

**CLIFTON TOWN COUNCIL MEETING
TUESDAY, MARCH 7, 2023, 7:30 PM
ELECTRONIC MEETING VIA ZOOM
12641 CHAPEL ROAD
CLIFTON, VA 20124**

In accordance with the Town of Clifton's Declaration of a Local Emergency due to the COVID-19 pandemic under Virginia Code § 44-146.21 which enables the Town of Clifton Government bodies to conduct Town business through electronic public meetings under Virginia Code § 2.2-3708.2, the Town of Clifton Town Council is holding the Meeting noticed herein electronically for the purpose of continuity of government of the Town of Clifton.

The meeting will be conducted using Zoom teleconferencing audio and video service, and connection information will be provided to members of the public to afford the opportunity to citizens to witness the operation of the Town of Clifton government. Connection information is available from, and will be provided by, the Town Clerk.

Present: Mayor Bill Hollaway; Vice Mayor Regan McDonald; Councilmember Steve Effros; Councilmember Patrick Pline; Councilmember Darrell Poe; Councilmember Lynn Screen.
Staff: Amanda Christman, Town Clerk.
Absent: Nick Orrison, Town Treasurer; Vice Mayor McDonald from 8 PM onward; Councilmember Effros from 9:54 PM to 9:56 PM, when the meeting adjourned.

The Regular Meeting was called to order by Mayor Hollaway at 7:30 PM.

Order of Business:

1. Report of the Town Clerk:
 - a. Approval of the Minutes.
 - **Mayor Hollaway moved to approve the February 7, 2023 Regular Town Council meeting Minutes as drafted, seconded by Councilmember Poe. The motion was approved by poll, 6-0.**

The Council discussed the need to update the Town's Boards, Commissions and Committees Roster, which should include removing expired ad-hoc committees as appropriate.

Council Representative Members will consult with their respective committees and Chairs to gather updated information to be reviewed at the April meeting.

2. Report of the Treasurer.

b. Approval of Treasurer's Report – February Report.
See attached report.

- **Mayor Hollaway moved to approve the Treasurer's February 2023 report as presented, seconded, seconded by Councilmember Poe. The motion was approved by poll, 6-0.**

c. United Bank Investment – Update.

Mayor Hollaway reported that the funds discussed at the February 7, 2023 Meeting are moving into CD's with 4 % interest rates, while the interest rate for the funds in the super money market account will be increased to 3.5% per the United Bank manager.

d. Town Audit Update – Update.

Mayor Hollaway reported that the most recent fiscal year audit is three years overdue, and the auditor has not provided a plan for completion. The Council wants the auditor to propose a plan for completing the catch-up audit and going forward.

e. Schedule Budget Work Sessions for 2023-2024 Town Budget.

After a brief discussion, the Council set the dates, times, and forum for the FY-2024 Budget Work Sessions as follows: Monday, April 10; Monday, April 17; and a third session on Thursday, April 20 if needed, at 7 PM, to be held electronically via Zoom.

The Clerk was directed to prepare an Agenda and publish/circulate it in the usual fashion.

3. Citizen's Remarks.

a. Clifton Presbyterian Church – Parking Lot Questions.

Mitch Martin introduced himself as the new church elder in charge of grounds. He indicated that the church is reviewing options for parking lot control and resurfacing, including potentially to limit access to the lot to Clifton Presbyterian Church use, as well as to accommodate increased enrollment in the Preschool program.

4. Reports of Committees:

a. Planning Commission.

Paula Sampson reported on the progress made in updating the Comprehensive Town Plan.

b. Zoning Administrator.

A brief report was given on the recent progress made at 7184 Clifton Road, as well as a pending Sun Design application.

c. Architectural Review Board.

No report.

d. Streetscape Committee.

Geri Yantis reported that the J2 Engineers proposal for additional work is still under review, although the scoping work to be performed by Mueller has been set in motion, to be scheduled by VDOT. VDOT is considering whether they might pay for the stormwater system scoping since the Town already paid for that earlier in the project. The Special Projects

Committee is reviewing a request from VDOT for willingness to do a public hearing with regard to the utility relocation.

e. Committee on the Environment:

i. Bluebird Trail 2022 Season – Update.

