

COMPREHENSIVE DEVELOPMENT AGREEMENT

THIS COMPREHENSIVE DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this 17th day of June, 2020 (the “Effective Date”), by and between the **CITY OF MANASSAS PARK, VIRGINIA**, a body politic and corporate (the “City”), and the **VILLAGE AT MANASSAS PARK, LLC**, a Virginia limited liability company (the “Developer”).

RECITALS

R-1. The City wishes to have a new City Hall of approximately 51,000 square feet constructed to house the City’s governmental and administrative offices and its public library (the “New City Hall”), together with public parking and one or more public streets.

R-2. On November 19, 2019, the Developer submitted an unsolicited proposal to, among other things, construct the New City Hall (the “Proposal”) pursuant to Virginia’s Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575.1 *et seq.*) (the “PPEA”) and the City’s adopted Combined Guidelines for Projects Proposed Pursuant to the Public-Private Transportation Act of 1995 and the Public-Private Education Facilities and Infrastructure Act of 2002 (the “Guidelines”), which Proposal was accepted by the City on November 20, 2019 and advertised on both the Virginia Department of General Services’ central electronic procurement website and the City’s website for a period of forty-five days in accordance with the PPEA and the Guidelines. No competing proposals that complied with the Guidelines were received during the 45-day advertisement period.

R-3. The City is the owner of certain real property situate in Manassas Park, Virginia, as follows:

- Lot 1B, Resubdivision Plat Lot 1, CONNER CENTER (“Lot 1B”), as platted and shown on the plat recorded in Map Drawer 80, at Page 69, among the land records of Prince William County, Virginia (the “Land Records”), with tax map number 24-3-1B, having acquired Lot 1B by deed recorded as Instrument No. 201111180095681 among the Land Records; and
- Lot 2, CONNER CENTER, Blooms Court (“Lot 2”), as platted and shown on the plat recorded in Map Drawer 53, at Page 59, among the Land Records, with tax map number 24-3-2, having acquired Lot 2 by deed recorded in Deed Book 1577, at Page 1726, among the Land Records; and
- Lot 3-1, CONNER CENTER, Blooms Court (“Lot 3-1”), as platted and shown on the plat recorded as Instrument No. 202004150029573 among the Land Records, with tax map number 24-3-3, having acquired Lot 3-1 by deed recorded in Deed Book 1577, at Page 1726, among the Land Records; and
- Lot 4-1, CONNER CENTER, Blooms Court (“Lot 4-1”), as platted and shown on the plat recorded as Instrument No. 202004150029573 among the Land Records, with tax

map number 25-1-4, having acquired Lot 4-1 by deeds recorded as Instrument No. 200310090186682 and as Instrument No. 202004150029572 among the Land Records.

R-4. The City and GH City Center LLC (“GH City Center”), as successor in interest to Park Center LLC, are parties to that certain Deed of Ground Lease and Parking Agreement dated January 5, 2007 (the “Ground Lease”), which Ground Lease encumbers a portion of Lot 2 with a ground lease and interim parking area, the terms of which Ground Lease being generally described in a Memorandum of Ground Lease recorded as Instrument No. 200701080003488 among the land records, with the boundaries of the ground lease and interim parking area being shown on the plat attached thereto titled “PLAT SHOWING LEASE AREA INTERIM PARKING AREA EXHIBIT “C””.

R-5. The Developer is the owner or contract purchaser of certain real property situate in Manassas Park, Virginia, as follows:

- Lots 5A, 5B, and 5C, CONNER CENTER, Blooms Court (together, the “Leatherbury Tract”), as platted and shown on the plat recorded in Map Drawer 132, at Page 91, among the Land Records, with tax map numbers 24-3-5A, 24-3-5B, and 24-3-5C, respectively; and
- Lot 4, CONNER CENTER (“Lot 4”), as platted and shown on the plat attached to a deed recorded in Deed Book 1170, at Page 75, among the Land Records, with tax map number 24-A-4; and
- Lot 5, CONNER CENTER (“Lot 5”), as platted and shown on the plat recorded in Map Drawer 48, at Page 54, among the Land Records, with tax map number 24-A-5.

R-6. The Developer has proposed, among other things, to construct the New City Hall on Lot 1B and a portion of an adjacent parcel of land known as Lot 1A, Resubdivision Plat Lot 1, CONNER CENTER (“Lot 1A”), as platted and shown on the plat recorded in Map Drawer 80, at Page 69, among the Land Records, with tax map number 24-3-1A, and to lease the New City Hall building (“Building A”) to the City under a long term lease with an option to purchase, as a means of financing the construction thereof.

R-7. Lot 1B, Lot 2, Lot 3-1, Lot 4-1, the Leatherbury Tract, Lot 4, and Lot 5 are subject to that certain Declaration of Protective Covenants and Restrictions recorded in Deed Book 1153, at Page 626, as corrected in Deed Book 1167, at Page 150, and as amended in Deed Book 1287, at Page 1099, all among the Land Records (the “Declaration”).

R-8. The Developer has also proposed to create, with the cooperation of the City, a “City Center” by constructing, among other things, and in addition to the New City Hall, a building with an entertainment anchor use of approximately 42,000 square feet, 2,500 square feet of in-line ground floor retail space, and 38,000 square feet for commercial office use (“Building B”); a stand-alone commercial/retail building of approximately 6,000 square feet (“Building C”); and a residential component containing two-over-two stacked townhomes (the “Two-over-Twos”). Such development will be done in phases, with development responsibilities allocated between the parties as set forth herein, all to the end that the resulting project creates a walkable, livable center

for the City of Manassas Park, at a reasonable cost to the City, with protections for the City and its residents, and upon equitable terms for both parties.

R-9. Separately from, but related to, the matters that are provided for herein, the Virginia Railway Express (the “VRE”), a joint project of the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, proposes to construct a new 550 space structured parking facility (the “VRE Garage”) to service the existing Manassas Park VRE Station. The VRE anticipates initiation of design and construction of the VRE Garage not later than October 2020 and completion thereof in 2022. The City will negotiate an agreement with VRE that permits public use of the VRE Garage to support entertainment and retail uses of the Project during evenings and weekends while not being used by VRE patrons. In addition, the City will seek permission from VRE to permit the construction of a lower level of the VRE Garage that will contain the maximum number of parking spaces structurally permitted, but in no case less than 91 parking spaces, to exclusively support City parking uses for the Project.

R-10. The Developer has proposed to assign the purchase and sale agreement for the Leatherbury Tract (the “Leatherbury Contract”) to the City—from which Lot 5-1 (as defined below) would be created for construction of the VRE Garage—together with (i) a cash escrow deposited with an escrow agent acceptable to the City, or (ii) an irrevocable letter of credit with a financial institution acceptable to the City and in a form approved by the City Attorney, either of which could be drawn by the City as described herein, in return for which the City would convey Lot 4-2 (as defined below) to the Developer as described herein. In addition, in furtherance of the Project, the City would convey portions of Lot 2 and Lot 3-2 (as defined below) to the Developer as partial consideration for the construction of the New City Hall as described herein if the Phases 1B and 2 Rezoning (as defined below) is approved. The initial transfers of the Leatherbury Tract and Lot 4-2 are expected to take place in the Summer of 2020 in order to support the required timing of the VRE Garage construction, such transfer being subject to the successful City-initiated rezoning of Phase 1A of the Project, as shown on the Master Plan (as defined in the following recital).

R-11. The elements outlined above for Building A, Building B, Building C, the Two-over-Twos, and the associated parking (including the lower level parking in the VRE Garage) and public and private streets are collectively referred to as the “Project”, as those elements are more particularly described herein and graphically depicted on the Master Plan (the “Master Plan”), which is attached to this Agreement as **Exhibit A** and incorporated herein by reference. The Master Plan includes a conceptual rendering of Building A, Building C, the adjacent public plaza area (the “Public Plaza”), and conceptual elevations of the proposed Two-over-Twos, and will be refined by the parties as further set forth herein. The Project will be constructed in substantial conformance with the Master Plan.

R-12. The City and the Developer now desire to (1) enter into this Comprehensive Development Agreement pursuant to the provisions of the PPEA and consistent with the Guidelines to set forth the terms and conditions under which the Developer and the City will (i) provide for the pre-development activities of both the Developer and the City as defined herein; (ii) define the development that is to occur in Phases 1A, 1B and 2 of the Project (each a “Phase”); (iii) provide for the allocation of responsibilities for development activities in each Phase; (iv) provide for the allocation of costs between the parties for the pre-development activities and later

Phases; (v) provide for the exercise of the power of eminent domain by the City to the extent it is required; and (vi) provide for the financing of pre-development, and development costs and expenses; and (2) to memorialize their agreement on such other necessary matters associated with the foregoing.

R-13. In view of the unique circumstances created by the novel coronavirus COVID-19, which emerged into a worldwide pandemic following the Developer's submission of the Proposal, and the City's initiation of its consideration, the parties have determined that it is necessary to provide for contingencies for the development of the Project that accommodate market and practical uncertainties that may be elected by mutual agreement.

R-14. This Agreement is intended by the parties to be a base agreement between the Developer and the City, and may be amended by the mutual written consent of the parties to accommodate the needs of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- A. Recitals.** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein in their entirety.
- B. Effective Date.** This Agreement will become effective upon the Effective Date as set forth above, and will continue until terminated as provided herein.
- C. Appointment.** During the term of this Agreement with respect to the Project, and through the commencement of the operation of the Project once construction has been completed, meaning that all inspections have been performed, the construction has passed inspection, and either (i) for a building or residential unit, a certificate of occupancy has been issued, or (ii) for a public improvement, the improvement has been accepted by the City ("Completion", "Completed", or "Complete"), both the City and the Developer intend to approach the Project and their relationship with cooperation and in good faith. This will include efforts to achieve shared savings and accomplishment of performance standards. The City hereby appoints the Developer as the developer of the Project subject to and in accordance with the terms of this Agreement, and the Developer accepts such appointment.
- D. Preparation and Delivery of Plans by the Developer and the City.** The Developer and the City will work together and collaborate in good faith in developing preliminary plans for the development and construction of the Project in accordance with the Exhibits attached to and within the timeframes set forth in this Agreement.

E. Initial Design.

1. As soon as possible following the execution of this Agreement, the Developer and the City will convene a meeting with the Development Team Members (as defined below) and the City personnel who will be principally engaged in the Project for an initial meeting to discuss the assignment of tasks and deadlines, to discuss the design requirements for the New City Hall in accordance with the criteria set forth below for review and approval by the City, and for such other purposes as may be appropriate for the Commencement (as defined in the following sentence) of the Project. For purposes of this Agreement, “Commence” and “Commencement” mean the Developer, or a builder with which it has contracted (a “Builder”) has staged land disturbing equipment onsite and has begun clearing and grading of the site pursuant to an approved site plan and issued permit and, for Building B, the foundation has been poured.
2. Davis Carter Scott Ltd. will, during the initial Phase of the project, provide the following services:
 - a. Detailed master planning for the assembled properties essential to the Project; and
 - b. Design and programmatic planning services for the New City Hall, and any other civic spaces consistent herewith; and
 - c. Coordinate with Land Design Consultants, Inc. the overall City Center design in conjunction with the VRE Garage; and
 - d. Initiate preliminary plan and design of the additional retail and commercial facilities for the Project.
3. Land Design Consultants, Inc. will, during the initial Phase of the Project, provide the following services:
 - a. Create ALTA and topographic surveys and assemble all relevant topographic information; and
 - b. Refine the Master Plan and other necessary exhibits, in accordance with the requirements of the City’s zoning ordinance (City Code Chapter 31) (the “Zoning Ordinance”), including the plan for road infrastructure improvements, building locations, and parking tabulations; and
 - c. Coordinate all necessary application materials, permits, and approvals with the City and other relevant permitting agencies in coordination with Walsh, Colucci, Lubeley & Walsh, P.C.; and
 - d. Provide civil engineering services as required during construction of the Project.

4. Walsh, Colucci, Lubeley & Walsh, P.C. will, during the initial Phase of the Project, provide the following services:
 - a. Prepare and submit appropriate applications and supporting materials necessary to file and pursue application for the rezoning of the properties that constitute the Project as further set out herein, together with any conditional use permit(s) and/or any waiver(s) that might be required, in coordination with the Developer, Davis Carter Scott Ltd., and Land Design Consultants, Inc., and in consultation with the City; and
 - b. In consultation and cooperation with the City Attorney, prepare such amendments to the Agreement as may be deemed necessary by the Developer and the City; and
 - c. Provide such continuing advice and counsel to the Developer as the Developer may require.

II. DEVELOPMENT WITHIN THE CITY CENTER

- A. **Principal Development Plan A.** The principal development plan for the Project in the City Center Redevelopment District is set forth below in Sections II.B. through II.G. (“Principal Development Plan A”).
- B. **Rezoning of Land for the City Center.** The parties recognize that the property necessary for the construction of the Project is not presently zoned for the purposes of this Agreement.¹ In order to ensure the proper zoning of the parcels required, the parties agree as follows:
 1. Notwithstanding the terms of this Agreement, including in this Section, the Developer acknowledges that the City cannot contract away its legislative powers, and retains its full discretionary authority with respect to the vacation and abandonment of public right-of-way and recorded plats, the conveyance of publicly-owned real property and acquisition of real property, and approval or denial of any rezoning required for the Project.
 2. **Phase 1A Rezoning.** Promptly following the approval of this Agreement and the Phase 1A Rezoning, but not later than the termination of any appeal period following the approval of that Rezoning:
 - a. The Developer will assign to the City the Leatherbury Contract for the parcels of land comprising the Leatherbury Tract (8453 Park Center Court,

¹ The parcels of land that will constitute the Project upon completion are: Lot 1A, and what are shown on the Boundary Line Adjustment Plat as Lot 4-2, Lot 5-1, and Lot 6 in Phase 1A; and Lot 2, Lot 4, Lot 5, and what is shown on the Boundary Line Adjustment Plat as Lot 3-2 in Phases 1B and 2.

8455 Park Center Court, and 8457 Park Center Court), and pay to the City a purchase price of Eight Million Seven Hundred Thousand and No/100 Dollars (\$8,700,000.00) for Lot 4-2, which represents a land value of Fifty Thousand and No/100s Dollars (\$50,000.00) per Two-over-Two residential unit for each of the 174 such residential units that may be approved for and developed on Lot 4-2 if zoned to the MU-D Downtown Mixed-Use District.

- b. The initial Five Million and No/100s (\$5,000,000.00) of the purchase price for Lot 4-2, plus the anticipated closing costs to the City for the Leatherbury Tract, will be paid in the form of a cash escrow deposited in an interest bearing account with an escrow agent acceptable to the City, or an irrevocable letter of credit with a financial institution acceptable to the City and in a form approved by the City Attorney (the cash escrow plus interest and the letter of credit are collectively referred to herein as the “Phase 1A Initial Deposit”), which Phase 1A Initial Deposit will be drawn on by the City to purchase the Leatherbury Tract for the price and at the time set forth in the Leatherbury Contract.
- c. The remaining Three Million Seven Hundred Thousand and No/100s Dollars (\$3,700,000.00) of the purchase price for Lot 4-2 will be in the form of a cash escrow deposited in an interest bearing account with an escrow agent acceptable to the City, or an irrevocable letter of credit with a financial institution acceptable to the City and in a form approved by the City Attorney, upon the successful removal of the Declaration (the cash escrow plus interest and the letter of credit are collectively referred to herein as the “Phase 1A Second Deposit”), which Phase 1A Second Deposit will be drawn down by the City as needed for the reimbursement of expenses as outlined in Section V.G. below, with the remainder of the Phase 1A Second Deposit after such reimbursement to be drawn on by the City at its discretion as part of the consideration for this Agreement. In the event that the Developer cannot achieve a yield of 174 Two-over-Two residential units as provided herein for reasons related to engineering of Lot 4-2, the Developer will be entitled to a per residential unit reimbursement of Fifty Thousand and No/100s (\$50,000.00), unless such units can be successfully constructed in Phase 2 of the Project.
- d. The City will, in order of occurrence:
 - (1) Initiate the vacation and abandonment of portions of the Park Center Court cul-de-sac to create five new parcels to be known as “AREA #1”, “AREA #1A”, “AREA #2”, “AREA #2A”, and “AREA #2B”, as shown on a plat in substantially the form of the Vacation Plat attached hereto as **Exhibit B-1** and incorporated herein by reference, which new parcels will become part of the abutting parcels of land by operation of law once vacated and abandoned;

- (2) Initiate on its own motion the rezoning of the following Phase 1A properties from the I-1 Industrial District to the MU-D Downtown Mixed-Use District in order to facilitate the construction of the VRE Garage and the construction of necessary public infrastructure to service the VRE Garage and the remainder of Phase 1A in accordance with the Master Plan: Lot 1B, the Leatherbury Tract, Lot 4-1, AREA #1A, AREA #2, AREA #2A, and AREA #2B (the “Phase 1A Rezoning”);
 - (3) Acquire the Leatherbury Tract for the purchase price set forth in the Leatherbury Contract using the Phase 1A Initial Deposit, as provided herein;
 - (4) If the vacation and abandonment of portions of the Park Center Court cul-de-sac and the Phase 1A Rezoning are approved by the Governing Body, execute a deed of boundary line adjustment in substantially the form attached hereto as **Exhibit B-2** and incorporated herein by reference (the “Deed of Boundary Line Adjustment”) that will adjust the boundary lines between Lot 1B, Lot 3-1, Lot 4-1, Lot 5A, Lot 5B, Lot 5C, AREA #1, AREA #1A, AREA #2, AREA #2A, and AREA #2B, thereby creating and establishing four new parcels to be known as “Lot 3-2”, “Lot 4-2”, “Lot 5-1”, and “Lot 6”, as shown on a plat in substantially the form of the boundary line adjustment plat attached hereto as **Exhibit B-3** and incorporated herein by reference; and
 - (5) If the Phase 1A Rezoning is approved, convey title to Lot 4-2 to the Developer, as provided for herein.
- e. Concurrently with the Phase 1A Rezoning, the Developer may, at its own risk, submit applications for final site and subdivision plan and plat approvals for review by the City, subject to the understanding that such plans and plats cannot be finally approved unless and until the Deed of Boundary Line Adjustment has been executed and the Phase 1A Rezoning has been approved by the Governing Body acting in its legislative capacity. Any development plans that are submitted for work in Phase 1A of the Project will substantially conform to the Master Plan, subject to modifications approved by the Governing Body as part of the Phases 1B and 2 Rezoning (as defined below) or other subsequent rezonings for the Project.
- f. In the event the Phase 1A Rezoning is not approved, this Agreement will immediately become null and void, except to the extent otherwise provided herein.

