the named sponsor of the event by donating \$500, and inform Fairfax Water of plans for the Special Event in accordance with the lease agreement for River Mill Park.

In 1910, The Washington Post published an article titled “A Pleasant Auto Trip into Old Virginia”. The article detailed turn-by-turn directions for the 25.5-mile journey from Washington to Occoquan, and gave the history of the area as well as things to do when you arrive. In addition to great fishing and bathing in the Occoquan River, the Post remarked on the fine chicken dinner that could be obtained at the little hotel in our village.

This event is expected to draw approximately 100 people, a local brewery will be retained to serve beer, and three local restaurants will compete for the title of “Best Chicken in Occoquan”. Strawberry ice cream will also be on the menu for this event, as it was another item Occoquan was famous for many years ago.

Town Manager Recommendation: Recommend approval.

Cost and Financing: \$500.00

Account Number: Parks & Events - 69290

Proposed/Suggested Motion:

“I move to approve the sponsorship of Occoquan Historical Society’s “Chicken and Cream” fundraiser at a sponsorship level of \$500.00 and direct staff to notify Fairfax Water of the Special Event.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

7. Regular Business	Meeting Date: September 4, 2018
7B: Request to Accept DMV - National Highway Safety Administration Highway Safety Grant	

Explanation and Summary:

This is a request to have the Town Council accept the Department of Motor Vehicles ("DMV") pass-through grant from the National Highway Safety Traffic Safety Administration's (NHTSA) highway safety grants.

Two grant applications were submitted to receive funding to supplement the Town's public safety education and enforcement in the areas of speed enforcement and pedestrian/bicyclist enforcement. The Town received grant agreements in response to those applications. The federal funds obligated under these grants are as follows:

- Selective Enforcement - Speed federal funding \$3,350.00
- Selective Enforcement - Pedestrian/Bicyclist federal funding \$1,572.00

The grants require a 50% soft match from the Town which would be a total of \$2,461.00.

The Grants are cost reimbursement.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$7,383.00 (\$4,922.00 to be reimbursed)

Account Number: (Public Safety Labor \$4,422 / Equipment \$500 / Fuel and Maintenance \$2,461)

Proposed/Suggested Motion:

"I move to accept the grant funds from the DMV pass-through grants from the National Highway Safety Traffic Safety Administration and approve the soft match of up to \$2,461.00."

OR

Other action Council deems appropriate



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

7. Regular Business	Meeting Date: September 4, 2018
7C: Request to Appoint ASAP Representative	

Explanation and Summary:

The Town adopted a Resolution in 2012 to participate in the establishment of the Policy Board for the Bull Run Alcohol Safety Action Program (ASAP). The Bull Run ASAP is a state-certified agency in Prince William and Loudoun Counties which provides probationary services to persons who have been convicted of Driving Under the Influence of Alcohol and/or Drugs. The program is totally self-funded by fees paid by the offenders referred from the Court.

There is no liability to the Town for a Board Member's participation. The ASAP program, including all Board members, are fully insured by the Virginia Municipal League.

Chief of Police Recommendation: Recommend approval.

Town Manager Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to appoint Councilmember Laurie Holloway to the Bull Run ASAP Policy Board until such time as her appointment expires or the Council deems otherwise."

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: September 4, 2018
7 D: Appointment to Board of Zoning Appeals	

Explanation and Summary:

Mary Ann Phelps' appointment to the Board of Zoning Appeals (BZA) expired on January 31, 2018. Additionally, Christopher Hardy has resigned from the BZA. The Prince William County Circuit Court makes appointments to the Board of Zoning Appeals; however, the Town Council is asked to recommend three names to the Court for consideration and appointment of one individual, for each vacancy.

The Board of Zoning Appeals is described in Chapter 2, Division 3 of the Town Code. The Board is to consist of five residents of the town, who are appointed by the circuit court for a five-year term. Members are able to serve consecutive terms. Ms. Phelps will continue to serve until she is reappointed or a successor is appointed and qualified.

Town Attorney's Recommendation: Recommend identifying three residents to submit to the Circuit Court for consideration and appointment of one individual to the BZA for each vacancy.

Town Manager's Recommendation: Concur with Town Attorney's recommendation.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to submit the following individuals for consideration of appointment to the Board of Zoning Appeals to the Prince William County Circuit Court: _____."

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

7. Regular Business	Meeting Date: September 4, 2018
7E: Request from the Craft Show Exploratory Committee to Rent Equipment	

Explanation and Summary:

The Craft Show Exploratory Committee was created in April 2018 to review the purpose and goals of the Show and provide recommendations to Town Council on the future of the shows. The Committee has met regularly since then, researching and compiling statistical data from the show's history, and also gathering narrative information from past Council minutes and past Directors.