To be addressed at the next meeting.

ii. Annual Town Clean-Up Event – March 25.

The Annual Town Clean-Up event is scheduled to take place on March 25 from 8-10 AM.

f. History Committee – Update on Harris Park Signage and Ceremony.

Mayor Hollaway noted that language for the proposed sign has previously been approved by the Council. Town Historian Margo Khosravi recently submitted the language to a professor of African American studies at Harvard University, who provided positive feedback, and only one minor revision. The History Committee has identified a company to design the graphics and fabricate the sign.

g. Board of Zoning Appeals – Recommend New 5-Year Term for Jeff Stein, Expiring March 4, 2028.

- **Mayor Hollaway moved to recommend Jeff Stein for a new 5-yr term on the Board of Zoning Appeals expiring on March 4, 2028, seconded by Councilmember Effros. The motion was approved by poll, 5-0. (Vice Mayor McDonald was absent).**

h. Industrial Development Authority – Reappoint Brant Baber to New 4-year Term, Expiring March 4, 2027.

- **Mayor Hollaway moved to appoint Brant Baber for a new 4-year term on the Industrial Development Authority expiring March 4, 2027, seconded by Councilmember Effros. The motion was approved by poll, 5-0. (Vice Mayor McDonald was absent).**

5. Unfinished Business:

a. Town of Clifton Title VI Plan – Response to VDOT Title VI Review – Approve Plan. See attached letter.

The Council discussed the proposed Title VI Plan as drafted. Councilmember Pline suggested sending a letter to the Civil Rights Office indicating that the Town is working on the draft in good faith but needs additional time to complete and approve it. The Council noted that they believe that the Town is currently in Title VI compliance with respect to Streetscape.

- **Councilmember Poe moved to send a letter as suggested by Councilmember Pline, seconded by Councilmember Effros. The motion was approved by poll, 5-0. (Vice Mayor McDonald was absent).**

b. Replacement of Tree in Ayre Square – Update.

Councilmember Poe reported that a proposal from a local consultant who has worked for the City of Manassas should be forthcoming, and that the Parks Committee may also wish to submit guidance for the tree replacement. Planning Commission representatives noted that the

Adopted by the Town Council on April 4, 2023 as revised

Planning Commission would like the Town to hold off on the project so that they can address the possible tree replacement in Ayre Square as a part of the ongoing Comprehensive Town Plan update.

6. New Business:

a. CBA Proposal to Resurface and Make Improvements to Basketball Court in Harris Park.

See attached proposal.

Steve Bittner reported on the proposed resurfacing and improvement work for the basketball court and its surrounds.

The Council noted that any lockable storage bin should first be approved by the Architectural Review Board, and that its siting should be evaluated by the Planning Commission with respect to setback requirements.

- **Mayor Hollaway moved to approve the request to resurface and improve the basketball court in Harris Park including the installation of a lockable storage bin with the conditions that the Clifton Betterment Association will fund the work, and bin design and placement will be reviewed by the Architectural Review Board and Planning Commission, respectively, seconded by Councilmember Poe. The motion was approved by poll, 5-0 (Vice Mayor McDonald was absent).**

b. Proposal for Maintenance of Flood Plain Parking Area.

Not discussed.

c. Renewal of Town Grass Mowing Contract.

- **Mayor Hollaway moved to renew the Town grass mowing contract with the same company and same terms as last year (\$165 per mowing), seconded by Councilmember Poe. The motion was approved by roll-call: Hollaway: Aye; Effros: Aye; Pline: Aye; Poe: Aye; Screen: Aye; (Vice Mayor McDonald was absent).**

7. Adjournment.

- **Councilmember Poe moved to adjourn, seconded by Mayor Hollaway. The motion was approved by poll, 4-0. (Vice Mayor McDonald and Councilmember Effros were absent).**

The Meeting was adjourned at 9:56 PM



Amanda Christman <clerk@cliftonva.gov>

TOC February 2023 Financials and Notes

Clifton Treasurer <treasurer@cliftonva.gov>

Fri, Mar 3, 2023 at 11:31 PM

To: Pat Pline <ppline@cliftonva.gov>, Stephen Effros <seffros@cliftonva.gov>, William Hollaway <whollaway@cliftonva.gov>, Lynn Screen <lscreen@cliftonva.gov>, Darrell Poe <dpoe@cliftonva.gov>, Regan McDonald <rmcdonald@cliftonva.gov>, Clifton Clerk <clerk@cliftonva.gov>

Good Evening All,

Please see that attached with the below notes.