C. **Phase 1A of the Project.**

1. Pre-construction and construction activities related to the VRE Garage.
 - a. If the Deed of Boundary Line Adjustment is executed and the Phase 1A Rezoning is approved by the Governing Body, the City will close on (i) the purchase of the Leatherbury Tract using the Phase 1A Initial Deposit to pay the purchase price set forth in the Leatherbury Contract, and (ii) complete the conveyance of Lot 4-2 to the Developer as otherwise provided herein. The forms of the deeds conveying Lot 4-2 to the Developer and the Leatherbury Tract to the City must be approved by the City Attorney.
 - b. The Developer may elect to place the executed deed for Lot 4-2 into escrow for any period during which an appeal of the approval of the Phase 1A Rezoning may be filed with the Circuit Court of Prince William County. Upon the expiration of such appeal period, if an appeal has not been filed, title to Lot 4-2 will be conveyed to the Developer.
 - c. The City will convey or lease Lot 5-1 to the VRE for the construction of the VRE Garage and access thereto at such time as the City and the VRE mutually agree.
 - d. The City will acquire Lot 1A, through either arms-length negotiations or the exercise of the power of eminent domain, if necessary, using the Phase 1A Second Deposit, as provided herein.
 - e. In accordance with the Interim Budget, which is attached hereto as **Exhibit C** and incorporated herein by reference, the Developer will demolish all structures on Lot 5-1 down to the existing grade for construction of the VRE Garage and will clear Lot 1A and Lot 6 for construction of the New City Hall, the associated public parking, and the stormwater management facilities and utilities to be constructed and installed on Lots 1A and 6.
 - f. If the VRE elects not to construct the VRE Garage, then this Agreement will immediately become voidable by the Developer or the City, except (i) that the City will retain ownership of the Leatherbury Tract and the Developer will retain ownership to Lot 4-2 if the closings for those parcels have already occurred, and (ii) to the extent otherwise provided herein.
2. New City Hall/Building A.
 - a. Promptly following the execution of this Agreement, the Developer will initiate planning with the City to construct a three story Building A of approximately 51,000 square feet in the location generally depicted on the Master Plan, which will include:

- (1) Floor 1 to contain 17,000 gross square feet, consisting of approximately 6,306 square feet of retail uses; 2,046 square feet to house the City's library; 4,045 square feet for the City's Registrar; 1,030 for loading dock area; and 3,573 square feet of core area, connected seamless to Floor 2;
 - (2) Floor 2 to contain 17,000 gross square feet, consisting of approximately 5,055 square feet library space, 4,857 square feet of City administration office space; 3,927 square feet for the Governing Body Chambers; and 3,161 square feet of core area;
 - (3) Floor 3 to contain 17,000 gross square feet, consisting of approximately 7,950 square feet to house the School Division's central office; 1,990 square feet for a customer service center; 3,208 square feet for the Treasurer and Commissioner of the Revenue; 1,119 square feet for computer server space and storage space; and 2,733 square feet of core area;
 - (4) A City owned 36,000 square foot public open area as shown on the Master Plan, which will include the Public Plaza, the entrance to the community, and Road A, with amenities that will include, but not be limited to, a splash pad and movable outdoor seating and dining tables, and may include one or more video screens for public viewing;² and
 - (5) Additional public open area with pedestrian circulation and seating in the area shown on the Master Plan between Building A and Building C.
- b. If the Phases 1B and 2 Rezoning (defined below) has been approved, then following (i) closing on a financing which provides for the proceeds sufficient to construct the New City Hall, (ii) approval by the City of a site plan for the same, and (iii) the award by the Developer of a construction contract for the construction of the New City Hall, the City and the Developer will enter into a 30-year lease for the New City Hall with an option to purchase that will incorporate the material terms included in the term sheets attached hereto as **Exhibit D** and incorporated herein by reference (the "City Lease"). The City Lease will specify that rent payments under the 30-year term will not commence, and the City's first lease payment will become due no earlier than the date that the New City Hall

² The parties will enter into a separate agreement as to the management of the public open area with outdoor dining space shown on the Master Plan, the sharing of common area maintenance costs for the same, the scheduling of events, and such other matters as they may determine necessary for the maintenance and management of that area, which agreement will ensure that the City has priority for use of such public open area.

has been Completed. The New City Hall will be and remain under City control during the 30-year term of the City Lease.

- c. The design of the New City Hall will substantially conform to the City Hall Functional Narrative and its incorporated exhibits, which are attached hereto as **Exhibit E** and incorporated herein by reference.
3. The New City Hall, the public street shown as Road B on the Master Plan (“Road B”), the associated public parking, and the stormwater management facilities and utilities to be constructed and installed on Lots 1A and 6 will be Completed no later than two years following the successful closing of the necessary financing for the New City Hall. Upon Completion of the New City Hall, Road B, and such associated parking and stormwater management facilities and utilities, and the transfer of governmental operations to the New City Hall, the Developer will promptly clear Lot 2 and Lot 3-2 of the current City Hall.
 4. Commercial Building C. Promptly following the execution of the Deed of Boundary Line Adjustment, the City will subdivide Lot 6 to create a pad site to be conveyed to the Developer at the cost stated in the Interim Budget, on which the Developer will construct Building C, a 6,000 square foot freestanding commercial/retail building to be owned by the Developer, in the location generally depicted on the Master Plan. The form of the deed conveying such Building C pad site to the Developer must be approved by the City Attorney.
 5. Residential Development in Phase 1A. The Developer, or a Builder, may construct up to 174 Two-over-Twos with garages in Phase 1A, along with integrated street parking and open spaces, in the approximate locations depicted on the Master Plan for Phase 1A.
 6. Transportation Improvements.
 - a. The Developer will redesign Park Center Court, which is shown as Road A on the Master Plan (“Road A”) in Phase 1A. Road A will extend from Manassas Drive to the New City Hall, the VRE Garage, and the Phase 1A Two-over-Two residential development in accordance with the Master Plan.
 - b. The Developer will construct a distinctive vehicular and pedestrian intersection at Manassas Drive and Park Center Court in the area depicted on the Master Plan.
 - c. The Developer will modify the existing traffic signal to improve pedestrian safety and vehicular turns at that intersection in the area depicted on the Master Plan.
 - d. The Developer will construct Road B in Phase 1A once the City has acquired title to Lot 1A. Road B will extend from Manassas Drive to the

VRE Garage and from the VRE Garage to Park Center Court in accordance with the Master Plan.

- e. The Developer will construct or cause to be constructed the road shown on the Master Plan as Road D-1 in conjunction with the construction of the residential development of Phase 1A. Road D-1 will connect with Road A and will be privately-owned and maintained.

D. Phases 1B and 2 Rezoning.

1. If the Phase 1A Rezoning is approved by the City, the Developer will expeditiously prepare and submit for review, processing, and consideration by the City a rezoning application for Phases 1B and 2 of the Project to the MU-D Downtown Mixed-Use District, which will include the submission of proffers with respect to the all properties that comprise the Project, including the properties that were rezoned in the Phase 1A Rezoning, and the submission of one or more conditional use permit applications and a waiver applications to the extent necessary for the Project (the “Phases 1B and 2 Rezoning”). The proffers for the Phases 1B and 2 Rezoning will generally be in the form attached hereto as **Exhibit F** and incorporated herein by reference and will at a minimum contain the following commitments:
 - a. Each Two-over-Two residential unit, including those in Phase 1A, will be sold at market rate;
 - b. A monetary contribution in the amount of Two Thousand and No/100 Dollars (\$2,000.00) will be made by the Developer or the Builder to the City for each Two-over-Two residential unit (referred to in the Interim Budget as a “cash proffer”), payable upon Completion of each such residential unit; and
 - c. The Developer will re-commit to its share of the Interim Budget capital improvements in Phase 1A, with the Developer’s “contribution for public infrastructure share” shown in the Interim Budget provided prior to Completion of Building A.
2. The Phase 1B and 2 Rezoning will include detailed design guidelines; landscaping plans, including the use of smaller trees so as not to cover retail signage and store fronts; building elevations; lot layouts, transportation plans; and such other plans and commitments as may be agreed to by the parties with respect to the Project. The overall design will provide the look and feel of a modern town center.
3. The Developer will provide, among other things, exterior lighting on buildings to improve safety, along with standard City approved City Center Streetlight fixtures.
4. All property owner association documents prepared pursuant to the Property Owners’ Association Act (Va. Code § 55.1-1800 *et seq.*), the Condominium Act (Va. Code § 55.1-1900 *et seq.*), or any other statutory authority, will contain satisfactory exterior maintenance, repair, and upkeep requirements of structures

and common areas and/or common elements, with the City named as a third-party beneficiary with the ability to enforce covenants to ensure compliance. Such property owner association documents will be submitted to the City Attorney for review and approval prior to execution.

5. The City will include a waiver for residential development within 100 feet of the Norfolk Southern railroad right-of-way as part of the Phase 1A Rezoning. In addition, if required, the Developer must secure permissions from Norfolk Southern. Noise mitigation materials must be used on dwelling units within 100 feet of the railroad right-of-way. In lieu of the 100-foot landscape buffer required by the Zoning Ordinance, the City will also include a waiver to allow for the provision of a 25-foot buffer as part of the Phase 1A Rezoning. The Developer will proffer to recommit to the waivers and other requirements in this Subsection as part of the Phases 1B and 2 Rezoning.

E. Phase 1B of the Project.

1. Commercial Building B.

- a. The Developer will work cooperatively and in good faith with the City in an effort to attract a movie theater for a full 42,000 square foot, 9 to 11 screen theater, or 4 to 6 screen hybrid theater with other entertainment uses, or, after December 31, 2024, another entertainment based business (both the movie theater and the other entertainment based business are referred to as the “Anchor Business”) in the location generally depicted on the Master Plan for Building B.
- b. Unless objected to by the Anchor Business on the ground that it prefers a standalone structure, the Developer will also construct, in addition to the space required in Building B for the Anchor Business’ operations (the “Anchor Business Space”), and within Building B the following:
 - (1) An additional 2,500 square feet of in-line ground floor retail space; and
 - (2) 38,000 square feet of upper level commercial office space, including a ground floor elevator lobby, subject to Anchor Business approval.
- c. The Developer will either lease or sell the Anchor Business Space to the Anchor Business, at the Anchor Business’ option.
- d. Any lease between the Developer and the Anchor Business for the Anchor Business Space must include the following:
 - (1) A 15-year base lease term (the “Base Lease Term”) with at least three 5-year lease extension options (each an “Option Term”);

- (2) During the Base Lease Term and each Option Term, the Anchor Business will pay an annual triple net lease payment of One and No/100 Dollars (\$1.00), not including the Anchor Business' pro rata share of the common area maintenance charges (the "CAM");
 - (3) The Anchor Business' pro rata share of the CAM will include but will not be limited to repair and maintenance of parking lots, snow removal, trash removal, janitorial and pest control services, security, landscaping, insurance, real estate taxes, center signage, common area utilities, and common area HVAC maintenance;
 - (4) The Anchor Business will pay the Developer for the construction of its pro rata share of Building B on an open book construction basis, including reasonable construction management fees, development fees, and overhead; and
 - (5) The Anchor Business will install all its improvements and equipment within Building B at its sole cost, which improvements and equipment will remain the property of the Anchor Business unless it vacates the movie theater building within the first five years of the Base Lease Term, in which case all such improvements and equipment will remain and become the property of the landlord.
- e. In coordination with Anchor Tenant, the Developer will diligently pursue financing for and commencement of construction of Building B.
 - f. Any sale of the Anchor Business Space or Building B to the Anchor Business must be at the cost of construction, including reasonable construction management fees, development fees, and overhead, and will include shared maintenance responsibilities.
 - g. Assuming the Phases 1B and 2 Rezoning has been approved by the City:
 - (1) Once the City and the Developer have entered into the City Lease, the City will promptly subdivide Lot 2 and Lot 3-2 to create a pad site for Building B (the "Building B Pad Site") and a separate parcel on which the Phase 2 Two-over-Twos will be constructed (the "City Hall Tract Residential Parcel"), consistent with the Master Plan, both parcels to be conveyed to the Developer at the cost stated in the Interim Budget. The form of the deeds conveying the Building B Pad Site and the City Hall Tract Residential Parcel to the Developer must be approved by the City Attorney.
 - (2) Within thirty (30) days following the later to occur of (i) recordation among the Land Records of the subdivision deed and plat described in the preceding paragraph, or (ii) the effective date of such contract to lease or purchase the Anchor Business Space, the Developer and

the City will close on the conveyance to the Developer of the Building B Pad Site.

- (3) Upon the written request of the Developer, the City will close on the conveyance of the City Hall Tract Residential Parcel to the Developer at the cost stated in Paragraph II.F.1.c., with the City retaining the right to continue using the current City Hall until the New City Hall has been Completed and City staff has completed moving into the New City Hall.
 - (4) The Developer and the City will coordinate with the Anchor Business for the design and construction by the Developer of Building B and the Anchor Business Space.
 - (5) The Developer and the City will collaborate with the Anchor Business to provide wayfinding signage for installation on Route 28 and Manassas Drive.
- h. Except as provided in Subsection II.F.1., if an Anchor Business is not under contract to lease or purchase the Anchor Business Space by December 31, 2027, the Developer will be relieved of any obligation hereunder to construct Building B and the City will be relieved of its obligation to convey any portion of Lot 2 or Lot 3-2 to the Developer, provided, however, that the City will grant any necessary easements for the development of Phase 2 in accordance with the Master Plan.
 - i. The Developer will Commence the site work for Phase 1B within sixty (60) days following the City's vacation of the current City Hall building and relocating to Building A and complete the site work for Phase 1B in accordance with the Final Budget (as defined below) within eighteen (18) months following such Commencement, provided the Developer receives timely approval of plans and permits therefor in accordance with statutory requirements for review and approval of such plans and permits.
 - j. The Developer will Complete construction of Building B within thirty (30) months from the later to occur of (i) the effective date of an executed lease for the Anchor Business Space by the Anchor Business and the Developer or, if purchased by the Anchor Business, the date of closing on the sale of the Anchor Business Space, or (ii) the Completion of Building A. This 30-month period will be extended one day for each day of delay resulting from the City's failure to timely issue the necessary building permit(s) or the Developer's inability to finance construction of the Building B; provided, however, that such extension will not be granted if the Developer or its agent(s) have not timely and correctly submitted the building permit application(s) or have not diligently pursued construction financing.

2. Transportation Phase 1B. The Developer will construct the public street shown as Road C on the Master Plan (“Road C”), the associated public parking, and the stormwater management facilities and utilities on Lots 2 and 3-2 in Phase 1B. Road C will extend from the existing northernmost entrance from Manassas Drive (the entrance to the current City Hall parking lot) to Park Center Court and the VRE Garage and will provide the City the ability to close Park Center Court/Manassas Drive/Market Street for events, as well as access options to and within the site, as part of an integrated downtown transportation network that will include an Omni Ride bus stop within the Project.

F. Phase 2 of the Project.

1. Residential Development in Phase 2.
 - a. Upon demolition of the current City Hall, the Developer, or a Builder, may construct up to 140 Two-over-Twos with garages in Phase 2, along with integrated street parking and open spaces, in the approximate locations depicted on the Master Plan for Phase 2, which Two-over-Twos will be integrated into the “downtown” area of the Project and not isolated therefrom, together with any of the allowed Two-over-Twos in Phase 1A not previously constructed.
 - b. If an Anchor Business is secured prior to December 31, 2027, the Developer or a Builder may construct all of the aforesaid residential units. If an Anchor Business has not been secured by that date, however, then once the City Hall Tract Residential Parcel has been conveyed to the Developer, and subject to City approval of the necessary plans and issuance of the necessary permits, the Developer or a Builder will be permitted to construct up to seventy (70) of the Two-over-Twos in Phase 2, plus any allowed Two-over-Twos in Phase 1A not previously constructed, before Commencement of construction of Building B, and the remaining seventy (70) Phase 2 Two-over-Twos once construction of Building B has Commenced.
 - c. Seventy (70) of the aforesaid Two-over-Twos will be allocated for purposes of financing the acquisition of the City Hall Tract Residential Parcel, for which the Developer will pay to the City Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), as shown on the Interim Budget, which payment will be made prior to Commencement of construction of residential units on such land and will be subject to an adjustment of Fifty Thousand and No/100 Dollars (\$50,000.00) per Two-over-Two residential unit up or down should the approved number of residential units be more or less than 140 units.
2. Transportation Phase 2. The Developer will construct or cause to be constructed the road shown on the Master Plan as Road D-2 in conjunction with the construction of the residential development in Phase 2. Road D-2 will be privately-owned and maintained.