Thus far, the Committee has expended no financial resources of the Town in gathering information on which to base its recommendations to Council, which will be in the form of a report presented in November 2018. The Committee has determined that the final piece of information required is a formal, short survey of the current visitors to the event, which can be taken as they are awaiting buses on Saturday and Sunday at the Fall Show.

In order to maximize participation and ease of tallying responses, the Committee would like to rent ten (10) iPads for the last weekend in September. The Events and Community Development Director has received a quote from Rentacomputer.com for \$880.00. This is a request for a not-to-exceed amount of \$1,000 in case of increases in shipping or an additional day for set-up is required.

Town Manager Recommendation: Recommend approval.

Cost and Financing: NTE \$1,000.00

Account Number: Craft Show Fund - 61220

Proposed/Suggested Motion:

"I move to approve the rental of ten iPads with the associated data plans for volunteer use during the Fall Arts & Crafts Show to collect survey data from visitors at a cost not to exceed \$1,000."

OR

Other action Council deems appropriate.



Rental Proposal

Quote Date: 8/7/2018

Quote #: 1791334

Company Information
 Company: City of Occoquan
 Name: JULie Little
 Address: OccoquanVA
 Phone:
 Fax:
 Email: JLittle@occoquanVA.gov

Delivery Information
 Company: City of Occoquan
 Name: JULie Little
 Address: Occoquan VA
 Phone:

Payment/Rental Information

Rental Period: 2 jDay Delivery Date: 9/28/2018 Time TBA Pickup Date: 10/1/2018 Time TBA
 Pay Method: Credit Card FRP Points: 8

Quan.	Equipment Description	Unit Price	Total
10	Apple iPad AIR 16GB iOS 11 / WIFI / Dual Camera / 9.7" Built In Speaker / Mic / 3.5mm Headphone Port Power Adapter with Wall Charger / Folio Case (WiFi Model-4G Service Available By Request -Additional Fees Apply) - For iPad Users: If you sign into your iCloud account during the rental, please LOG OUT before returning the device. Ensure "Find My iPad" is switched to off and your credentials no longer appear in the iCloud field. If returned logged in, an additional rental fee may apply. We are not able to reuse the rental iPads until you have logged out of your account.	\$55.00	\$550.00
10	4G/3G Service - 1GB US Domestic Data Plan (overages & international roaming fees apply) (Rentacomputer.com is not responsible for dropped connections or process speed.)	\$25.00	\$250.00
	ROUND TRIP GROUND SHIPPING - Return Label Provided (Client responsible for pick up by shipper, late fees may apply if not returned on designated date.) *ADVANCE RESERVATIONS REQUIRED* 5 Business Day Notice Required to Guarantee Terms of Proposal		
		Sub Total:	\$800.00
		Delivery & Pickup:	\$80.00
		Tax (0%):	\$.00
		Total (USD):	\$880.00

Signature: _____



Rental Proposal

Quote Date: 8/7/2018

Quote #: 1791334

Reservation Procedure

Please review the configuration and pricing for accuracy. To confirm your order, please sign each page of the proposal and the Master Equipment Rental Agreement and return the proposal by email or by fax.

Cancellation Policy

100% cancelation fee for all orders refused at delivery/cancelled same day. 50% cancelation fee for orders cancelled within 24-48 hours of scheduled delivery date. 15% cancellation fee may apply if order is cancelled after reservations. (Shipped orders – refer to date shipped as delivery date.)

Proposal Acceptance

Renewals: This contract will renew automatically until the equipment is returned. Risk: Customer assumes all risk of loss or damage to the equipment. Damage Insurance: For \$40.00 risk will be limited as described in the Master Equipment Rental Agreement.

Yes, I would like Damage Insurance

No, I do not want Damage Insurance and assume all risks.

Signature: _____
Printed Name: _____
Date: _____

Billing Information

Type: MasterCard Visa Discover Amer Ex.
Name on Card: _____
Address: _____
Card #: _____
CVV Code: _____
Exp Date: _____

By signing above you agree to the entire proposal and terms of your Master Equipment Rental Agreement.

Master Equipment Rental Agreement: The rental of equipment described on all Rental Proposals which refer to this Agreement shall be governed by this Master Equipment Rental Agreement.

OWNERSHIP

All equipment including accessories and software rented by customer (Lessee) is and shall remain CFR's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of CFR's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this Agreement.

EQUIPMENT UPGRADES

Unless otherwise noted on quote and invoice, all equipment details are minimum specifications. CFR reserves the right to upgrade equipment as necessary to fulfill orders at no cost to the Client. Client is liable for the value of the equipment delivered.