- \$900k of Town Funds have been moved to a 13 month CD earning 4%.
- Our Super Money market account has been increased to a 3.5% return, so we are parking \$200k+ plus here instead of a CD with penalties for early withdrawal.
- Between Checking and Money Market, we will keep roughly \$250k liquid for upcoming expenses.

Please let me know if you have any questions.

Best,
Nick Orrison

Treasurer
Town of Clifton
571-420-8812

 **02.28.23 Financial Statements.pdf**
131K

2/28/2023 Negotiated Increases

| ASSETS | CD Term | Maturity Date | APR % | |
|-------------------------------------|------------------|-------------------|-------|--|
| Current Assets | | | | |
| Checking/Savings | | | | |
| John Marshall Bank CDs | | | | Funds are remaining as is for Short Term |
| United Bank - Events Acct | | | | |
| United Bank - Haunted Trail Account | | | | |
| United Bank - Events Acct | | | | |
| Checking-United Bank | Min Bal \$2,500 | "Chairman's Club" | 0.10% | |
| Investments-LGIP | | | 0.15% | |
| Money Market Savings-United | Min Bal \$15,000 | 10/31/2020 | 0.25% | Funds are remaining as is for Short Term |
| Security Deposit - United Bank | | | | |
| Total Checking/Savings | | | | 1,460,481.45 |



Town of Clifton Profit & Loss Budget Performance February 2023

| | Feb 2023 | Budget | Jul '22 - Feb '22 | YTD Budget | Annual Budget |
|---------------------|--------------------------------|-----------------|-------------------|------------------|------------------|
| Income | | | | | |
| | 0 | 0 | 3,185 | 0 | 0 |
| | 752 | 417 | 8,360 | 3,333 | 5,000 |
| 1 | 0 | 6,902 | 151,996 | 55,213 | 82,819 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 49,514 | 0 | 0 |
| | 796 | 542 | 4,931 | 4,333 | 6,500 |
| | 0 | 13 | 0 | 100 | 150 |
| | 2,250 | 2,900 | 22,050 | 23,200 | 34,800 |
| | 0 | 111 | 3,025 | 886 | 1,329 |
| 2 | 0 | 1,250 | 15,000 | 10,000 | 15,000 |
| | 11,199 | 8,567 | 45,791 | 68,533 | 102,800 |
| 3 | Total Income | 20,700 | 303,851 | 165,599 | 248,398 |
| | Gross Profit | 20,700 | 303,851 | 165,599 | 248,398 |
| Expense | | | | | |
| | 0 | 0 | 39 | 0 | 0 |
| | 0 | 63 | 0 | 500 | 750 |
| | 155 | 394 | 1,509 | 3,153 | 4,730 |
| | 768 | 12,879 | 40,459 | 103,034 | 154,550 |
| | 186 | 175 | 12,372 | 1,400 | 2,100 |
| | 0 | 1,250 | 0 | 10,000 | 15,000 |
| | 0 | 525 | 0 | 4,200 | 6,300 |
| | 6,057 | 6,192 | 48,692 | 49,534 | 74,300 |
| | 0 | 0 | 0 | 0 | 0 |
| | Total Expense | 21,478 | 103,071 | 171,820 | 257,731 |
| | Net Income | (778) | 200,780 | (6,222) | (9,333) |
| CIF FUNDS: | | | | | |
| CIF Income | | | | | |
| 4 | 0 | 6,667 | | 40,000 | 80,000 |
| CIF Expenses | | | | | |
| | 0 | 0 | 3,045 | 0 | 0 |
| | 0 | 3,500 | 0 | 21,000 | 42,000 |
| | 0 | 4,833 | 0 | 29,000 | 58,000 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 32,500 | 20,842 | 195,000 | 390,000 |
| | Total CIF Expenses | 40,833 | 23,887 | 245,000 | 490,000 |
| | Net Income - CIF Funds | (34,167) | (23,887) | (205,000) | (410,000) |
| | Consolidated Net Income | (34,944) | 176,893 | (211,222) | (419,333) |

Town of Clifton
Profit & Loss Budget Performance
February 2023

NOTES & Highlights: Only major items are highlighted at the Town Council's request.