3. Construction of Infrastructure to Support the Project. If the Phases 1B and 2 Rezoning has been approved, then in order to reduce long term costs and in recognition of the practical necessities of the Project site, the Developer will, during the Phase 1A construction, to the extent that it will not unreasonably interfere with current City Hall operations and in coordination with the City (including necessary site plan approval and issuance of building permits), be provided easements for and will construct streets, sewer and water lines, stormwater management facilities, electrical and other utility services necessary to serve the buildings to be constructed in both Phases 1A and 1B in connection with the development of those Phases of the Project in accordance with the Master Plan, and will provide for the extension of such streets and utilities to future construction in Phase 2, including appropriate erosion and sediment control measures; provided, however, that upon further engineering the Developer may defer portions of the aforesaid streets and utilities into Phase 2 if the streets and utilities installed in Phases 1A and 1B are determined by the City to be adequate to service the structures in those Phases. All utilities for the Project, including electrical and telecommunications lines, will be installed underground.

G. Manassas Drive Utilities. The Developer and the City will cooperate with each other and with the appropriate utility providers to remove all overhead utilities along Manassas Drive adjacent to the Project, and install them underground (the "Utility Work"). The cost of the Utility Work will not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Funding") unless outside sources of additional funding, such as grants and funding from state or federal sources, can be obtained. The Developer and the City will jointly pursue such additional sources of funding. The cost of the Utility Work will be shared equally by the Developer and the City. The Utility Work will be performed as soon as practicable in the following order:

1. The existing utility pole at the southeast corner of Manassas Drive and Park Center Court, and the utility lines from that pole to the utility pole on the south side of the entrance to the current City Hall parking lot, will be removed first.
2. The utility pole at the south side of the entrance to the current City Hall parking lot, and the utility lines from that pole to the utility pole on the south side of the entrance to Lot 4, will be removed next if Funding and/or additional funding is available.
3. The utility pole on the south side of the entrance to Lot 4 and the utility lines from that pole to the utility pole on the north side of the entrance to Lot 4 will be removed next if Funding and/or additional funding is available.

III. DEVELOPMENT CONTINGENCIES

A. Alternative Development Plan B. If the City approves both the Phase 1A Rezoning and the Phases 1B and 2 Rezoning but sufficient funding for the New City Hall has not been

secured, then the following alternative development plan (“Alternative Development Plan B”) will be pursued:

1. The Developer will construct and own Building A consisting of between 14,000 and 17,000 square feet for retail and rental uses, the construction of which shall Commence when commercial financing can be obtained therefor.
2. The City will enter into a lease/purchase agreement for the contemporaneous construction by the Developer of a one story building ultimately to be owned by the City, Building C, consisting of 6,000 gross square feet without interior build out, to include a library and such other uses as the City intends. The financing for such lease/purchase agreement shall also include the cost for the Public Infrastructure (as defined below).
3. Except as provided below in Subsection III.A.4, the Developer will construct Building B in accordance with Principal Development Plan A.
4. Alternatively, the Developer will have the option, in its sole discretion, to construct the Anchor Business Space as a standalone structure, in which case, in lieu of constructing the office and retail component of Building B, Building A will be constructed as a three story building consisting of approximately 51,000 square feet of retail and/or office space, with at least 6,000 square feet devoted to retail uses (which can include restaurants) abutting the Public Plaza.
5. Subject to approval of the necessary plans and issuance of the necessary permits by the City, the Developer will construct up to 314 Two-over-Two residential units under the same terms and conditions as are provided in Principal Development Plan A; provided, however, that:
 - a. The Developer will not be permitted to Commence construction on more than a total of one hundred seventy-four (174) residential units prior to Completion of both Building A and Building C nor more than a total of two hundred forty-four (244) residential units prior to Completion of Building B; or
 - b. If the Developer has elected the option in Subsection III.A.4. and (i) has Completed Building A and Building C and has prepared the Building B Pad Site as a pad ready site, then it may construct all 314 of the aforesaid residential units in Phase 2 of the Project, unless (ii) a contract with the Anchor Business has been executed, in which case the Developer must Commence construction of Building B prior to Completion of the final 70 of the aforesaid residential units.
6. The Developer will construct the Phase 1A and Phase 1B public infrastructure, including Road B, Road C, the public parking lots shown on the Master Plan, and the associated stormwater management facilities and utilities (collectively, the “Public Infrastructure”).

7. The lease/purchase financing will provide for the escrowing of funds for 91 underground parking spaces in the VRE Garage for City use in accordance with the Final Budget.
8. The City will vacate the current City Hall when Phase 1A construction is Complete (including Completion of the residential units) in order that construction may Commence on Phases 1B and 2, and will relocate as the City determines in its judgment.

B. Alternative Development Plan C. If the City approves the Phase 1A Rezoning but does not approve the Phases 1B and 2 Rezoning, then, in addition to the provisions of Subsection V.G.3 below, the following alternative development plan (“Alternative Development Plan C”) will be pursued:

1. The Developer will construct and own Building A consisting of between 14,000 and 51,000 square feet for retail and office uses, the construction of which shall Commence when commercial financing can be obtained therefor.
2. The City will enter into a lease/purchase agreement for the contemporaneous construction by the Developer of a one story building ultimately to be owned by the City, Building C, consisting of 6,000 gross square feet without interior build out, to include a library and such other uses as the City intends. The financing for such lease/purchase agreement shall also include the cost of the Public Infrastructure constructed and installed by the Developer.

IV. FINANCING ALTERNATIVES

A. Financing the Project.

1. Financing.
 - a. The conceptual hard and soft costs associated with the Project are set forth in the Interim Budget.
 - b. The Interim Budget identifies the categories of fees, expenses, and costs that are estimated to be required for the Commencement and Completion of the work required for the Project, and identifies the party or parties who are to contribute the funds necessary. The parties agree that the Interim Budget accurately reflects their agreement as to those fees, expenses, and costs upon entering into this Agreement, and that they further agree to their allocation between the parties hereto.
 - c. The parties will refine the Interim Budget based upon engineering, testing, scope adjustments, and final quotations and/or bids for the work necessary to construct the Project as may be required to achieve a mutually agreed final budget that will replace the Interim Budget upon completion (the “Final Budget”). Recognizing that actual costs might exceed those listed in

the Interim Budget and that the parties may mutually agree to such increases, the City commits to approving a Final Budget that (i) does not exceed the cost projections contained in the Interim Budget by more than five percent (5%), excepting the Utility Work, and (ii) does not materially change the overall number and value of the improvements to be provided to the City by the Developer (*e.g.*, number of parking spaces for the City, area of the New City Hall), as determined by the City Manager; provided, however, that the Final Budget for the New City Hall will only be approved if the Phases 1B and 2 Rezoning has been approved.

- d. The City may, at its sole discretion, elect to use one of the following methods to finance its Interim Budget and the Final Budget obligations with respect to the New City Hall and the Public Infrastructure:
 - (1) Synthetic tax increment financing, in which case the City will include in the development project area properties outside the Project that will generate adequate incremental additional tax revenue so that the annual estimated revenues from tax increment receipts will exceed two times the estimated annual lease/purchase payment schedule included in the City Lease, in order to meet those obligations to the satisfaction of third-party lenders or insurers;
 - (2) A lease revenue bond issued by the Economic Development Authority of the City of Manassas Park, Virginia, or another economic development authority or industrial development authority in the Commonwealth of Virginia;
 - (3) A certificate of participation, as mutually agreed on by the City and the Developer; or
 - (4) An alternative financing method, as mutually agreed on by the City and the Developer.
- e. The Final Budget will incorporate the financing costs to construct the New City Hall and the Public Infrastructure.
- f. The City will apply for such grants and funding from state or federal sources as may be available and of which it is aware to reduce the costs of the Project to the City and the Developer.

B. Financing the Development Alternatives. If the parties pursue Alternative Development Plan B or Alternative Development Plan C:

- 1. The City will finance the lease/purchase agreement using a certificate of participation.

2. The lease/purchase agreement will include funding for the Public Infrastructure.

V. ADDITIONAL PROVISIONS

A. **Development Team.** The Developer has identified its team members as those listed in **Exhibit G** (the “Development Team Members”), which is attached hereto and incorporated herein by reference, and above. The Developer may change Developer Team Members (so long as such replacements have equivalent or better level of experience) only upon the prior written approval of the City, such approval not to be unreasonably withheld, conditioned, or delayed.

B. **Eminent domain or other legal actions.**

1. Pursuant to the authority provided in Virginia Code Section 56-575.12, the City will hold a public hearing to consider the acquisition, including by exercise of its powers of eminent domain (including the authority to use “quick take” procedures where authorized), if necessary, of Lot 1A at a commercially reasonable price.
2. In accordance with the Interim Budget, the Developer will pay any costs, fees, and other expenses incurred for the acquisition of Lot 1A, including such costs, fees, and other expenses resulting from the City’s exercise of its power of eminent domain.
3. Additionally, the City will either exercise its powers of eminent domain (including the authority to use “quick take” procedures where authorized) to condemn the Declaration or it will bring such other action at law or in equity as it deems appropriate to eliminate or void the Declaration, at its sole cost and expense.

C. **Other and further obligations.**

1. The City will conduct a hazardous materials survey for the current City Hall building. The Developer will be responsible for the abatement of hazardous materials reported in the survey findings, to the extent set forth in the Interim Budget. The Developer will accept the current City Hall “As Is, Where Is” after the survey report has been completed. For purpose of this Agreement hazardous materials will mean, without limitation, those substances identified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, as amended (“RCRA”) 42 USC §6901, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; any state, county, municipal or local statutes, laws or ordinances similar or analogous to the federal statutes listed above; and any rules, regulations, guidelines, permits, orders or the like adopted pursuant to or implementing the statutes, laws, and ordinances listed above.

2. In accordance with the Interim Budget, the Developer will perform borings and produce a preliminary geotechnical report on the site of the New City Hall building. The Developer will accept the site of the New City Hall “As Is, Where Is” after the report has been completed.
 3. The City will review all applications for permits in a timely manner and the Developer will receive comments no later than forty-five days after a completed submission in accordance with the law of the Commonwealth. The Developer will be expected to return with comments addressed no later than forty-five days after comments are received from the City.
 4. The City will schedule such public meetings as it deems necessary and appropriate to inform its residents of the Project and its progress.
 5. The City will work with GH City Center, the owner of Parq 170 across Manassas Drive from the Project, to obtain a full release and termination of the Ground Lease as it applies to Lot 2 or to otherwise acquire, terminate, or amend the Ground Lease as it applies to Lot 2, before the initiation of construction of Phase 2B.
- D. Land Purchase.** If by December 31, 2027 the Developer has not acquired the right under this Agreement to complete all of the Two-over-Two residential units otherwise authorized because of a failure of any condition precedent to that right, the City may thereafter acquire those portions of Lot 4, Lot 5, and/or or the City Hall Residential Tract (if previously acquired by the Developer) that have not yet been developed (the “Undeveloped Phase 2 Property”). The Developer may offer the Undeveloped Phase 2 Property on the open market but will provide the City a recordable Right of First Offer, in a form approved by the City Attorney. Under the Right of First Offer, the City will have the right to acquire the Undeveloped Phase 2 Property at the its fair market value, as determined by an independent appraisal conducted by an MAI appraiser acceptable to both the City and the Developer. This Right of First Offer will expire December 31, 2030.
- E. Audit; Debarment.** The Developer hereby covenants and agrees that it will make all salary, billing, expense and other records relating to the work performed hereunder available for inspection and copying by the City and its authorized representatives at a reasonable cost payable by the City and during the Developer’s regular business hours upon reasonable prior notice. Any willful failure on the part of the Developer to comply with the provisions of this Section will constitute a breach of this Agreement and, regardless of whether such failure occurs during the term of this Agreement or within the three (3) year period commencing on the date of final payment of the City Lease, if such failure continues for a period of thirty (30) business days after written notice from the City, will constitute sufficient grounds for debarment of the Developer from contracting with the City. The right for the City to so debar the Developer will not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- F. Accuracy of Proposal.** The Developer hereby represents and warrants to the City that as of the date of this Agreement all factual statements relating to the Developer’s prior experience and capabilities and made in the Proposal to the City to provide the services in

connection with the Project as set forth in this Agreement are in all material respects true and accurate.

G. Default and Termination.

1. Default. In the event either party fails in the performance of any term or condition of this Agreement (a “Default”), the party not in Default will be entitled to provide the defaulting party written notice of Default (demand of performance). The defaulting party will have thirty (30) days to cure said default. Should the defaulting party not cure the Default by the end of the thirty (30) day period, the demanding party may terminate this Agreement by giving written notice as provided herein, in which case this Agreement will have no further force and/or effect, except for those provisions that by definition necessarily survive the termination of this Agreement (*e.g.*, liability).
2. Termination for Convenience. The City may terminate this Agreement for convenience at any time by giving thirty (30) days’ prior written notice to the Developer, subject to the terms hereof; provided, however, that in the event that the City terminates this Agreement for convenience prior to Commencement of any Phase of the Project as contemplated herein, it will reimburse the Developer for its costs expended in anticipation of the implementation of that Phase, including the rezoning for that Phase, as evidenced by audited records of such expenses provided by the Developer, and will take ownership from the Developer of all studies, plans, plats, and other work prepared by or on behalf of the Developer in anticipation of the implementation of that Phase. For purposes of this Subsection, legal fees are not included in such costs expended in anticipation of the implementation of the Project.
3. Termination upon failure of the Phases 1B and 2 Rezoning. In the event the City declines to approve the Phases 1B and 2 Rezoning, this Agreement will be deemed null and void with respect to Phases 1B and 2, except to the extent otherwise provided herein. The City will reimburse the Developer for its reasonable costs expended in anticipation of the implementation of Phases 1B and 2, as evidenced by audited records of such expenses provided by the Developer, and will take ownership from the Developer of all studies, plans, plats, and other work prepared by or on behalf of the Developer in anticipation of the implementation of Phases 1B and 2 as it applies to the City owned land. For purposes of this Subsection, (i) legal fees, and (ii) costs for site work done on Lot 2 or Lot 3-2 prior to approval of the Final Budget will not be included in such costs expended in anticipation of the implementation of Phases 1B and 2.
4. The rights and remedies of the parties provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

H. Notices. Notice and other correspondence provided for in or required by this Agreement will be hand delivered or sent by overnight mail, certified or registered U.S. mail, return

receipt requested, or via facsimile, addressed as provided below. Any notice or document required or permitted hereunder will be in writing and will be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified or registered U.S. mail. Each address will for all purposes be as set forth below unless otherwise changed by notice to the other parties as provided herein:

TO THE CITY: Laszlo Palko
City Manager
One Park Center Court
Manassas Park, Virginia 20111
Telephone: (703) 335-8800
Facsimile: (703) 335-0053

A COPY TO: Dean Crowhurst
City Attorney
One Park Center Court
Manassas Park, Virginia 20111
Telephone: (703) 335-0052
Facsimile: (703) 335-0053

TO DEVELOPER: Village at Manassas Park, LLC
c/o Norton Scott, LLC
1420 Beverly Road, Suite 240
McLean, Virginia 22101
Telephone: (703) 738-8736
Facsimile: (703) 783-8621

A COPY TO: Walsh, Colucci, Lubeley & Walsh, P.C.
c/o John H. Foote, Esq.
and Jonelle M. Cameron, Esq.
4310 Prince William Parkway, Suite 300
Prince William, Virginia 22192
Telephone: (703) 680-4664
Facsimile: (703) 680-2161

- I. Indemnification.** The Developer will indemnify and hold the City, the members of its Governing Body, and its officers, employees, and authorized representatives harmless from and against, and will process and defend at its own expense, any and all claims, demands, suits, at law or in equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City, the members of its Governing Body, and/or its officers, employees, or authorized representatives, arising out of, in connection with, or incident to the execution of this Agreement solely with respect to the negligence, willful misconduct or willful omission of the Developer or the Developer's agent in the performance of the

work contemplated by this Agreement (excluding any consequential loss, damage and/or expense) resulting in bodily injury or property damage.

J. Independent Contractors. Neither the Developer, nor any of its employees, agents, subsidiaries, or subcontractors will be considered employees, servants, agents, partners, or joint venture partners of or with the City by reason of this Agreement. Neither the City, nor any of its employees, agents, or subcontractors will be considered employees, servants, agents, partners, or joint venture partners of or with the Developer by reason of this Agreement.

K. Non-liability of the City and the Developer, Officials, and Employees. No director, officer, official, employee, agent, or representative of the City will be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City for any amount which may become due to the Developer or any successor in interest, or on any obligation incurred under the terms of this Agreement. No officer, member, partner, official, employee, agent, or representative of the Developer will be personally liable to the City or any successor in interest, in the event of any default or breach by the Developer for any amount which may become due to the City or any successor in interest, or on any obligation incurred under the terms of this Agreement.

L. Insurance.

1. The Developer agrees to (i) notify the City promptly after the Developer receives actual notice of any loss, damage or injury related to or in connection with the Project; (ii) notify any insurance carrier of same as directed by the City, (iii) take no action (such as admission of liability) that would prejudice the City from obtaining any protection afforded by any policy the City may hold or which might prejudice in any material manner the City in its defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance; and (iv) aid and cooperate with the City in every reasonable respect with respect to such insurance and any loss thereunder.
2. The Developer, at its own expense and not as a reimbursable expense, will carry the following minimum insurance coverage (except as waived by the City in its sole discretion) and provide the City with a Certificate of Insurance evidencing the same:
 - a. Workers' Compensation insurance in the statutory amount (or participate in the appropriate state fund if commercial insurance is not available or allowed), including Employers' Liability insurance in the amounts of not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee (disease) and Five Hundred Thousand Dollars (\$500,000) aggregate (disease).
 - b. Commercial General Liability insurance written on an occurrence basis with limits not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for

contractual liability, personal injury, bodily injury, and property damage; Automobile Liability insurance with limits not less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage; and Umbrella/Excess Liability insurance with limits not less than Five Million Dollars (\$5,000,000). All liability insurance policies will name the Developer as the named insured and the City as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. The Developer's Commercial General Liability policy will be primary and non-contributory with any other insurance coverage or self-insurance carried by the Commonwealth of Virginia or the City with respect to any claims arising out of the performance or non-performance of the scope of work described herein and contemplated hereby.