RENT

Lessee shall pay the rent indicated in on all executed Rental Proposals, by the date indicated. Late charges may apply if Agreement is not met. Lessee understands that any credit card number on record with CFR may be debited for any overdue or unpaid invoices or for damages occurring to equipment during rental.

RENTAL PERIOD

For orders that are hand-delivered the rental period begins on the date of delivery and ends the date of pick up. For shipped orders the rental period begins on the date of delivery by shipping carrier and ends the date of pick up.

ADJUSTMENTS

Rental rates are based on the length of the rental period indicated in the Rental Proposal. Rates will not be adjusted if the Lessee terminates this Agreement prior to the expiration of the term indicated nor is CFR required to credit or prorate any rental fees if equipment is returned early.

USE & STORAGE

Lessee is responsible for providing safeguards against damage, loss or theft. Lessee shall not permit

the equipment to be used in connection with any activity, legal or illegal, which could result in confiscation, attachment or removal of equipment by any authorities.

RETURN OF EQUIPMENT

For orders to be picked up by CFR, Lessee shall make all equipment available at the location, date and time indicated on executed Rental Proposal. For orders to be shipped, Lessee shall ship equipment back by date and time indicated on executed Rental Proposal and provide CFR a tracking number for said shipment.

LIABILITY RISKS

Lessee agrees to keep the equipment fully insured during the entire rental period by an all-risk policy. Lessee is responsible for all equipment damages and losses from the period of drop off or delivery until the period of pickup or return. CFR is not obligated to deliver or release any equipment until Lessee has provided satisfactory evidence of insurance coverage.

DAMAGE INSURANCE

Optionally, CFR will relieve Lessee of obligation under the above LIABILITY RISKS clause (excluding theft, misuse, or abuse) in consideration of your acceptance and payment of five percent (5%) of the aggregate rental charges. There is a deductible of twenty percent (20%) the replacement/repair cost at the time equipment is reported damaged or returned to CFR and noted as damaged. Damage insurance must appear on quote and invoice along with equipment rental and cannot be purchased after delivery of equipment.

REPAIRS & SERVICE

Lessee is required and shall promptly notify CFR of any malfunction of the equipment. Repair or replacement will be made within forty eight (48) hours

at the cost of CFR. Lessee shall bear the cost of service and repairs made necessary by Lessee's fault or negligence.

LIABILITIES NOT ASSUMED

We will not be liable for misdelivery, nondelivery, misinformation, or failure to provide information in connection with any delivery or shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

DEFAULT

If Lessee breaches any part of this Agreement or if equipment is, in the opinion of CFR, in danger of being confiscated or damaged, CFR may terminate this Agreement. CFR will be entitled to repossess the equipment without notice to Lessee and without liability for any injuries or loss suffered by Lessee due to such repossession. Lessee grants authorization of judgment awarding CFR immediate possession of its equipment and acknowledges permission to Lessee's landlord to allow CFR access to the equipment. Lessee will pay CFR all rental amounts for the entire rental term. Lessee will be liable for all reasonable damages, costs and expenses which CFR has sustained, including, but not limited to, reasonable attorney's fees and other costs of collection.

UNDERWRITING

CFR will not be obligated to deliver or release any equipment unless and until Lessee's account is approved by CFR's Underwriting Department. Approval could be dependent on business application and other factors. CFR reserves the right to deny service

for any reason not explicitly prohibited by law.

GOVERNING LAW

This agreement shall be interpreted under and governed by the laws of the State of Ohio. Legal jurisdiction for any problem arising out of this contract is the City of Middletown, County of Warren, State of Ohio.

TAXES

Lessee understands and agrees that Lessee will be responsible for payment of all taxes related to this transaction, including, but not limited to any and all local sales, use and personal property taxes levied now or in the future.

ENTIRE AGREEMENT

This Agreement and any Rental Proposal(s) constitute the entire agreement and understanding between Lessee and CFR. If any difference in terms exists between this Agreement and any Rental Proposal than the terms on the Rental Proposal shall supersede the terms outlined in this Agreement. Any other changes or modifications must be made to and agreed upon in writing.

DISPUTES

Any disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of CFR provided for in this agreement or otherwise available by law.

Company Name: _____

Authorized By (Print Name): _____

Authorized Signature: _____

Date: _____



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

7. Regular Business	Meeting Date: September 4, 2018
7F: Request for Direction Regarding Logo, Tagline, and Branding	

Explanation and Summary:

In June of 2018, the Town of Occoquan contracted with Imagine Design & Creative Marketing, Inc. to develop brand assets, including a new logo, tagline and supporting visual elements, as well as a style guide. The contractor presented a first draft of these assets at a Town Meeting on August 21st.

This is a discussion that will be led by Mayor Porta to solicit feedback from the Council on the draft elements in order to provide direction to Imagine.

Town Manager Recommendation: N/A.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

N/A