Our total NEU deposit for COVID relief is officially \$221,173.25. (FY21 deposit \$69,177.25 and FY22 deposit \$151,996.00)

As a reminder, these funds are allowed to be used broadly. The purchase of recent green spaces will cover \$196,805.00 (89%) of these funds reported usage. The remaining \$24,368.25 will likely be reported used for lost revenues on canceled events due to COVID (Homes tour, Haunted Trail, etc.). The look back period is currently 2 years – so the town will not be returning any of these funds.

1

Our first expenditure report was filed 04/30/2022 listing \$196,805.00. The next will be filed 04/30/2023 for the remaining \$24,368.25.

2

State Funding \$15,000 received in December 2022, and check cut to Fire Department January 2023

Actual v. Budget

- Haunted Trail and Homes tour events were uncertain at the time of budget. Revenue accumulively increased by \$47,474.

3

-NEU Deposit was budgeted at minimum expected amount \$82,819. As per note 1, additional revenue \$69,177.

Total increase in Revenue: \$199,470.

4

All Traffic Solutions \$16,092.00 for town speed control expensed to Capital Improvement Funds (CIF).

MARCH
25



Virginia Bluebells, Bonnie Stephens, Fairfax County Times

TOWN OF CLIFTON CLEAN UP

Saturday, March 25
8am - 10am

Meet up with friends and neighbors on Saturday, March 25, 8-10AM, to help clean up our community. We'll set up at the Flood Plain parking lot. In addition to picking up trash there will be opportunities to help with the pollinator garden and bluebird trail. Wear comfortable clothes and sturdy shoes. Coffee & treats for participants. Questions? Email Regan McDonald:

RMCDONALD@CLIFTONVA.GOV

TENNIS COURT RESURFACING PROPOSAL



1390 Chain Bridge Rd.
Suite 100052
McLean, Virginia 22101

Office: 703-830-0777 Email: Sales@Matcs.com
www.MidAtlanticTennisCourts.com

Contract # **VA-23076**
Date **2-12-23**
Salesperson **Robert**

| | | | |
|--|--------------------------|--|---------|
| Company <i>Clifton Town Park</i> | | Number of Courts <i>Basketball Court</i> | |
| Name <i>Steve Bittner</i> | Position | Job Location | |
| Mailing Address <i>12746 Chapel St</i> | | | |
| City <i>Clifton</i> | State <i>VA</i> | Zip <i>20124</i> | Website |
| Phone | Cell <i>571-229-3493</i> | Email <i>stephen.n.bittner@gmail.com</i> | |

We are pleased to submit the following proposal for your consideration to perform the work specified herein, on the above referenced project. THIS AGREEMENT made and entered on the date listed above, by and between Mid Atlantic Tennis Courts Inc, ("MATCS") and owner or agent of owner ("Owner"). WHEREAS, the Owner desires to hire MATCS to perform construction, maintenance, restoration or repair of tennis court(s) located at the above referenced project. In consideration of the foregoing and the mutual promises contained in this Agreement, both parties hereto agrees to the terms, conditions, specifications listed on both the front and back side of this agreement.

| | |
|--|----------------------------------|
| Standard Court Resurfacing | Base Contract \$ 5,800.00 |
| <p><u>Preparation:</u></p> <ul style="list-style-type: none"> -Treat court with Sodium Hypochlorite mixture allow to dwell prior to hydroscrubbing entire court followed by all debris off the court into the surrounding areas. -Clean and fill all cracks or divots in surface with "CPB" mix which is specifically designed for tennis court cracks. -Buff and or hand grind all repair areas flush with the surface. -Topcoat/ prime repair areas with acrylic resurfacer. <p><u>Coatings & Lines:</u></p> <ul style="list-style-type: none"> -Furnish and install two (2) coats of 100% Acrylic Color (Standard stocking colors) over the entire court. It is highly recommended that one (1) coat of Acrylic Resurfacer (option 2) be installed better cover up repairs, and establish a more uniform texture and minimize the likelihood of repairs and surface roughness from shadowing through. -Color Selection to be single tone all Dark Green. -Layout basketball and pickleball court lines to match the existing layout. Tape and install one (1) coat of sealer and two (2) of NovaTex textured white line paint. -Clean up site debris upon completion. | |