- c. Professional Liability (Errors and Omissions) insurance written on a Claims Made basis with limits not less than Five Million Dollars (\$5,000,000), with a deductible not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000).
3. By requiring the minimum insurance amounts specified herein, the City will not be deemed or construed to have assessed the risk that may be applicable to or incurred by the Developer.
4. Upon request, the Developer will furnish to the City certificates of insurance evidencing the foregoing coverage either by the Developer or third-party firms. All insurance policies will be in form, amounts, and with such companies as are reasonably acceptable to City, provided, however, that in no event will any insurer have a Best Insurance Rating of less than "A-VIII."
5. The Developer will ensure that the Developer's third-party firms (*i.e.*, General Contractor, Architect, Engineers, and others, as appropriate) will carry the following minimum insurance coverage and provide the City with a Certificate of Insurance evidencing the same:
 - a. Workers' Compensation insurance in the statutory amount (or participate in the appropriate state fund if commercial insurance is not available or allowed), including Employers Liability insurance in the amounts of not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee (disease) and Five Hundred Thousand Dollars (\$500,000) aggregate (disease).
 - b. Commercial General Liability insurance written on an occurrence basis with limits not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for contractual liability, personal injury, bodily injury, and property damage;

- c. Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage;
 - d. Umbrella/Excess Liability insurance with limits not less than Three Million Dollars (\$3,000,000).
 - e. Additional Requirements: All liability insurance policies will name the Developer and the City as additional insureds and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance.
 - f. If applicable, Professional Liability (Errors and Omissions) insurance written on a Claims Made basis with limits not less than Two Million Dollars (\$2,000,000), with a deductible not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000).
6. The Developer understands and acknowledges that the City is body corporate and politic and with respect to tort liability for acts or occurrences involving the Project, including product liability, the Commonwealth and the City are either (i) constitutionally immune (or partially immune) from suit, judgment or liability or (ii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. Nothing contained herein will constitute a waiver of the sovereign immunity of the City.

M. Prior Agreements and Discussions. Any agreements between the City and the Developer before this Agreement and relating to the Project are superseded by this Agreement. All prior discussions and negotiations are merged into this Agreement. The submission of an unexecuted copy of this Agreement will not constitute an offer to be legally bound by the provisions of the document submitted; and no party will be bound by this Agreement until it is executed by, and delivered by and to, both parties.

N. No Third Party Rights. Nothing in this Agreement will be construed to permit anyone other than the City and the Developer and their respective successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

O. Non-Discrimination. During the performance of this Agreement:

- 1. The Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Developer, in all solicitations or advertisements for employees placed by or on behalf of the Developer, will state that such Developer is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of this Section.

The Developer will include the provisions of the foregoing Subsections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

P. Drug-Free Workplace. During the performance of this Agreement:

1. The Developer will provide a drug-free workplace for the Developer's employees.
2. The Developer will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. The Developer will state in all solicitations or advertisements for employees placed by or on behalf of the Developer that the Developer maintains a drug-free workplace.

The Developer will include the provisions of the foregoing Subsections 1, 2, and 3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

Q. Compliance with Federal Immigration Law. The Developer does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

R. Authority. The City and the Developer both have full power and authority to enter into this Agreement. The persons signing this Agreement on behalf of the City and the Developer have full power and authority to bind their respective entities to the terms and conditions of this Agreement.

S. Assignment. This Agreement cannot be assigned or delegated without the prior written consent of both parties. This Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective permitted legal successors and permitted assigns.

T. Executed in Virginia. This Agreement will be taken and deemed to have been fully made and executed by the parties hereto in the Commonwealth of Virginia for all purposes and

intents and will be governed by and subject to the laws of the Commonwealth of Virginia without giving effect to conflict of law principles.

U. Dispute Resolution Process.

1. In the event any claim, controversy, or dispute arises between the City and the Developer with respect to this Agreement, the parties will undertake in good faith to resolve the dispute. If the City and the Developer cannot resolve any disagreement within thirty (30) days after written notice of such claim, controversy or dispute, either party may pursue any remedies available to such party under this Agreement at law or in equity, including, without limitation, specific performance of this Agreement. As long as the parties are attempting in good faith to resolve a dispute under this Agreement, the parties will continue to perform their respective obligations under this Agreement.
2. The parties may after the aforesaid thirty (30) days jointly elect to submit any issue to mediation, or binding arbitration by a single arbitrator under the Rules for Commercial Arbitration of the American Arbitration Association, but if they do not agree to do so, or if they elect litigation, sole jurisdiction and venue will be in the Circuit Court of Prince William County, Virginia.

V. Waiver of Jury Trial. The Developer and the City each agree not to elect a trial by jury of any issue triable of right by jury, and each party waives any right to trial by jury with regard to this Agreement or any action arising in connection therewith.

W. Waiver. No waiver of any of the terms or conditions of this Agreement or of any breach of its terms or conditions will be effective unless such waiver is in writing and signed by the waiving party. No waiver of any breach will be deemed a waiver of any other subsequent breach.

X. Severability. If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Y. Interpretation. The captions in this Agreement will be of no force or effect in its interpretation. This agreement will not be construed against one Party or the other on the basis that its counsel drafted it or participated in its drafting. The words “include”, including,” or words to similar effect will not be construed to be words of limitation.

Z. Authorization to Transact Business. If The Developer or any Development Team Member is a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership, it will be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as

otherwise is required by law. In the event there is a failure at any time to maintain such registration, this Agreement is voidable by the City.

- AA. **Auditor of Public Accounts**. The City will submit a copy of this Agreement to the Auditor of Public Accounts of the Commonwealth of Virginia within thirty (30) days of the Effective Date.
- BB. **Modification**. This Agreement may not be modified or amended in any respect except by a written agreement executed by the parties to be bound in the same manner as this Agreement is executed.
- CC. **Counterparts**. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument.
- DD. **Exhibits**. The following exhibits are incorporated into and made a part of this Agreement:

- Exhibit A: Master Plan
- Exhibit B-1: Vacation Plat
- Exhibit B-2: Deed of Boundary Line Adjustment
- Exhibit B-3: Boundary Line Adjustment Plat
- Exhibit C: Interim Budget
- Exhibit D: City Lease Term Sheets
- Exhibit E: City Hall Functional Narrative
- Exhibit F: Proffers for Phases 1B and 2 Rezoning
- Exhibit G: Development Team Members
- Exhibit H: Initial Schedule
- Exhibit I: Elements of Project Phasing

(Signatures appear on the following page)

IN WITNESS WHEREOF the parties have executed this Agreement effective on the Effective Date first set out above.

CITY OF MANASSAS PARK, VIRGINIA

By: Jeanette Rishell
Jeanette Rishell, Mayor

Date: 6/17/20

VILLAGE AT MANASSAS PARK, LLC

By: Michael W. Scott
Michael W. Scott, Managing Member

Date: 6/17/2020

EXHIBIT A

Master Plan



LEGEND	
	DEVELOPMENT AREA
	PHASE LINE
PHASE 1A	
	PROPOSED MULTI-FAMILY UNITS
	PROPOSED PARKING GARAGE
	PROPOSED CIVIC BUILDING A
	PROPOSED COMMERCIAL BUILDING C
PHASE 1B & 2	
	PROPOSED MULTI-FAMILY UNITS
	PROPOSED COMMERCIAL BUILDING B

VILLAGE AT MANASSAS PARK

Master Plan



06.03.20

Conceptual Rendering - Village at Manassas Park



City of Manassas Park – Stacked Towns

Toll Brothers
AMERICA'S LUXURY HOME BUILDER™



EXHIBIT B-1

Vacation Plat

NOTES

1. THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON MANASSAS PARK CITY TAX ASSESSMENT MAP AS 24-3-3-1, 24-3-5B, 24-3-5C AND 25-1-4-1 AND ARE CURRENTLY ZONED I-1.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF TITLE REPORT, THEREFORE ALL ENCUMBRANCES TO THE PROPERTY MAY NOT BE SHOWN.
3. THE PROPERTIES SHOWN HEREON LIE WITHIN A ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS DELINEATED ON FLOOD INSURANCE RATE MAP No. 51153C0114 D, PANEL 114 OF 330, WITH AN EFFECTIVE DATE OF JANUARY 5, 1995.
4. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS83) AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO PWC MONUMENT "BARTENSTEIN PW08".

THE GRID FACTOR (ELEVATION FACTOR X SCALE FACTOR) WHICH HAS BEEN APPLIED TO THE FIELD DISTANCES TO DERIVE THE REFERENCED COORDINATES IS 0.99994539 UNLESS OTHERWISE STATED THE PLAT DISTANCES SHOWN ARE INTENDED TO BE HORIZONTAL DISTANCES MEASURED AT THE MEAN ELEVATION OF THIS SUBDIVISION. THE BEARINGS SHOWN ARE REFERENCED TO VCS 1983 NORTH. THE FOOT DEFINITION USED FOR CONVERSION OF THE MONUMENT COORDINATES IS THE "U.S. SURVEY FOOT" OR 1 METER = 39.3712 INCHES.

AREA TABULATION

AREA #1	2,902# OR 0.06662 ACRES
AREA #1A	281# OR 0.00645 ACRES
AREA #2	4# OR 0.00009 ACRES
AREA #2A	2,005# OR 0.04603 ACRES
AREA #2B	1,505# OR 0.03455 ACRES
TOTAL AREA OF VACATION	6,697# OR 0.15374 ACRES

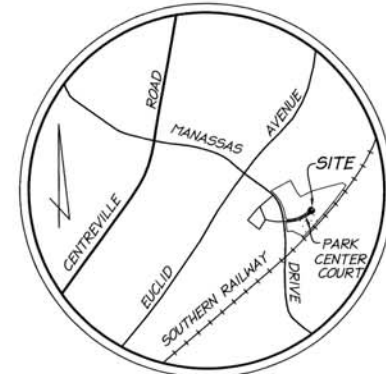
SURVEYOR'S CERTIFICATE

I, MATTHEW T. MARSHALL, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



CURVE DATA

No.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	25.00'	53°44'37"	23.45'	12.67'	22.60'	N21°42'18"E
C2	68.00'	112°09'31"	133.11'	101.12'	112.85'	N50°54'44"E
C3	620.00'	7°43'04"	83.51'	41.82'	83.45'	S44°43'04"W
C4	650.00'	8°13'35"	93.33'	46.74'	93.24'	N44°27'49"E
C5	68.00'	52°24'02"	62.19'	33.46'	60.05'	S46°48'30"E
C6	680.00'	7°30'42"	89.15'	44.64'	89.09'	N44°49'15"E
C7	68.00'	122°55'42"	145.89'	125.05'	119.48'	S40°51'23"W
C8	25.00'	53°44'37"	23.45'	12.67'	22.60'	S75°26'55"W



VICINITY MAP

SCALE: 1" = 2000'

OWNER'S CONSENT

THE PLATTING OF THE LAND SITUATED IN THE CITY OF MANASSAS PARK SHOWN HEREON IS MADE WITH THE FREE CONSENT AND IN THE ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

CITY OF MANASSAS PARK

BY: _____ DATE _____
SIGNATURE NAME: TITLE:

ACKNOWLEDGED: CITY CLERK
STATE OF VIRGINIA, TO WIT:
SUBSCRIBED AND ACKNOWLEDGED BEFORE ME

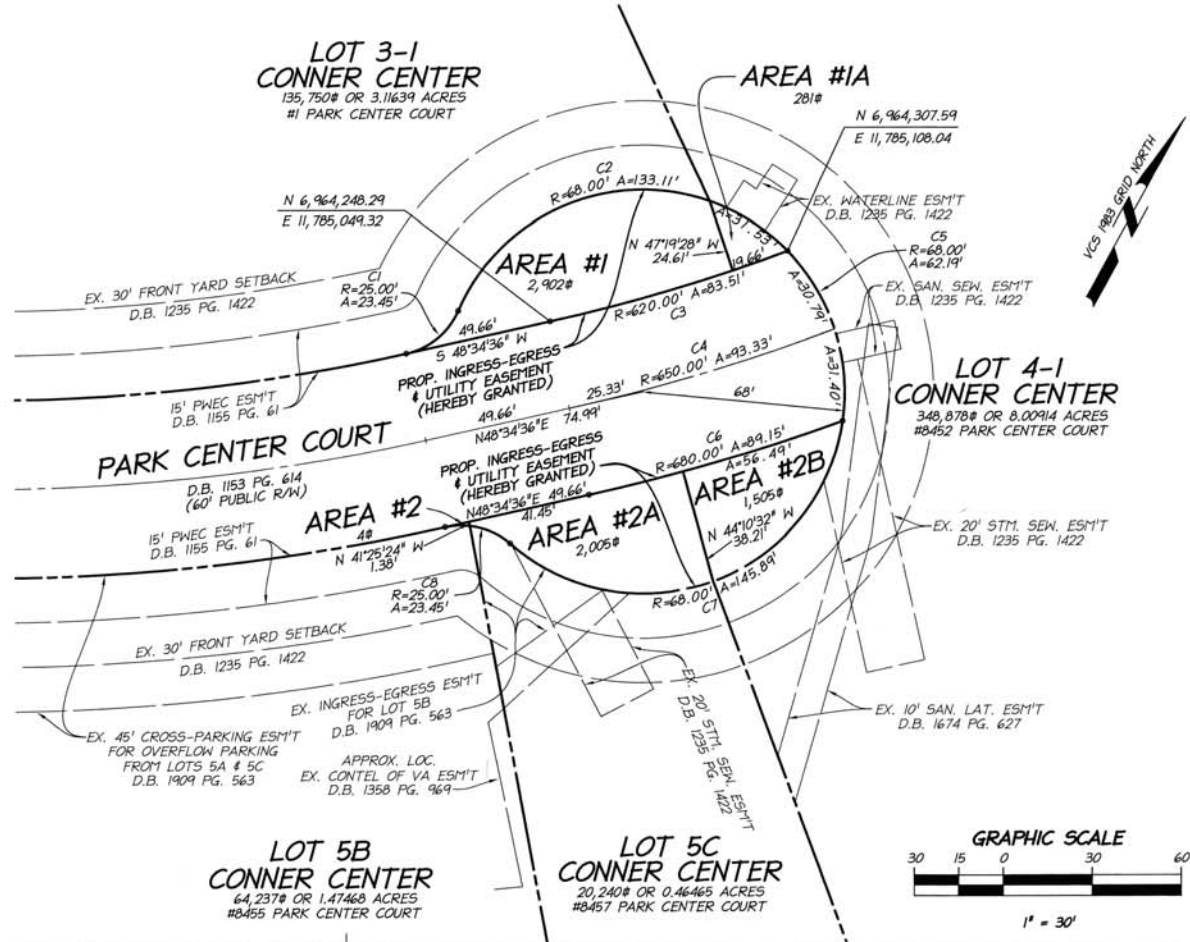
THIS _____ DAY OF _____, 2020

CITY CLERK

APPROVED

ZONING ADMINISTRATOR

DATE



PLAT SHOWING THE VACATION OF A PORTION OF
PARK CENTER COURT

SCALE: N/A
SHEET 1 OF 1
DATE: MAY 5, 2020
DRAFT: DKA CHECK: M1
FILE NUMBER 19244-1-0 3.2

LDC
LAND DESIGN CONSULTANTS
488 DASH RED AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
PH: 703-880-4585 FX: 703-880-4775

DEED BOOK 1153 PAGE 614
CITY OF MANASSAS PARK, VIRGINIA

EXHIBIT B-2

Deed of Boundary Line Adjustment

DEED OF BOUNDARY LINE ADJUSTMENT

THIS DEED OF BOUNDARY LINE ADJUSTMENT (this “Deed”) is made this ____ day of _____, 2020, by the CITY OF MANASSAS PARK, VIRGINIA, a body corporate and politic, its successors and assigns (together, the “City”) (Grantor and Grantee).

RECITALS

R-1. The City is the owner of certain real property situate in Manassas Park, Virginia, as follows:

- Lot 1B, Resubdivision Plat Lot 1, CONNER CENTER (“Lot 1B”), with tax map number 24-3-1B, as shown on the plat attached hereto and incorporated herein by this reference (File No.19244-1-0), dated May 5, 2020, titled “PLAT SHOWING LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER A BOUNDARY LINE ADJUSTMENT OF LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B CONNER CENTER DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 1931, DEED BOOK 1909 PAGE 563 & INSTRUMENT # 202004150029572” and prepared by Land Design Consultants, Inc. of Woodbridge, Virginia (the “Plat), having acquired Lot 1B by deed recorded as Instrument No. 201111180095681 among the land records of Prince William County, Virginia (the “Land Records”); and

- Lot 3-1, CONNER CENTER, Blooms Court (“Lot 3-1), with tax map number 24-3-3-1, as shown on the Plat, having acquired Lot 3-1 by deed recorded in Deed Book 1577, at Page 1726, among the Land Records; and

- Lot 4-1, CONNER CENTER, Blooms Court (“Lot 4-1”), with tax map number 25-1-4-1, as shown on the Plat, having acquired Lot 4-1 by deeds recorded as Instrument No. 200310090186682 and as Instrument No. 202004150029572 among the Land Records; and

- Lots 5A, 5B, and 5C, CONNER CENTER, Blooms Court (“Lot 5A”, “Lot 5B”, and “Lot 5C”, respectively), with tax map numbers 24-3-5A, 24-3-5B, and 24-3-5C, respectively, as shown on the Plat, having acquired Lot 5A, Lot 5B, and Lot 5C by deed recorded as Instrument No. _____ among the Land Records; and

- Area #1, Area #1A, Area #2, Area #2A, and Area #2B, as shown on the Plat, being portions of the Park Center Court public right-of-way that was vacated and abandoned pursuant to Ordinance _____, recorded as Instrument No. _____ among the Land Records.

R-2. It is the desire and intent of the City to adjust the boundary lines between Lot 1B, Lot 3-1, Lot 4-1, Lot 5A, Lot 5B, Lot 5C, Area #1, Area #1A, Area #2, Area #2A, and Area #2B (collectively, the “Property”), as shown on the Plat and as hereinafter provided.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises, the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Deed by this reference as if set forth herein in their entirety.

BOUNDARY LINE ADJUSTMENT

The City hereby adjusts the boundary lines between Lot 1B, Lot 3-1, Lot 4-1, Lot 5A, Lot 5B, and Lot 5C in accordance with the Plat, thereby creating and establishing four new parcels as follows:

- (i) Lot 3-2, CONNER CENTER, Blooms Court, containing 3.18302 acres (138,652 square feet) of land, to be owned in fee simple by the City; and
- (ii) Lot 4-2, CONNER CENTER, Blooms Court, containing 8.22174 acres (358,139 square feet) of land, to be owned in fee simple by the City; and
- (iii) Lot 5-1, CONNER CENTER, Blooms Court, containing 2.50337 acres (109,047 square feet) of land, to be owned in fee simple by the City; and
- (iv) Lot 6, CONNER CENTER, Blooms Court, containing 2.20164 acres (95,903 square feet) of land, to be owned in fee simple by the City;

GENERAL PROVISIONS

The covenants stated above are not covenants personal to the City but are covenants running with the land, which are and shall be binding upon the City, its heirs, successors, and representatives, as owner of the Property.

The platting of the land and adjustment of the boundary lines as provided by this Deed and the Plat are made with the free consent and in accordance with the desires of the City, as owner of the Property, and are in accordance with the provisions of Virginia Code Section 15.2-2264 and applicable laws and regulations of Manassas Park, Virginia, as evidenced by the approval of the boundary line adjustment by the authorized officials of Manassas Park, Virginia, as noted in this Deed and on the Plat.

{The remainder of the page is intentionally left blank}

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF MANASSAS PARK, VIRGINIA,
a body corporate and politic

By: _____
Jeanette Rishell, Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by Jeanette Rishell, as Mayor of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM

Dean H. Crowhurst, City Attorney

EXHIBIT B-3

Boundary Line Adjustment Plat

NOTES

- THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON CITY OF MANASSAS PARK TAX ASSESSMENT MAP AS 24-3-1B, 24-3-3-1, 24-3-5A, 24-3-5B, 24-3-5C AND 25-1-4-1 AND ARE CURRENTLY ZONED I-1.
- PRELIMINARY TITLE REPORT FURNISHED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT No. DC1902487, COMMITMENT DATE JANUARY 8, 2019, AS TO 24-3-5A, 24-3-5B AND 24-3-5C.
TITLE REPORT FURNISHED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT No. DC20000545, COMMITMENT DATE MARCH 27, 2020, AS TO 24-3-1B, COMMITMENT No. DC20000543, COMMITMENT DATE MARCH 27, 2020, AS TO 24-3-3-1, AND COMMITMENT No. DC20000544, COMMITMENT DATE MARCH 27, 2020, AS TO 25-1-4-1.
- THE PROPERTIES SHOWN HEREON LIE WITHIN A ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS DELINEATED ON FLOOD INSURANCE RATE MAP No. 51153C0114 D, PANEL 114 OF 330, WITH AN EFFECTIVE DATE OF JANUARY 5, 1995.
- THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS83) AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO PWC MONUMENT "BARTENSTEIN PWB".
THE GRID FACTOR (ELEVATION FACTOR X SCALE FACTOR) WHICH HAS BEEN APPLIED TO THE FIELD DISTANCES TO DERIVE THE REFERENCED COORDINATES IS 0.99994539. UNLESS OTHERWISE STATED THE PLAT DISTANCES SHOWN ARE INTENDED TO BE HORIZONTAL DISTANCES MEASURED AT THE MEAN ELEVATION OF THIS SUBDIVISION. THE BEARINGS SHOWN ARE REFERENCED TO VCS 1983 NORTH. THE FOOT DEFINITION USED FOR CONVERSION OF THE MONUMENT COORDINATES IS THE "U.S. SURVEY FOOT" OR 1 METER = 39.3712 INCHES.
- LOTS 1B, 2, 3-1 (FORMERLY 3) & 4 (FORMERLY 4) ARE SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AT INSTRUMENT No. 200701080003487. LOTS 1B & 2 ARE SUBJECT TO LANDSCAPING MAINTENANCE AGREEMENT RECORDED AT INSTRUMENT No. 2011118095691.
LOTS 2 & 3 ARE SUBJECT TO MEMORANDUM OF GROUND LEASE RECORDED AT INSTRUMENT No. 2070108003488.
LOT 4 IS SUBJECT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN DEED BOOK 1674 AT PAGE 636.
LOTS 4, 5A, 5B & 5C ARE SUBJECT TO DEED OF ASSIGNMENT OF CABLE SIDE SETTLEMENT CORRIDOR EASEMENTS RECORDED AS INSTRUMENT No. 20051110195681.
LOTS 5A, 5B & 5C ARE SUBJECT TO EASEMENT DEED BY COURT ORDER RECORDED AS INSTRUMENT No. 201302070104082.

OWNER'S CONSENT

THE PLATTING OF THE LAND SITUATED IN THE CITY OF MANASSAS PARK SHOWN HEREON IS MADE WITH THE FREE CONSENT AND IN THE ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

CITY OF MANASSAS PARK

BY: _____ DATE _____
SIGNATURE
NAME:
TITLE:

ACKNOWLEDGED: CITY CLERK
STATE OF VIRGINIA, TO WIT:
SUBSCRIBED AND ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2020

CITY CLERK

SURVEYOR'S CERTIFICATE

I, MATTHEW T. MARSHALL, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS THE PROPERTY ACQUIRED BY CITY OF MANASSAS PARK, BY DEED RECORDED IN DEED BOOK 1577 AT PAGE 1726, AS TO LOT 3-1, DEED BOOK 1674 AT PAGE 638 AND INSTRUMENT No. 202004150029572, AS TO LOT 4-1, INSTRUMENT No. 2011118095681, AS TO LOT 1B, AND INSTRUMENT No. _____, AS TO AREA 1, AREA 1A AND AREA 2B, AND VILLAGE OF MANASSAS PARK, LLC, BY DEED RECORDED AT INSTRUMENT No. _____, AS TO LOTS 5A, 5B AND 5C, AND INSTRUMENT No. _____, AS TO AREA 1 AND AREA 1A, ALL RECORDED AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THIS PLAT IS BASED ON BOUNDARY SURVEY BY THIS FIRM, THAT THIS PLAT CLOSES WITH A PRECISION RATIO GREATER THAN 1:10,000.



AREA TABULATION

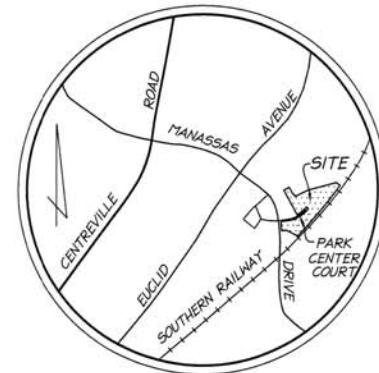
BEFORE BOUNDARY LINE ADJUSTMENT			
LOT 1B	87,193#	OR	2.00168 ACRES
LOT 3-1	135,750#	OR	3.11639 ACRES
LOT 4-1	348,878#	OR	8.00914 ACRES
LOT 5A	38,746#	OR	0.88949 ACRES
LOT 5B	64,237#	OR	1.47468 ACRES
LOT 5C	20,240#	OR	0.46465 ACRES
AREA 1	2,902#	OR	0.06662 ACRES
AREA 1A	281#	OR	0.00645 ACRES
AREA 2	4#	OR	0.00009 ACRES
AREA 2A	2,005#	OR	0.04603 ACRES
AREA 2B	1,505#	OR	0.03455 ACRES
TOTAL	701,741#	OR	16.10977 ACRES

AFTER BOUNDARY LINE ADJUSTMENT			
LOT 3-2	138,652#	OR	3.18302 ACRES
LOT 4-2	358,139#	OR	8.22174 ACRES
LOT 5-1	109,047#	OR	2.50337 ACRES
LOT 6	95,903#	OR	2.20164 ACRES
TOTAL	701,741#	OR	16.10977 ACRES

APPROVED

ZONING ADMINISTRATOR

DATE



VICINITY MAP

SCALE: 1" = 2000'

CURVE DATA

No.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	35.00'	90°00'00"	54.98'	35.00'	49.50'	N38°48'07"E
C2	723.00'	35°13'31"	444.50'	229.52'	437.53'	N66°11'22"E
C3	680.00'	7°30'42"	89.15'	44.64'	89.09'	N44°49'15"E
C4	68.00'	52°24'02"	62.19'	33.46'	60.05'	N46°48'30"W
C5	620.00'	7°43'04"	83.51'	41.82'	83.45'	S44°43'04"W
C6	663.00'	12°31'24"	144.91'	72.75'	144.63'	S54°50'18"W
C7	10696.19'	8°02'46"	1502.11'	752.29'	1500.87'	S39°48'51"W

OWNER'S CONSENT

THE PLATTING OF THE LAND SITUATED IN THE CITY OF MANASSAS PARK SHOWN HEREON IS MADE WITH THE FREE CONSENT AND IN THE ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

VILLAGE OF MANASSAS PARK, LLC

BY: _____ DATE _____
SIGNATURE
NAME:
TITLE:

NOTARY CERTIFICATE

COMMONWEALTH OF _____
CITY/COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA (AT LARGE), WHOSE COMMISSION WILL EXPIRE ON _____, HEREBY CERTIFY THAT _____, WHOSE NAME APPEARS ON THE FOREGOING OWNERS CERTIFICATION, HAS ACKNOWLEDGED THE SAME BEFORE ME IN THIS STATE AND COUNTY AFORESAID.

GIVEN UNDER MY HAND THIS _____ DAY OF _____,

NOTARY PUBLIC SIGNATURE



PLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER
 A BOUNDARY LINE ADJUSTMENT OF
 LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B
CONNER CENTER
 CITY OF MANASSAS PARK, VIRGINIA
 DEED BOOK 1235 PAGE 1422, DEED BOOK 1422, DEED BOOK 1542 PAGE 1931, DEED BOOK 1674 PAGE 563 & INSTRUMENT # 202004150029572

SCALE:
N/A

SHEET 1 OF 7

DATE:
MAY 5, 2020

DRAFT: CHECK:
DKA MIM

FILE NUMBER
19244-1-0



MANASSAS DRIVE
(VARIABLE WIDTH PUBLIC R/W)

MATCHLINE, SEE SHEET 3

24-3-1A
LOT 1A
CONNER CENTER
INSTR. # 200710040112198

LOT 6
95,903# OR 2.20164 ACRES
#9202 MANASSAS DRIVE

LOT 1B
CONNER CENTER
87,193# OR 2.00168 ACRES
#9202 MANASSAS DRIVE

LOT 5A
CONNER CENTER
38,746# OR 0.88449 ACRES
#8455 PARK CENTER COURT

LOT 5B
CONNER CENTER
64,237# OR 1.47468 ACRES
#8455 PARK CENTER COURT

LOT 5-1
109,047# OR 2.50337 ACRES
#8455 PARK CENTER COURT

24-3-2
LOT 2
CONNER CENTER
D.B. 1235 PG. 1422

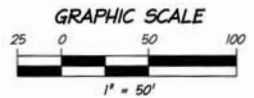
LOT 3-1
CONNER CENTER
135,750# OR 3.11639 ACRES
#1 PARK CENTER COURT

LOT 3-2
138,652# OR 3.18302 ACRES
#1 PARK CENTER COURT

LOT 4-2
358,199# OR 8.22174 ACRES
#8452 PARK CENTER COURT

LOT 4-1
CONNER CENTER
348,878# OR 8.00914 ACRES
#8452 PARK CENTER COURT

SOUTHERN RAILWAY



SCALE:
1" = 50'

SHEET 2 OF 7

DATE:
MAY 5, 2020

DRAFT: DKA
CHECK: M'M

FILE NUMBER
19244-1-0

FLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER

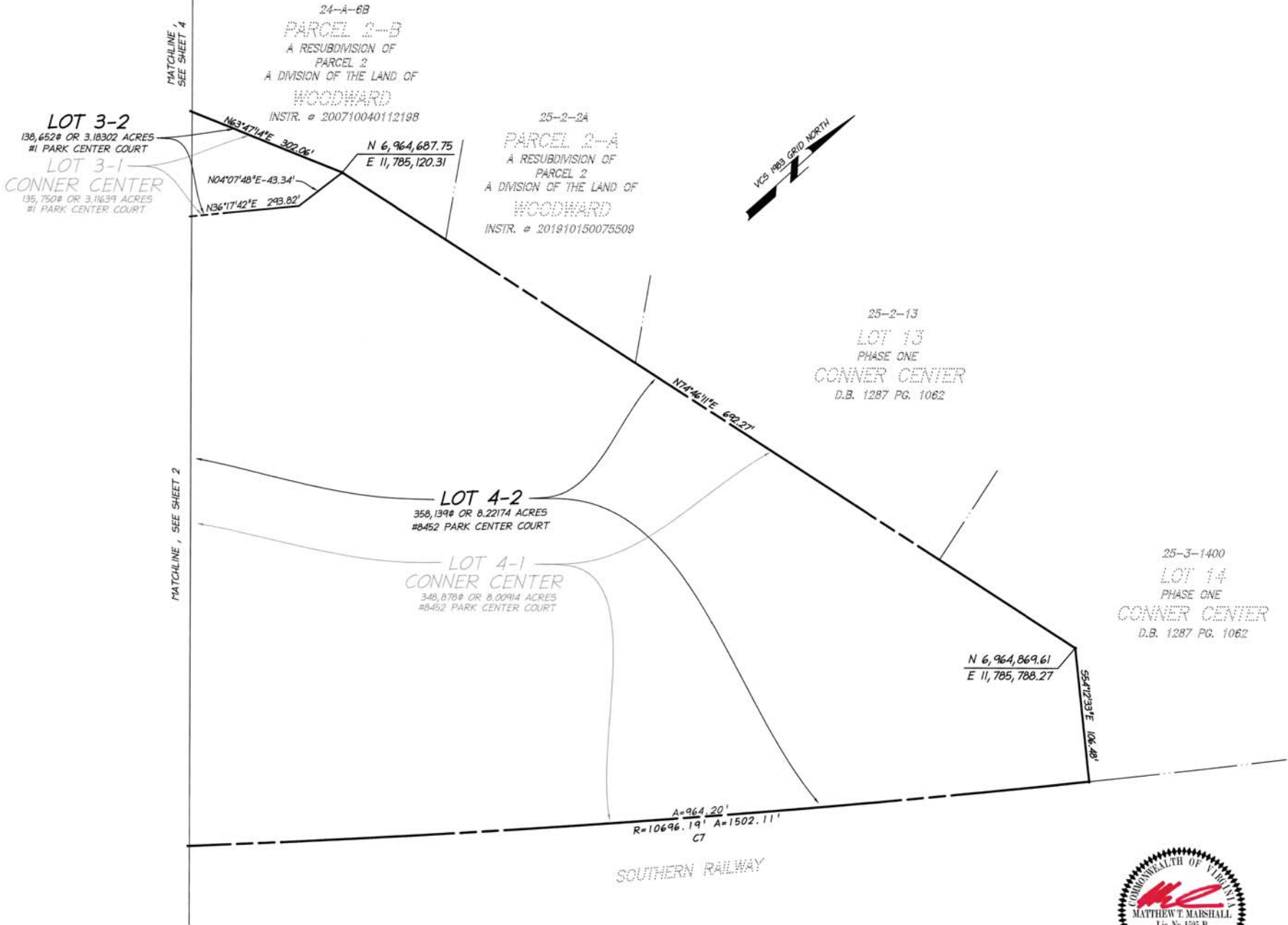
A BOUNDARY LINE ADJUSTMENT OF
LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B

CONNER CENTER

DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 191, DEED BOOK 1929 PAGE 563 & INSTRUMENT # 202004050029672
CITY OF MANASSAS PARK, VIRGINIA

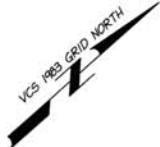


LAND DESIGN CONSULTANTS
486 DAVIS RD AVE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
PH: 703-680-4885 FX: 703-680-4775

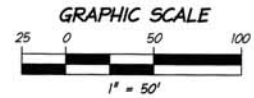


MATCHLINE, SEE SHEET 4

MATCHLINE, SEE SHEET 2



SOUTHERN RAILWAY



LDC
 LAND DESIGN CONSULTANTS
 4886 DUSTY RED AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22182
 PH: 703-688-4585 FX: 703-688-4775

PLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER
 A BOUNDARY LINE ADJUSTMENT OF
 LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS I, II, A, 2, 2A & 2B
CONNER CENTER
 CITY OF MANASSAS PARK, VIRGINIA
 DEED BOOK 1235 PAGE 142; DEED BOOK 1542 PAGE 193; DEED BOOK 1909 PAGE 543 & INSTRUMENT # 2020004150029572