| OPTIONS (Please initial next to desired option) | PRICE |
|---|-----------------------|
| 1 Upgrade to additional color tone. | \$ 650.00 |
| 2 Supply and install one (1) coat of Acrylic Resurfacer to provide a thicker wear course and uniform texture. | \$ 1,260.00 |
| 3 | |
| 4 | |
| 5 | |
| TERMS | CONTRACT TOTAL |
| 50% Upon Acceptance/ 50% Upon Completion | |

THE ABOVE PRICES HAVE ALREADY BEEN DISCOUNTED 10% BASED ON FINAL PAYMENTS BEING MADE WITHIN 14 DAYS OF COMPLETION OF LINES. It is agreed that the work described above in writing constitutes the entire agreement between the two parties. Any additional work requested will require the execution of a written change order. No employee, agent or salesman is permitted to add to or alter this Agreement. Any promises, expressed or otherwise, not contained in this written Agreement will not be considered. Only the work included in this Agreement shall be performed for the contract price stated herein. Any alteration or modifications not originally contemplated that may be required after the start of work shall cost extra. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, wind, vandalism, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to industry standard practices. MATCS guarantees the completed courts against faulty workmanship and/or materials for a period of five (5) years from the date of completion. New Cracks outside of repair and microfracturing of coatings are excluded from warranty. Courts are considered accepted if opened or played on and all additional items are considered warranty items and will not effect final payment terms. Guarantee is terminated if any invoice goes 45 days past due, if courts are not properly maintained or if used for non-approved uses. Full payment due within terms set above or on approved credit. In the event that a payment is made late, a late charge of \$100.00 with interest a rate of 1.5% per month will be charged on the outstanding balance from the date of completion. Owner agrees to pay MATCS all collection fees (office, postage, outside agency) if payment goes more than 45 days. Owner further agrees to pay MATCS 30% of the contract price for the attorney and filing fees to collecting any past due amount or filing of Mechanics Lien if payment is not made within 60 days. MATCS reserves the right to substitute to maintain availability and ability to execute contract on time. ACCEPTANCE OF PROPOSAL- The above prices, specifications, all terms and conditions on the front and back side of this agreement, and the standard terms and conditions available at www.matcs.com are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 15 days.

| | | | |
|----------------------|-------|------|------------------------|
| AUTHORIZED SIGNATURE | TITLE | DATE | MID ATLANTIC SIGNATURE |
| | | | |

SCOPE OF WORK

Additional Notes



TERMS & CONDITIONS

1. It is the expressed responsibility of the Owner to obtain all permissions and permits deemed necessary, where applicable, for the accomplishment of the work in this Agreement. Owner will comply with any and all laws, ordinances, orders and regulations of any governmental authority, federal, state, county, or municipal, which are applicable to the work necessary for MATCS to complete the work to be performed under this Agreement. Owner shall indemnify and save MATCS harmless against any and all liabilities, claims, demands, actions, costs, and expenses which may be sustained by MATCS by reason of Owner's failure to comply with the provisions of this section.

2. **WARRANTY.** For a period of FIVE (5) years from date of completion MATCS will guarantee all materials and workmanship to be free of defects, excluding standard crack repairs and patching. All materials are guaranteed to be specified. Unfortunately, there is no sure cure for structural crack short of rebuilding the subbase, surface, or more extensive crack repair methods, i.e., our Long-Term Crack Repair System which we typically offer as a separate five (5) year warranty on case-by-case basis. Therefore, the reappearance of existing and new cracks is likely to occur in the future and any standard repairs are very temporary in nature. MATCS will not warranty crack repairs that are a result of inadequate subsurface conditions, expanding contracting forces, settling, or other reasons beyond our control. The use of the court for any activity other than tennis or basketball play in regulation tennis shoes shall void the warranty. Gate adjustment, net adjustment, damage to fence by the use of windscreens, normal wear and tear, cracks less than 1/16" in width, joints where asphalt and concrete surfaces touch, racket nicks, damage by vandalism, and acts of God and nature are expressly excluded from warranty. Request for warranty shall be made in writing to MATCS. Such written request shall include the nature of the problem and the date the problem occurred. In the event that repairs are needed, it is understood that paint color will vary slightly from original application color. The color, texture and elevation of all repaired areas will vary from the surrounding court area. It is impossible to match color, court textures, and elevations exactly and the Owner acknowledges such as a condition of the contract. All agreements contingent upon strikes, accidents, or delays beyond our control.

3. MATCS will not be held responsible for existing slope, planarity, subsurface water and soil conditions, or poor drainage issues unless otherwise hired and specified to do so in writing for a fee. Standard resurfacing and crack repair systems do nothing to correct planarity, slope, subsurface or drainage issues and in some rare cases may cause puddling where there is inadequate slope or water is funneling thru an open crack. These rare situations are unknown and cannot be determined unless the court is flooded after the cracks are filled and are above and beyond MATCS's control unless hired to do so. Typically, a Roldri water remover is all that is needed to improve the drying time in such areas. In extreme cases the court should be rebuilt to correct slope and planarity issues. It is the owner's responsibility to inform MATCS of all subsurface and drainage issues prior to MATCS providing the proposal.

4. Prior to commencement of any work and until completion of the work, MATCS shall furnish upon request to the Owner certificates of insurance certifying that the following insurance requirements here under this Agreement is in force: Workman's compensation with a minimum coverage required under law, including liability coverage of not less than \$1,000,000.00. Liability coverage, including property damage and personal injury, of not less than \$1,000,000.00. Each policy shall provide that such policy may not be canceled, terminated, or modified without thirty (30) days prior notice given to the Owner.

5. MATCS shall not be held responsible for delays in performing this Agreement, or inability to perform, due to circumstances beyond its reasonable control, in MATCS' sole judgment. It is agreed and understood that MATCS accepts contracts on a first come first serve basis and cannot be held responsible for a delay in the start date due to weather and other unforeseen delays on previously scheduled contracts.

6. If Owner chooses to cancel this contract for any reason 14 or more days after signing then MATCS reserves the right to charge the Owner a 30% cancellation fee. Owner and MATCS agree not to post any derogatory information about the other party online. Customers shall pursue any disputes as provided below, and may also file for arbitration under AAA commercial Arbitration Rules.

7. Ingress and egress to be provided by Owner for all equipment needed to the work described in this Agreement.

8. Materials will not be applied if rain is predicted, if the temperatures are to fall below 50 degrees Fahrenheit, or if extreme surface temperatures make application difficult, which may affect the quality of the finish. Application of resurfacer color and lines in clear, sunny weather conditions only at MATCS's discretion. During the fall coatings may be delayed due to falling leaves and flying debris.

9. Owner hereby authorizes MATCS to leave construction equipment and materials at the jobsite during the course of the work described in this Agreement.

10. Owner will supply water and electricity free of charge to MATCS. In the event water and electricity are unavailable at the

site an additional fee may be incurred to provide a water truck or electricity.

11. Skilled workmen will perform all work in workmanlike manner in accordance with industry standards or the United States Tennis Court and Track Builder Associations.

12. Owner hereby authorizes MATCS to erect and maintain a construction site sign in front of the jobsite during the course of this Agreement and for one (1) month after. Owner also agrees to authorize photography during and after construction process to be used for training and promotional purposes.

13. If needed the MATCS may require courtside access for small trucks to off load drums of materials or to mix paint. MATCS will make every effort not to damage the lawn or landscaping along the access path, however some damage or tire marks and other related equipment indentations may occur. The repair, seeding or sod installation of such areas is not included in this Agreement. MATCS shall not be held financially responsible for the repair of any damage done to driveways by any and all equipment needed to complete this contract.

14. It is the Owner's responsibility to inform others and secure court(s) during the course of this Agreement. MATCS is not responsible for damage or vandalism to work sites when not present at job. Repairs due to vandalism are extra. Owner agrees to pay MATCS a reasonable fee for any additionally required repairs. Reasonable fees are as follows: cost of time & materials plus 20% to cover any overhead.