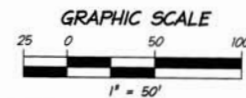
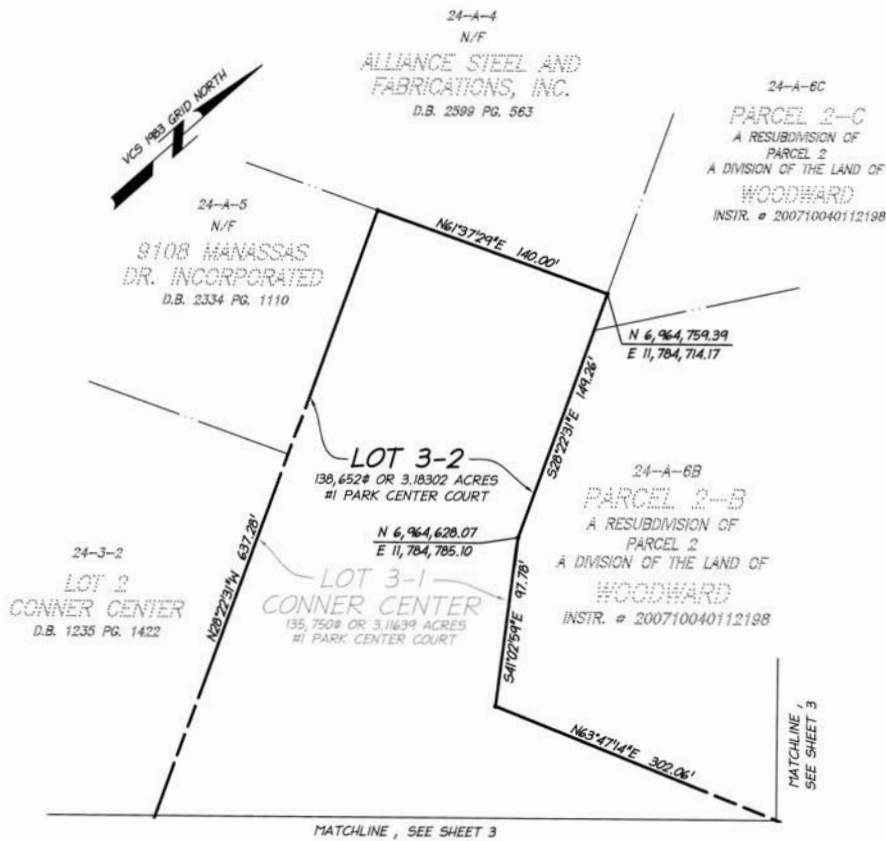
SCALE:
 1" = 50'

SHEET 3 OF 7

DATE:
 APRIL 16, 2020

DRAFT: DKA CHECK: DKA

FILE NUMBER
 19244-1-0



PLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER
 A BOUNDARY LINE ADJUSTMENT OF
 LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B
CONNER CENTER
 DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 1831, DEED BOOK 1829 PAGE 563 & INSTRUMENT # 20200405020672
 CITY OF MANASSAS PARK, VIRGINIA

SCALE:
 1" = 50'

SHEET 4 OF 7

DATE:
 APRIL 16, 2020

DRAFT: CHECK:
 DKA

FILE NUMBER
 19244-1-0



LAND DESIGN CONSULTANTS
 456 DASY RED AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
 PH: 703-660-0088 FX: 703-660-4775



MANASSAS DRIVE
(VARIABLE WIDTH PUBLIC R/W)

MATCHLINE, SEE SHEET 7

24-3-2
LOT 2
CONNER CENTER
D.B. 1235 PG. 1422

LOT 3-2

PARK CENTER COURT
D.B. 1153 PG. 614
(60' PUBLIC R/W)

EX. INGRESS-EGRESS
& UTILITY EASEMENT
INSTR. #

30' FRONT YARD
SETBACK
D.B. 1235 PG. 1422

EX. WATERLINE ESM'T
D.B. 1235 PG. 1422

EX. SAN. SEW. ESM'T
D.B. 1235 PG. 1422

EX. 20' STM. SEW. ESM'T
D.B. 1235 PG. 1422

EX. 10' SAN. LAT. ESM'T
D.B. 1674 PG. 627

EX. WATERLINE ESM'T
D.B. 1626 PG. 98

EX. 20' STM. SEW. ESM'T
D.B. 1235 PG. 1422

EX. INGRESS-EGRESS
& UTILITY EASEMENT
INSTR. #

APPROX. LOC.
EX. 20' STM. SEW. ESM'T
D.B. 1235 PG. 1422

EX. 45' CROSS-PARKING ESM'T
FOR OVERFLOW PARKING
FROM LOTS 5A & 5C
D.B. 1904 PG. 563

APPROX. LOC.
EX. CONTEL OF VA ESM'T
D.B. 1358 PG. 969

LOT 5-1

LOT 4-2

LOT 6

24-3-1A
LOT 1A
CONNER CENTER
INSTR. # 200710040112188

EX. 30' NOVEC ESM'T
F.B. 1352 PG. 647

N 6,963,654.48
E 11,784,913.64

R=10696.19' A=1502.11'
C7

SOUTHERN RAILWAY

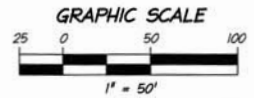
MATCHLINE, SEE SHEET 6

FLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER
A BOUNDARY LINE ADJUSTMENT OF
LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B
CONNER CENTER

DEED BOOK 1235 PAGE 1422, DEED BOOK 1674 PAGE 627 & INSTRUMENT # 20200450022672
CITY OF MANASSAS PARK, VIRGINIA



LAND DESIGN CONSULTANTS
436 EAST BEDFORD AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
PH: 703-688-6468 FAX: 703-688-4175



SCALE:
1" = 50'

SHEET 5 OF 7

DATE:
APRIL 16, 2020

DRAFT: CHECK:
DKA

FILE NUMBER
19244-1-0

MATCHLINE, SEE SHEET 4

MATCHLINE, SEE SHEET 5

24-A-6B
PARCEL 2-B
A RESUBDIVISION OF
PARCEL 2
A DIVISION OF THE LAND OF
WOODWARD
INSTR. # 200710040112198

LOT 3-2

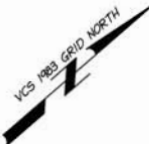
N04°07'48"E-43.34'

N36°17'42"E 293.82'

N 6,964,687.75

E 11,785,120.31

25-2-2A
PARCEL 2-A
A RESUBDIVISION OF
PARCEL 2
A DIVISION OF THE LAND OF
WOODWARD
INSTR. # 201910150075509



25-2-13
LOT 13
PHASE ONE
CONNER CENTER
D.B. 1287 PG. 1062

LOT 4-2

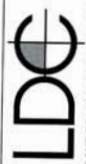
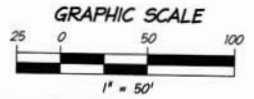
25-3-1400
LOT 14
PHASE ONE
CONNER CENTER
D.B. 1287 PG. 1062

N 6,964,869.61
E 11,785,788.27

EX. WATERLINE ESM'T
D.B. 1626 PG. 98

A=964.20'
R=10696.19' A=1502.11'
C7

SOUTHERN RAILWAY



LAND DESIGN CONSULTANTS
4886 DAILY RED AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22182
PH: 703-686-4585 FX: 703-686-4775

PLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER

A BOUNDARY LINE ADJUSTMENT OF
LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B

CONNER CENTER

DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 1981, DEED BOOK 1849 PAGE 563 & INSTRUMENT # 202004150029572
CITY OF MANASSAS PARK, VIRGINIA

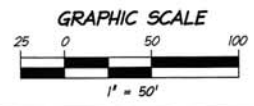
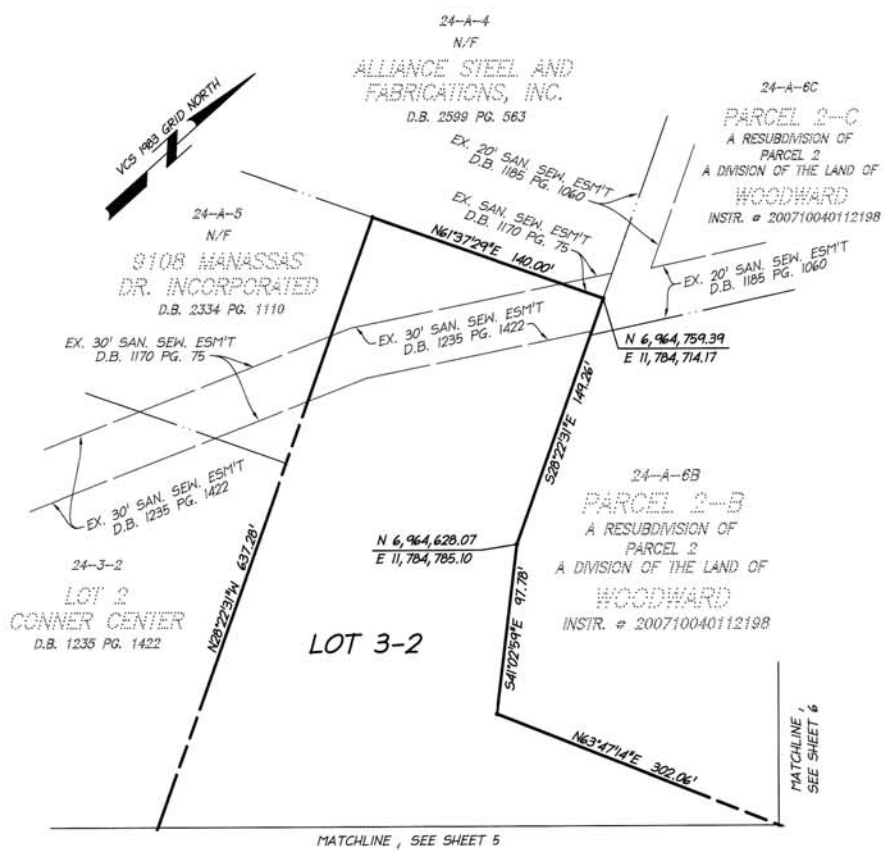
SCALE:
1" = 50'

SHEET 6 OF 7

DATE:
APRIL 16, 2020

DRAFT: CHECK:
DKA

FILE NUMBER
19244-1-0



PLAT SHOWING
LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER
 A BOUNDARY LINE ADJUSTMENT OF
 LOTS 1B, 3-1, 4-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B
CONNER CENTER
 DEED BOOK 1527 PAGE 193, DEED BOOK 1929 PAGE 563 & INSTRUMENT # 20200405027672
 CITY OF MANASSAS PARK, VIRGINIA

SCALE:
 1" = 50'
 SHEET 7 OF 7
 DATE:
 APRIL 16, 2020
 DRAFT: DKA CHECK:
 FILE NUMBER
 19244-1-0

LDC
 LAND DESIGN CONSULTANTS
 4585 DUSTY RED AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
 PH: 703-689-4555 FX: 703-689-4175

EXHIBIT C

Interim Budget

City of Manassas Park
City Center Redevelopment Phase III
Interim Budget Summary by Options

	Plan A Publicly Owned City Hall Bldg A 3 Story Tax-Exempt Financing ⁽¹⁾	Plan B Publicly Owned City Hall Bldg C w/Library 1 Story Taxable-exempt Lease-Purchase Agreement ⁽²⁾	Plan C Publicly Owned City Hall Bldg C w/Library 1 Story Taxable-exempt Lease-Purchase Agreement ⁽²⁾
City Building GFA	51,000	6,000	6,000
City Hall Net Rentable Area	40,784	5,250	5,250
Efficiency	80.0%	87.5%	87.5%
Building A ⁽¹⁾			
Floor 1			
Retail	6,306	2,250	2,250
Library ⁽³⁾	2,046	3,000	3,000
Registrar	4,045	-	-
Loading Dock Service	1,030	-	-
Core Area	3,573	750	750
Subtotal	17,000	6,000	6,000
Floor 2			
Library ⁽³⁾	5,055	N/A	N/A
Chambers	3,927		
City Administration Offices	4,857		
Core Area	3,161		
Subtotal	17,000		
Floor 3			
School Central Office	7,957	N/A	N/A
Customer Service Center	1,948	-	-
Server Room	474	-	-
Treasurer/Commissioner	3,139	-	-
Core Area	3,482	-	-
Subtotal	17,000	-	-
Total Rentable	40,784	5,250	5,250
Total Core	10,216	750	750
Total GFA	51,000	6,000	6,000

Building C [Plan A] / Building A [Plan B & C]

**City of Manassas Park
City Center Redevelopment Phase III
Interim Budget Summary by Options**

	Plan A	Plan B	Plan C
Retail Pad	6,000	14,000 ⁽⁵⁾	14,000 ⁽⁵⁾
Building B			N/A
Entertainment Anchor	42,000	42,000	
Ground Floor Retail	2,500	2,500	
Office Lobby	2,000	2,000 ⁽⁴⁾	
Office Above Entertainment	36,000	36,000 ⁽⁴⁾	
Total GFA	<u>82,500</u>	<u>82,500</u>	
Residential Units - 2 over 2s	314	314	174
Parking spaces under VRE Garage	91	91	91
Other Parking	No Change	Same as Plan A	No Phase 1B & 2

⁽¹⁾ Tax-exempt financing may be limited based on retail space allocation.

⁽²⁾ Tax-exempt Lease Purchase assumed - Cost of Building C offset by Land Payment.

⁽³⁾ Library is combined 7,111 sq feet in Plan A vs 3,052 sq ft in Plan B & C (Building C)

⁽⁴⁾ Possible future City Hall Office

⁽⁵⁾ Privately owned building A - 14K to 17K sq ft footprint / may have 2nd floor office / subject to tenanting and financing availability

Summary of Uses

Retail & Entertainment	56,806	46,750
Commercial Office	38,000	38,000
Civic	44,694	3,000
Total Non-Residential Uses	<u>139,500</u>	<u>87,750</u>

**City of Manassas Park
City Center Redevelopment Phase III
Interim Budget Summary by Options**

	Plan A	Plan B	Plan C
	Publicly Owned City Hall Bldg A	City-Owned Bldg C (Retail - Library)	City-Owned Bldg C (Retail - Library) No Phase 2 Rezoning
	3 Story	1 Story	1 Story
	Tax-Exempt Financing ⁽¹⁾	Tax-Exempt Financing ⁽¹⁾	Tax-Exempt Financing ⁽¹⁾
Civic Building GFA	51,000	6,000	6,000
Civic Building Net Rentable Sq Ft	40,784	5,250	5,250
Portion Used by City	80%	88%	88%
Financing Elements			
<i>Acquisition Costs:</i>			
Condemnation/Land Acquisition Costs & Expenses	7,250,000	7,250,000	7,250,000
VRE Re-engineering for Garage relocation	<i>Paid from other sources of funds</i>		
Offset from Sale of Multifamily Phase 1A	(8,700,000)	(8,700,000)	(8,700,000)
Offset from Sale of Retail Pad	(105,000)	N/A	
Reimburse Phase 2 Rezoning Costs			150,000
Subtotal	(1,555,000)	(1,450,000)	(1,300,000)
<i>Civic Building Costs:</i>			
Architectural & Engineering	1,173,439		
Fees, Bonds & Permits	210,880		
Utilities	209,100		
Hard Construction Costs	9,924,765		
Inspection & Testing	84,150		
Insurance, Accounting, etc	51,000		
Development Fee	750,057		
City & Tenant Improvements	4,080,000		
Total Costs of Building without Land Acquisition Offset	16,483,391	1,350,000	1,350,000 ⁽²⁾
<i>Total Civic Building Development Costs and Acquisition Costs to be Financed</i>	14,928,391	(100,000)	50,000
	6,273,326	6,273,326	6,273,326
City Center Phase 1A Infrastructure including civil engineering, testing, grading, storm water management, demolition, utility relocations, construction of Road B, public parking, streetscapes and civic plaza and improvements to Road A (Park Center Court)			

**City of Manassas Park
City Center Redevelopment Phase III
Interim Budget Summary by Options**

	Plan A	Plan B	Plan C
City Center Phase 1B Infrastructure to be performed coincident with the demolition of Old City Hall including civil engineering, testing, grading, storm water management, demolition, utility relocations, construction of Road C, public parking and streetscapes	3,503,533	3,503,533	-
<i>Total Public Development Costs to be Financed</i>	<u>24,705,250</u>	<u>9,676,859</u>	<u>6,323,326</u>
Premiums on Lease Financing for benefit of City	(3,567,322)	(1,397,283)	(921,870)
Financing Costs and Expenses incl Interest During Construction	2,002,072	785,424	578,544
Total Amount Financed	<u>23,140,000</u>	<u>9,065,000</u>	<u>5,980,000</u>
Interest over 30 year lease term	16,786,275	6,578,500	4,338,600
Total Phase 1 Financing	<u>39,926,275</u>	<u>15,643,500</u>	<u>10,318,600</u>
Phase 2 Land Sale including residential units attributed to City + Commercial Parcel.	(3,500,000)	(3,500,000)	N/A
Developer Contribution for public infrastructure share	(1,789,595)	(1,611,127)	N/A
Cash Proffer on Stacked Two over Two Multifamily Units (314 Plans A & B)/174 Plan C	(628,000)	(628,000)	(348,000)
Tax Revenue Offset over lease term	(80,511,019)	(81,309,561)	(41,298,499)
Total Cost (Benefit) to City	<u>(46,502,339)</u>	<u>(71,405,188)</u>	<u>(31,327,899)</u>
Estimated Additional Interest Cost and Expenses for TIF ⁽⁴⁾	13,500,000	N/A	N/A
Total Cost (Benefit) to City using TIF	<u>(33,002,339)</u>		

⁽¹⁾ Assumes Appropriation-Based Lease Secured by Building (Certificates of Participation or Lease Revenue Obligation) or TIF Option in the case of Plan A (see note ⁽⁴⁾ below).