15. All materials, whether installed or uninstalled shall be considered property of the MATCS until all scheduled payments are made to MATCS. Owner hereby permits MATCS to remove any installed or uninstalled materials at its sole option if payments are not met.

16. It is agreed and understood that this Agreement was priced and discounted based on MATCS being paid as outlined. If payment is not received as agreed upon, Owner may and will be responsible to pay the iron discounted price. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia exclusive of Virginia's choice of law rules. If a dispute develops between the parties, the Owner shall provide a written notice to MATCS, and wait sixty (60) days before filing suit to allow for a possible resolution. The Fairfax County General District and Circuit Court (and the U.S. District Court for the Eastern District of Virginia) shall have exclusive jurisdiction over any lawsuits relating to this Agreement, including but not limited to any dispute over payment, except that customer complaints related to MATCS' work shall be brought and litigated exclusively through AAA arbitration. Owner consents to the jurisdiction and venue of such courts. In the case of a dispute, Owner will pay for MATCS's reasonable fees (office expense, court costs, collection, and attorney fees) plus an Interest Charge of 2% per month on the outstanding payments due to MATCS starting from the date of completion. Reasonable fees shall be not less than 30% of the original contract amount.

17. MATCS may, at its sole option and without prejudice, withdraw work crews from jobsite and/or suspend work if Owner fails to make draw payments in exact accordance with the Agreed payment terms.

18. Severability: Each provision of this Agreement shall be separate and divisible, and in the event that any provision or portion thereof shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effects.

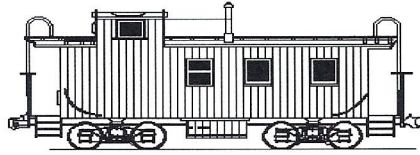
19. Binding Effect; Survival; Further Assurances: This Agreement shall be binding upon and insure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the parties hereto.

20. Amendment: This Agreement may be amended at any time by a subsequent instrument in writing signed by an authorized officer of MATCS and Owner at the time of such amendment.

21. Installation of erosion control devices, soil stabilization, county ordered construction entrances, silt fences and the obtaining of easement bonds or other permits are specifically excluded from the scope of this contract and are the responsibilities of the Owner. Seeding, sodding, backfilling, landscaping, and access way restorations are excluded from this contract.

22. Hard Digging: The contract is based upon MATCS being able to perform all the contracted work without encountering "Hard Digging or Hard Pan". Hard Digging is defined as any ground condition that prevents from excavating or grading the site with the piece of equipment appropriate for the job under normal conditions, digging any required hole with a two-man crew at \$110 per man hour, gasoline powered auger, and/or trenching to a required depth with a walk behind gasoline powered trenching machine.

23. Rock and Ledge: Any rocks or ledge that presents itself during the excavation process will be evaluated and, if required, removed from the site at an additional charge and will require a change order. This will be brought to the attention of the Owner for options and solutions.



Town of Clifton, Virginia

P.O. Box 309
Clifton, VA 20124

March 10, 2023

Via Electronic Mail

Allison Wilson
Civil Rights Specialist/Office of Civil rights
Northern Virginia
Virginia Department of Transportation
Email: allison.wilson@VDOT.Virginia.gov

Re: Letter from A. Wilson, VDOT, to L. Screen, Title VI Coordinator, Town of Clifton, dated January 10, 2023

Dear Ms. Wilson,

We received your letter dated January 10, 2023 regarding the Title VI Compliance Review performed by VDOT, the deficiencies identified, and the corrective actions requested. Since receiving your letter 59 days ago, Ms. Screen and the Town Council have been working diligently in good faith to develop the several new items that you have requested, including a new Title VI Implementation Plan, Title VI Solicitation and RFP Template, and Title VI Complaint procedure. As you may know, we are a very small Town of 243 residents with an all-volunteer Town Council, and no full-time employees. The Town has only two part-time employees, a clerk and a treasurer. In addition, the Town Council meets once a month, on the first Tuesday of each month, as provided in our Town Code.