⁽²⁾ Assumes delivery of warm lit shell only @ \$225 GFA Cost

⁽³⁾ No Phase 1B and 2 re-zoning and associated infrastructure

⁽⁴⁾ TIF financing subject to confirming study of City Center Phase I, II, III and IV tax increment with minimum coverage of 2.0 of scheduled TIF Payments payments.

EXHIBIT D

City Lease Term Sheets



City of Manassas Park
New City Hall & Associated Public Infrastructure
Certificates of Participation or Lease Revenue Obligation Financing

Project Description

The turnkey development of a New City Hall and associated public infrastructure on City-owned land adjacent to the Virginia Railway Express (the “VRE”) Station located in the City of Manassas Park, Virginia (the “City”).

The New City Hall is a key feature of a Public-Private Partnership initiative between the City and Village at Manassas Park LLC to redevelop the City Center area surrounding the VRE Station, a 24-acre land assemblage. The Master Development Plan includes the New City Hall, a VRE-financed 600+ space parking garage, an 88,500 sq. ft. future entertainment-anchored commercial development and up to 314 “for-sale” stacked townhome residential units. The entertainment anchor will benefit for a long-term, \$1/year land lease and access to free parking within the VRE’s commuter parking garage on evenings and weekend. The Master Development Plan represents Phase 3 of Manassas Park’s City Center Project.

The financed expenditures constitute Phase 1 of the project and includes a three story, City Hall Building of approximately 51,000 square foot building feet in the location as approximately generally depicted on the Master Development Plan, which will include:

- a new 37,000-38,000 square foot City Hall to house the City’s governmental and administrative offices.
- a 7,000-8,000 square feet to house the City’s library (partially on the first floor and the remaining portion on the second floor);
- 6,300 square feet of ground level, in-line retail space;
- a City-owned 36,000 square foot public plaza area (including space from periodic closure of Park Center Court for public events), and entrance to the community with amenities that may include, but are not limited to, a splash pad, and movable outdoor seating and dining tables, and may include one or more video screens for public viewing; and,
- Public roads, infrastructure and parking surrounding the New City Hall.

The foregoing elements are referred to as the “City Hall Project.”

Lease Purchase Agreement

An agreement (“LPA”) between the Developer and the City to make definitive lease-purchase payments over a term of twenty-nine and one half (29.5) years following scheduled completion in exchange for the construction and ultimate ownership of the City Hall Project.

Subject to Appropriation

THE LEASE REVENUE OBLIGATIONS WILL BE LIMITED OBLIGATIONS OF THE AUTHORITY (OR TRUSTEE IN THE CASE OF CERTIFICATES OF PARTICIPATION), PAYABLE FROM CERTAIN PAYMENTS TO BE MADE BY THE CITY PURSUANT TO A LEASE PURCHASE AGREEMENT, BETWEEN THE CITY AND THE AUTHORITY/DEVELOPER, AND OTHER PROPERTY CONSTITUTING THE TRUST ESTATE. THE OBLIGATION OF THE CITY TO MAKE PAYMENTS UNDER THE LEASE PURCHASE AGREEMENT WILL BE SUBJECT TO ANNUAL APPROPRIATIONS BY THE CITY FOR SUCH

PURPOSE. NEITHER THE LEASE REVENUE OBLIGATIONS/CERTIFICATES OF PARTICIPATION NOR THE LEASE PURCHASE AGREEMENT CONSTITUTES A DEBT OF THE CITY OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE CITY. THE LEASE REVENUE OBLIGATIONS/CERTIFICATES OF PARTICIPATION AND THE PREMIUM, IF ANY, AND THE INTEREST ON THEM SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY/TRUSTEE AND THE CITY. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY/TRUSTEE AND THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE LEASE PURCHASE AGREEMENT OR OTHER COSTS INCIDENT TO THEM EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED FOR SUCH PURPOSE. THE AUTHORITY/TRUSTEE HAS NO TAXING POWER.

Transaction Size The principal amount of the LPA is estimated at \$23,140,000

Annual Lease Payments Annual lease payments are anticipated to be \$1,346,900 per annum (\$866,175 for the initial six month period), following the 24-month capitalized interest period. A schedule of lease-purchase payments is attached.

Interest Rate Estimated 3.1087% True Interest Cost (Par Value plus Obligation Premium less Credit Enhancement Insurance Premium and Underwriting Discount). Rates are based on market conditions as of Feb 12, 2020 and will change with market conditions until the date of closing.

Sources and Uses Estimated Sources and Uses of Revenue Proceeds of the sale of Certificates of Participations or Lease Revenue Obligations in the Lease Purchase Payments are as follows:

Par value of Obligation	\$23,140,000
Obligation Premium	<u>3,567,322</u>
Financing Proceeds	<u>\$26,707,322</u>
<i>Uses of Proceeds:</i>	
Construction Fund Deposit	\$24,268,396
Capitalized Interest Fund	1,889,146
Credit Enhancement Insurance Premium	251,000
Underwriting Discount	173,550
Legal, Costs of Issuance and misc.	<u>125,230</u>
Total Uses of Funds	<u>\$26,707,322</u>

City City of Manassas Park, Virginia.

Credit Rating Underlying A1 Moody's / A+ Standard & Poors

Developer Norton Scott LLC, McLean, VA, through a special purpose entity formed to implement the Master Development Plan, Village at Manassas Park LLC ("VMP"), under the terms of a Comprehensive Development Agreement between the City and Developer (the "Development Agreement").

<i>Assignment/Issuer</i>	In the case of a Lease Revenue Obligation, the assignment of the LPA to the Economic Development Authority of the City of Manassas Park Virginia (the “EDA” or “Issuer”) which will issue lease revenue obligations for the benefit of investors (the “Investors”). In the case of a Certificate of Participation issue, the assignment of the LPA to a Paying Agent (Bank Trustee) which will receive and disburse the LPA payments to the Investors. NW Capital Markets Inc, Hoboken, New Jersey (the “Underwriter”) will purchase the lease revenue obligations/Certificates of Participation backed by the right to receive City’s lease-purchase payments for the City Hall Project (the “Lease Revenue Obligations” or “Certificates of Participation”). The proceeds of the sale of the Lease Revenue Obligations or Certificates of Participation shall be used to establish an escrow to pay for the acquisition of certain non-City owned parcels; the construction of the project; and costs of issuance and financing costs.
<i>Collateral</i>	The LPA will be secured by an assignment of Payments by the City under the LPA and a mortgage interest in the New City Hall Building.
<i>Additional Security</i>	The existing city hall building will secure the LPA until a certificate of occupancy is issued for the New City Hall building.
<i>Trustee or Paying Agent</i>	The trust department of a financial institution charged with the establishment and investment of the City Hall Project escrow and the receipt of lease-purchase payments for the benefit of the Lease Revenue Obligation or Certificates of Participation holders.
<i>Credit Enhancer</i>	Assured Guaranty
<i>LPA Term</i>	Twenty-nine and one half (29 ½) years, semiannual interest payments with annual principal payments commencing 6 months following the end of the capitalized interest period. Interest will be capitalized for 24 months.
<i>Tax Exempt Financing</i>	A portion of each lease-purchase payment paid by the City will be denominated as “interest” and, to the extent received by the Investor, as owner of the rights in the LPA, will be exempt from current Federal and Virginia income taxes
<i>Risk of Loss</i>	The City shall bear the risk of loss with respect to the City Hall Project at time of occupancy.
<i>Purchase Option</i>	At the conclusion of the LPA Term the City will acquire unencumbered title to the City Hall Project for \$1.00.
<i>Prepayment Option</i>	The LPA is callable at par value after ten (10) years.
<i>Limited Recourse</i>	Developer’s assignment of the LPA to the Authority/Trustee for the benefit of Investor shall be without recourse to Developer, provided, Developer shall retain responsibility for the timely completion of construction of the New City Hall. The general contractor hired to construct the New City Hall Project will furnish a guaranteed maximum price for the project for its timely completion.
<i>Net Payments</i>	The lease-purchase payments shall be net of insurance, maintenance and operational expenses for the City Hall Project, all of which will be the responsibility of City.
<i>Documentation</i>	Primary documentation for the transaction shall include: <ul style="list-style-type: none"> • Lease-Purchase Agreement • Assignment Agreement • Lease Revenue Obligation/Certificates of Participation Purchase Agreement

- Trust Indenture
- Validity and Tax Opinion of Counsel

Closing

Anticipate in December 2020.

Underwriter

NW Capital Markets Inc.

Contact

James A. Fagan, Managing Director
2 Hudson Place
Hoboken, NJ 07030
(201) 656-0115
jfagan@nwfinancial.com

City of Manassas Park
Revenue-Backed Lease Purchase Agreement
City Center Phase III

Payment Date	Base Payment	Interest Rate	Principal Component	Interest Component	Outstanding Obligation	Prepayment Amount	Payment Amount	Capitalized Interest	Net Payment	Annual Net LPA Base Pymt
1-Jan-21										
7/1/2021	481,175			481,175	23,140,000	N/A	481,175	481,175		
1/1/2022	481,175			481,175			481,175	481,175		
7/1/2022	481,175			481,175	23,140,000	N/A	481,175	481,175		
1/1/2023	481,175			481,175			481,175	481,175		
7/1/2023	866,175	5.00%	385,000	481,175	22,755,000	N/A	866,175		866,175	866,175
1/1/2024	471,550			471,550			471,550		471,550	
7/1/2024	876,550	5.00%	405,000	471,550	22,350,000	N/A	876,550		876,550	1,348,100
1/1/2025	461,425			461,425			461,425		461,425	
7/1/2025	886,425	5.00%	425,000	461,425	21,925,000	N/A	886,425		886,425	1,347,850
1/1/2026	450,800			450,800			450,800		450,800	
7/1/2026	895,800	5.00%	445,000	450,800	21,480,000	N/A	895,800		895,800	1,346,600
1/1/2027	439,675			439,675			439,675		439,675	
7/1/2027	909,675	5.00%	470,000	439,675	21,010,000	N/A	909,675		909,675	1,349,350
1/1/2028	427,925			427,925			427,925		427,925	
7/1/2028	917,925	5.00%	490,000	427,925	20,520,000	N/A	917,925		917,925	1,345,850
1/1/2029	415,675			415,675			415,675		415,675	
7/1/2029	930,675	5.00%	515,000	415,675	20,005,000	N/A	930,675		930,675	1,346,350
1/1/2030	402,800			402,800			402,800		402,800	
7/1/2030	942,800	5.00%	540,000	402,800	19,465,000	N/A	942,800		942,800	1,345,600
1/1/2031	389,300			389,300			389,300		389,300	
7/1/2031	959,300	4.00%	570,000	389,300	18,895,000	100.00%	959,300		959,300	1,348,600
1/1/2032	377,900			377,900			377,900		377,900	
7/1/2032	967,900	4.00%	590,000	377,900	18,305,000	100.00%	967,900		967,900	1,345,800
1/1/2033	366,100			366,100			366,100		366,100	
7/1/2033	981,100	4.00%	615,000	366,100	17,690,000	100.00%	981,100		981,100	1,347,200
1/1/2034	353,800			353,800			353,800		353,800	
7/1/2034	993,800	4.00%	640,000	353,800	17,050,000	100.00%	993,800		993,800	1,347,600
1/1/2035	341,000			341,000			341,000		341,000	
7/1/2035	1,006,000	4.00%	665,000	341,000	16,385,000	100.00%	1,006,000		1,006,000	1,347,000
1/1/2036	327,700			327,700			327,700		327,700	
7/1/2036	1,017,700	4.000%	690,000	327,700	15,695,000	100.00%	1,017,700		1,017,700	1,345,400
1/1/2037	313,900			313,900			313,900		313,900	
7/1/2037	1,033,900	4.00%	720,000	313,900	14,975,000	100.00%	1,033,900		1,033,900	1,347,800
1/1/2038	299,500			299,500			299,500		299,500	
7/1/2038	1,049,500	4.00%	750,000	299,500	14,225,000	100.00%	1,049,500		1,049,500	1,349,000
1/1/2039	284,500			284,500			284,500		284,500	
7/1/2039	1,064,500	4.00%	780,000	284,500	13,445,000	100.00%	1,064,500		1,064,500	1,349,000
1/1/2040	268,900			268,900			268,900		268,900	
7/1/2040	1,078,900	4.00%	810,000	268,900	12,635,000	100.00%	1,078,900		1,078,900	1,347,800
1/1/2041	252,700			252,700			252,700		252,700	
7/1/2041	1,092,700	4.00%	840,000	252,700	11,795,000	100.00%	1,092,700		1,092,700	1,345,400
1/1/2042	235,900			235,900			235,900		235,900	
7/1/2042	1,110,900	4.00%	875,000	235,900	10,920,000	100.00%	1,110,900		1,110,900	1,346,800
1/1/2043	218,400			218,400			218,400		218,400	
7/1/2043	1,128,400	4.00%	910,000	218,400	10,010,000	100.00%	1,128,400		1,128,400	1,346,800
1/1/2044	200,200			200,200			200,200		200,200	
7/1/2044	1,145,200	4.00%	945,000	200,200	9,065,000	100.00%	1,145,200		1,145,200	1,345,400
1/1/2045	181,300			181,300			181,300		181,300	
7/1/2045	1,166,300	4.00%	985,000	181,300	8,080,000	100.00%	1,166,300		1,166,300	1,347,600
1/1/2046	161,600			161,600			161,600		161,600	
7/1/2046	1,186,600	4.00%	1,025,000	161,600	7,055,000	100.00%	1,186,600		1,186,600	1,348,200
1/1/2047	141,100			141,100			141,100		141,100	
7/1/2047	1,206,100	4.00%	1,065,000	141,100	5,990,000	100.00%	1,206,100		1,206,100	1,347,200
1/1/2048	119,800			119,800			119,800		119,800	
7/1/2048	1,224,800	4.00%	1,105,000	119,800	4,885,000	100.00%	1,224,800		1,224,800	1,344,600
1/1/2049	97,700			97,700			97,700		97,700	
7/1/2049	1,247,700	4.00%	1,150,000	97,700	3,735,000	100.00%	1,247,700		1,247,700	1,345,400
1/1/2050	74,700			74,700			74,700		74,700	
7/1/2050	1,269,700	4.00%	1,195,000	74,700	2,540,000	100.00%	1,269,700		1,269,700	1,344,400
1/1/2051	50,800			50,800			50,800		50,800	
7/1/2051	1,295,800	4.00%	1,245,000	50,800	1,295,000	100.00%	1,295,800		1,295,800	1,346,600
1/1/2052	25,900			25,900			25,900		25,900	
7/1/2052	1,320,900		1,295,000	25,900			1,320,900		1,320,900	1,346,800
Totals	41,850,975		23,140,000	18,710,975			41,850,975	1,924,700	39,926,275	39,926,275

EXHIBIT E

City Hall Functional Narrative

DEPARTMENT	PROGRAM SPACE	ROOM SQUARE FEET	NUMBER	TOTAL NET SQUARE FEET	GROSSING FACTOR	TOTAL GROSS SF
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CITY HALL FIRST FLOOR = 1

ENTRANCE / RECEPTION

VS1	Entry Vestibule					
WA1	Lobby / Reception / Grand Stair					
TR2	Public Toilet Rooms					
	Mechanical / Electrical / IT / Circulation					

LIBRARY

	1.0					
LB1	Library Entry	75	1	75		
LB1	Announcements / Community Info	25	1	25		
LB1	Media Wall Display	40	1	40		
LB2	Exterior Book Drop / Sorter Room	130	1	130		
LB1	Holds Pick-up	10	3	30		
LB1	Collections / New Books	30	2	60		
LB1	Collections / New Media	30	1	30		
LB1	Staff Touchdown	75	1	75		
LB1	Laptop / Device Checkout Dispenser	45	1	45		
LB1	Photocopy Machine	65	1	65		
LB1	Self Checkout Machines	45	2	90		
	2.0					
LB3	Collections / Periodicals	10	4	40		
LB3	Collections / Large Prints	10	3	30		
LB3	Public Computing Workstations	40	2	80		
LB3	Laptop Work/Study Table	40	4	160		
LB3	Public Access Catalog Station	15	1	15		
LB3	Lounge Table	100	2	200		
LB3	Lounge Seats	45	5	225		
LB6	Group Study Room	90	1	90		
	6.0					
LB8	Staff Entry and Delivery Area	50	1	50		
LB8	Industrial Shelving	10	3	30		
SUBTOTAL LIBRARY				1585	1.28	2029

LOADING DOCK / BUILDER SERVICE

LD1	Shared Loading Dock	400	1	400		
ST6	Bulk Storage Room	400	1	400		
SUBTOTAL LOADING DOCK				800	1.28	1024

COFFEE SHOP - SHELL

SH1	Coffee Shop - Shell	1500	1	1500		
SUBTOTAL COFFEE SHOP				1500	1.28	1920

RETAIL SHELL

SH1	Retail Shell	3400	1	3400		
SUBTOTAL RETAIL SHELL				3400	1.28	4352

REGISTRAR

WA4	Waiting Area	500	1	500		
WS4	Open Office 1 - Kitchenette	75	13	975		
WS5	Open Office 2 - Voting	80	15	1200		
WS6	Meeting / Canvas / Training	300	1	300		
ST9	Storage Room	175	1	175		
SUBTOTAL REGISTRAR				3150	1.28	4032

DEPARTMENT	PROGRAM SPACE	ROOM SQUARE FEET	NUMBER	TOTAL NET SQUARE FEET	GROSSING FACTOR	TOTAL GROSS SF
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CITY HALL SECOND FLOOR - 2

ENTRANCE / ELEVATOR LOBBY

VS2	Elevator Lobby / Grand Stair					
TR2	Public Toilet Rooms					
	Mechanical / Electrical / IT / Circulation					