Although we have endeavored mightily and made large strides, the 59 days provided by VDOT were simply not enough time for our small Town to create the requested new plans, templates, and procedures out of whole cloth, review and revise them, and approve them in draft or final form in a public meeting for issuance to VDOT. In addition, the Town wants to ensure that we adopt Title VI program documents that we can execute and implement given our volunteer Council and very small part-time staff. The Town Council engaged in a lengthy discussion of the new items at our most recent Council Meeting on Tuesday, March 7, 2023. We are continuing to work earnestly in good faith on drafting, reviewing, and revising the new documents. We will provide them to you as soon as they have been approved by the Town Council in a publicly-noticed public meeting.

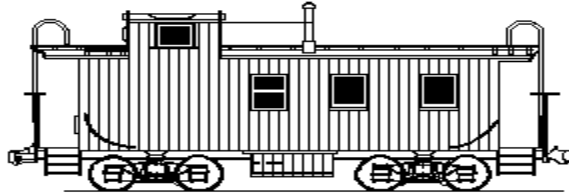
The Town of Clifton is committed to addressing all of the requirements addressing in your January 10, 2023 letter. We appreciate your understanding.

Respectfully,

A handwritten signature in blue ink, appearing to read "William R. Hollaway", is written over a horizontal line.

William R. Hollaway, Mayor
Town of Clifton, Virginia

cc: L. Screen, Title VI Coordinator, Town of Clifton
Council Members, Town of Clifton
A. Christman, Clerk, Town of Clifton



**CLIFTON TOWN COUNCIL MEETING
TUESDAY, MARCH 7, 2023, 7:30 PM
ELECTRONIC MEETING VIA ZOOM
12641 CHAPEL ROAD
CLIFTON, VA 20124**

In accordance with the Town of Clifton’s Declaration of a Local Emergency due to the COVID-19 pandemic under Virginia Code § 44-146.21 which enables the Town of Clifton Government bodies to conduct Town business through electronic public meetings under Virginia Code § 2.2-3708.2, the Town of Clifton Town Council is holding the Meeting noticed herein electronically for the purpose of continuity of government of the Town of Clifton.

The meeting will be conducted using Zoom teleconferencing audio and video service, and connection information will be provided to members of the public to afford the opportunity to citizens to witness the operation of the Town of Clifton government. Connection information is available from, and will be provided by, the Town Clerk.

Order of Business

1. Report of the Town Clerk:
 - a. Approval of the Minutes (previous meetings, special meetings, and work sessions).
2. Report of the Treasurer.
 - a. Approval of Treasurer’s Report – December Report and January Report.
 - b. United Bank Investment – Update.
 - c. Town Audit Update – Update.
 - d. Schedule Budget Work Sessions for 2023-2024 Town Budget.
3. Citizen’s Remarks - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.
 - a. Clifton Presbyterian Church – Parking Lot Questions.

Each person wishing to address the Council shall, when recognized by the Mayor:

 - (i) Give their name and address;
 - (ii) Direct their remarks to the Council and not to other citizens present;
 - (iii) Be limited to one period of not over three (3) minutes, unless granted additional time by unanimous consent of the Council.

Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Priority to speak shall be given to persons in order registered with the Town Clerk.
4. Reports of Committees:
 - a. Planning Commission.
 - b. Zoning Administrator.
 - c. Architectural Review Board.
 - d. Streetscape Committee.
 - e. Committee on the Environment:
 - i. Bluebird Trail 2022 Season – Update.
 - ii. Annual Town Clean-Up Event – March 25.

- f. History Committee – Update on Harris Park Signage and Ceremony.
 - g. Board of Zoning Appeals – Recommend New 5-Year Term for Jeff Stein, Expiring March 4, 2028.
 - h. Industrial Development Authority – Reappoint Brant Baber to New 4-year Term, Expiring March 4, 2027.
5. Unfinished Business:
- a. Town of Clifton Title VI Plan – Response to VDOT Title VI Review – Approve Plan.
 - b. Replacement of Tree in Ayre Square – Update.
6. New Business:
- a. CBA Proposal to Resurface and Make Improvements to Basketball Court in Harris Park.
 - b. Proposal for Maintenance of Flood Plain Parking Area.
 - c. Renewal of Town Grass Mowing Contract.
7. Adjournment.