CHAMBERS

CH1	Council / Board Chambers	2150	1	2150
CF2	Conference Room - 10 seats	350	1	350
OF1	Mayor Office	150	1	150
WR1	Chamber Work Room - Mail Room	200	1	200
TV1	TV Broadcast Room	150	1	150

SUBTOTAL CHAMBERS				3000	1.28	3840
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LIBRARY

2.0 - Adult						
LB3	Collections / Books Non-Fiction	10	16	160		
LB3	Collections / Books Fiction	10	30	300		
LB3	Collections / Books Graphic Novels	10	4	40		
LB3	Collections / Media CDs - DVDs	10	2	20		
LB3	Collections / Media Audiobooks	10	4	40		
3.0 - Teen						
LB1	Second Floor Entry	75	1	75		
LB4	Teen Display	30	1	30		
LB4	Collections / Books Fiction	10	5	50		
LB4	Collections / Books Graphic Novels	10	3	30		
LB4	Lounge / Study Seating	45	3	135		
LB4	Laptop Study Table	100	2	200		
4.0 - Children						
LB5	Staff Touchdown	75	1	75		
LB5	Photocopy Machine	65	1	65		
LB5	Self Checkout Machines	45	1	45		
LB5	Public Access Catalog	15	1	15		
LB5	Collections / New Display	30	1	30		
LB5	Collections / Books Fiction	10	24	240		
LB5	Collections / Books Graphic Novels	10	8	80		
LB5	Collections / Books Non-Fiction	10	10	100		
LB5	Collections / Books Picture	10	14	140		
LB5	Collections / Books Easy	10	14	140		
LB5	Collections / Books Board	10	8	80		
LB5	Collections / Media CDs DVDs	10	1	10		
LB5	Children's Public Computer Workstations	40	2	80		
LB5	Laptop Study Table	40	4	160		
LB5	Reader Table: Primary	75	2	150		
LB5	Reader Table: Standard	100	1	100		
LB5	Children's Lounge	40	3	120		
LB5	Early Literacy Exploration Space	100	1	100		
LB5	Children and Adult Seating Area	25	3	75		
LB5	Storage	50	1	50		
5.0						
LB6	Group Study / Tutoring Rooms	90	1	90		
LB7	Meeting Room	0	18	0		
LB6	Credenza / Cabinet Storage	50	1	50		
LB7	Meeting Room	260	1	260		
6.0						
LB9	Library Managers Office	118	1	118		
LB10	Staff Shared Workstations	45	3	135		
LB10	Photocopies / Printer / Fax	25	1	25		
LB10	Work Tables / Work Island	80	1	80		
LB10	Book Truck Storage	8	6	48		
LB10	Storage / Supply Area	80	1	80		
LB10	Storage Shelving	15	3	45		
LB10	Part-Time Staff Lockers	5	4	20		
TR1	Single Staff Toilet Rooms	60	1	60		

SUBTOTAL LIBRARY				3946	1.28	5051
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DEPARTMENT	PROGRAM SPACE	ROOM SQUARE FEET	NUMBER	TOTAL NET SQUARE FEET	GROSSING FACTOR	TOTAL GROSS SF
CITY ADMINISTRATION						
WA5	Reception / Waiting	300	1	300		
OF1	City Manager	200	1	200		
OF1	City Attorney	200	1	200		
OF1	Deputy City Manager	150	1	150		
OF1	Human Resources	150	1	150		
OF1	Finance	150	1	150		
OF1	Clerk	200	1	200		
WS1	Open Workstations	75	13	975		
CF2	Large Conference Room - 14 Seats	580	1	580		
CF1	Conference Room - 8 Seats	300	2	600		
KT1	Kitchenette	300	1	300		
SUBTOTAL CITY ADMINISTRATION				3805	1.28	4870

DEPARTMENT	PROGRAM SPACE	ROOM SQUARE FEET	NUMBER	TOTAL NET SQUARE FEET	GROSSING FACTOR	TOTAL GROSS SF
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CITY HALL THIRD FLOOR - 3

ENTRANCE / ELEVATOR LOBBY

VS2	Elevator Lobby					
TR2	Public Toilet Rooms					
	Mechanical / Electrical / IT / Circulation					

MANASSAS PARK CITY SCHOOLS CENTRAL OFFICE

WA3	Reception / Public Waiting	500	1	500		
OF3	Superintendent	320	1	320		
OF3	Deputy Superintendent	180	1	180		
OF3	Associate Superintendent	180	1	180		
OF3	Director of Financial Services	130	1	130		
OF3	Director of Special Program	130	1	130		
OF3	Director of HR	130	1	130		
CS1	Centralized Student Registration	400	1	400		
WS3	Open Office Workstations	70	20	1400		
CS1	Open Collaboration Space - Move to City Admin	0	0	0		
CF3	Conference Room 2-3	100	2	200		
CF3	Conference Room 5-6	300	2	600		
CF4	Conference Room 25-30	500	1	500		
ST4	Office Supply Storage	250	1	250		
ET1	Equipment Testing Area	250	1	250		
KT2	Staff Kitchenette	250	1	250		
CL1	IT Head End - Data Closet	200	1	200		
ST5	File Storage	200	1	200		
WR2	Staff Workroom / Copy Machine Room	250	1	250		
TR1	Single Staff Toilet Room	75	2	150		
SUBTOTAL SCHOOLS				6220	1.28	7962

TREASURER/COMMISSIONER CUSTOMER SERVICE CENTER

WA2	Public Waiting - Customer Service Center	1000	1	1000		
WS2	Treasurer Public Window Workstation	50	6	300		
WS2	Commissioner Public Window Workstation	50	4	200		
SUBTOTAL CUSTOMER SERVICE CENTER				1500	1.28	1920

TREASURER

OF1	Treasurer Office	160	1	160		
OF1	Deputy Treasurer Office	130	1	130		
WS1	Open Office Workstation	70	6	420		
ST1	Safe Room	60	1	60		
ST2	Secure Fire Storage	300	1	300		
ST3	Supply / Storage / Copier Room	175	1	175		
SUBTOTAL TREASURER				1245	1.28	1594

COMMISSIONER

OF1	Commissioner Office	160	1	160		
OF1	Deputy Commissioner Office	130	1	130		
WS1	Open Office Workstations	70	4	280		
ST1	Safe Room	60	1	60		
ST2	Secure File Storage	300	1	300		
ST3	Supply / Storage / Copier Room	175	1	175		
OF2	Secure Computer Room	100	1	100		
SUBTOTAL COMMISSIONER				1205	1.28	1542

SHARED

SR2	Server Room	400	1	400		
ST7	Central Storage Room	480	1	480		
SUBTOTAL SHARED				880	1.28	1126

CITY HALL FUNCTIONAL NARRATIVE

The functional narrative includes a description of functions, access, adjacencies, security, and special design considerations. The purpose of the narrative is to highlight operational needs specific to the project. The narrative is not intended as a comprehensive consolidation of all planning and design requirements.

General Requirements

- See the City of Manassas Park City Hall Program for detailed space and net square foot requirements.
- City Hall building shall be designed in accordance with all applicable building codes necessary to obtain a Building Permit and Occupancy Permit.
- City Hall building shall be handicap accessible and designed in accordance with the latest applicable edition of the Americans with Disabilities Act.
- The City shall have the opportunity to review and comment on the progress of design at the Schematic Design 10%, Design Development 35%, Construction Documents 65%, and Construction Documents 95% Phase. Provide a space summary confirming the program required net square feet with each design submission.
- The City shall approve all finish selections for the building.
- The building shall be designed in an efficient manner to limit the amount of non-programmed space.
- Provide building signage and wayfinding system. Each room shall have a room sign.
- The City shall provide Heavy Duty Metal Shelving in Storage Rooms. Provide an efficient storage room design that maximizes the amount of shelving.
- The Library, Schools, Customer Service Center, and Entire Building (except Retail) shall be able to make PA Announcements independently. This may be accomplished by one easily zoned PA System or separate PA systems.
- All Elevator Lobbies, Public Toilet Rooms, and Data Closets/Server Room shall be stacked.
- Retail Shell must have visibility and access to the public square. City Hall entrance may be on the side or back of the building adjacent the parking lot

- See **Attachment F** for Library Precedent Images
- See **Attachment G** for Schools, City Hall, and other open office Precedent Images
- See **Attachment H** for City Hall Precedent Images

City Hall Exterior Envelope

- Building shall have an exterior finish consisting of masonry veneer, pre-cast concrete, stone, and/or metal panels in the general theme shown in **Attachment J**.
- Provide windows with high efficiency glazing
- Provide white TPO roof.
- Provide impact resistant security film on all first-floor glazing except for the Retail Shell.

First Floor – See Attachment A for First Floor Blocking Plan

Main Entrance / Reception (First Floor)

- The City Hall Main Entrance shall serve as the public entrance for all City of Manassas Park Offices, Manassas Park City Schools, Registrar and the Library.
- The Main Entrance shall face the parking lot and be clearly recognized as the entrance. Provide entrance sign for City of Manassas Park City Hall and Library.
- The Main Entrance shall include a grand stair between the first and second floor. The second-floor library and elevator lobby shall be visible from the first floor Main Entrance / Reception space.
- The Main Entrance Reception Area shall include a millwork reception desk and electronic directory.
- The Main Entrance Reception Area shall include a public elevator that provides access to public elevator lobbies on each floor.
- The first floor Library entrance shall be from the Main Entrance Reception Space.
- Public Toilet Rooms shall be accessible from the Main Entrance Reception Space which also serves the first floor Library and Registrar.

Library (First Floor)

- See **Attachment D** for general Library space organization

Library Entry / Marketplace (First Floor)

- The Entry might feature a digital media wall installed by the City for digital gallery, capture community images events scheduled, or interactive programs.
- A Community display should house display for customer created content, informational pamphlets, community postings, etc.
- The area provides convenient self-services and through which patrons pass to get to another destination in the library.
- One of the primary activities will be patrons checking out library materials.
- The self-check machine(s) should be visible as the obvious place to check out library materials.
- Patrons to easily locate their holds and proceed to the self-check machine(s) with space for queuing while waiting to check out materials.
- The area is an introduction to the Library's newest resources with displays of latest titles, media, and e-downloads available with rotating displays from the Library's collection or other sources.
- The area will include an area for copying and printing, checking out a laptop and customer assistance with countertop space with storage.
- The Staff touchdown kiosk should have direct line of sight to the main entry, utilizing low display shelving for unobstructed views.
- The staff computer should encourage librarians and customers to interact side-by-side. This kiosk will be accessible.
- It must be clear where materials are to be returned at the interior side of the book drop room.
- Access to the adjacent coffee bar/cafe could also be located in the marketplace.
- It should be inviting and clearly defined, ideally open and able to be operated during the hours the library is open to the public.
- The Exterior Book Drop / Sorting Room will be near the front entry with a 3-bin automatic return sorter.

Registrar (First Floor)

- Registrar requires customer service windows from Open Office 1 to the Waiting Area to register voters.

Retail Shell (First Floor)

- Provide a shared loading dock for the City Hall, Schools, Library, and Retail Space.
- Loading Dock shall have easy access to the service elevator.
- Loading Dock shall be screened from the Main Entrance.
- Provide a shared bulk storage room to store and process deliveries.
- Provide an enclosed dumpster area adjacent the loading dock and screened from Main Entrance.
- The Coffee Shop Retail Shell space shall have a direct connection to the Library.
- The Retail Shell space shall front the public plaza.

Second Floor – See Attachment B for Second Floor Blocking Plan

Entrance / Elevator Lobby (Second Floor)

- Elevator Lobby shall provide access to Public Toilet Rooms, Flex Office Spaces, Library, and Chambers.
- Public Toilet Rooms serve the Flex Office Spaces, Library, and Chambers.

Council/Board Chambers (Second Floor)

The Chambers will be shared between the City Council, School Board, and Planning Commission while also providing a shared space for meetings, training, and Library programming.

- Chambers shall have windows facing the square.
- Provide a millwork wood finish Dias with seven seats. Dias shall have level 2 ballistic panels the full length and height of the Dias.
- Provide a millwork wood finish staff table with six seats.

- Provide a millwork wood finish podium.
- Chambers shall include TV monitors viewable from the Dias, Staff, and Visitors. Developer shall provide rough-in, power, blocking, and cabling to TV monitor locations. The City will furnish and install TV monitors. Coordinate with TV Broadcast Equipment.
- TV Broadcast Room shall be located opposite the Dias and have a clear view of Dias and Staff Table. Provide one-way glazing to Chambers. Coordinate with City Staff for City provided TV Broadcast Equipment.
- Chambers shall accommodate 100 stackable chairs.
- Chambers conference room shall be located behind the Dias and provide a STC 50 sound rating for closed sessions.
- The Mayor's Office shall have direct access from the Chambers or Conference Room.
- The Chamber Work Room shall have direct access from the Chambers or Conference Room and include two workstations & mailboxes.
- Microphones shall be provided at each Dias seat location, staff table seat location, and podium. Microphones shall feed back to the TV Broadcast Room and overhead speakers. Developer will provide rough-in and cabling for microphones. City will furnish and install microphones. Coordinate with TV Broadcast Equipment.

Library (Second Floor)

- See **Attachment D** for general Library space organization
- Second Floor Library shall have windows facing the public square.
- The Second Floor Entry should be welcoming and fully glazed. This entry will open from a shared lobby with direct access to public restrooms and to a large multipurpose room.
- This entry space should include wayfinding signage and informational display.
- The meeting room and study rooms should be directly adjacent to the entry open into the teen display area. The entry should have visual access to the staff touchdown kiosk.

Adult Services, Collections and Seating (Second Floor)

- The Adult Services, Collections and Seating is the primary location for the adult collection.
- This area will house approximately 5,700 collection items that will be updated regularly.

- The City will provide one ADA public PC with tables for laptops that can be checked out for library use.

Teen Services, Collections and Seating (Second Floor)

- The Teen Services, Collections and Seating is the primary location for the teen collection. Because teens tend to co-opt space where they want, there will not be a designated enclosed teen room but seating, tables and nook seating places.
- This area will house approximately 900 collection items that will be updated regularly.
- The second-floor entry and teen area should be more adult and separate in design from the activated Children's area. Teens do not like to be considered children and their space should reflect this.
- Bookstore type shelving, laptop tables, seating in both lounge and study and collaborative configurations create an environment that provides spaces to read, study, work, or hang out.
- The Staff Touchdown Kiosk will have direct line of sight to the second-floor entry with low display shelving to keep unobstructed views.
- The staff computer shall encourage librarians and customers to interact side-by-side. This kiosk will be accessible.

Children's Service Area (Second Floor)

- The Children's Services Area will be for the children's collection (up to 6th grade level) with materials for parents and teachers working with youth.
- This area will house approximately 9,600 collection items that will be updated regularly.
- Various seating options include table seating, activity seating, floor seating, and adult or family seating.
- The City will provide one ADA public PC with tables for laptops for check out for library use.
- The City will provide one Early Literacy Computer (AWE station) that will accommodate a range of ages and will be zoned by age group.
- Early Literacy Area. The Exploration Space will feature adult and children sized seating, and floor space for interactive tools and manipulatives, and one early literacy computer workstation.
- Story / Family Seating Zone may be a themed children's area directly adjacent to the early literacy space for children and family reading.

Tutor / Group Study Rooms (First and Second Floor)

- Tutor / Group Study Rooms will be clustered together for easier management and customer use. Both rooms will feature a magnetic writable glass wall surfaces to facilitate discussions and capture information.
- Tutoring, meeting, or quiet study can accommodate 1-4 persons
- The Meeting / Program Room will be for groups of 12-14 persons to meet and collaborate. The room will have a magnetic writable wall surface.
- This room will have open floor space as well as tabletop programs. A portable green-screen and lighting system may be provided along with a field camera. VR equipment could also be stored in this room for youth or adult programming.
- The Shared Large Multipurpose room will be used for large programming such as children's programs, public meetings, adult classes, teen programs, and senior activities.

Staff and Support Areas (First and Second Floor)

- The Staff and Support areas will be consolidated to leverage space efficiency, share support resources, and foster collaboration. All staff workspaces should have access to natural or borrowed lighting.
- The back-of-house staff areas shall have access to the service elevator. The elevator adjacency is critical as books and deliveries of goods will travel from the first-floor staff entry to the second-floor workroom for receiving and processing.
- The library will use a roaming model to customer service. Staff workstations will be shared hoteling style with no assigned desks.
- The branch manager's office should be located adjacent to the staff workroom.
- Back of house, library storage can open directly into the staff workroom.
- Staff lockers may be located along a hallway within the library staff area.
- Shared Support Areas. Many rooms or spaces have been assumed to be shared and have not been included as part of the library square footage proper. These spaces include public/staff restrooms, large meeting room, elevator lobby, IT/MDF room, janitors' closet, loading dock, mechanical room, and electrical room.
- The library's portion of the shared IT/MDF server room should accommodate two 2' X 2' racks with some additional wall space for phone equipment, patch panels, security panels, etc.
- Public Address System will serve all areas of the Library both public and staff. Developer will provide rough-in and cabling for the public address system. The City will furnish and install the Public Address System equipment and devices.

- A push-to-talk microphone should be in the staff workroom, zoned so that public announcements may be targeted to one of the following specific building areas or any combination of areas including: first floor public area, meeting rooms, second floor public areas and/or staff areas.

City Administration (Second Floor)

- The large conference room shall be flexible to also function as a training room.
- The Kitchenette shall have tables & seating for nine and include casework, sink, full size refrigerator, microwave, and coffee maker.
- Provide rough-in for card reader access from the Reception / Waiting Room and City Offices.

Third Floor – See Attachment C for Third Floor Blocking Plan

Entrance / Elevator Lobby (Third Floor)

- Elevator Lobby shall provide access to Public Toilet Rooms, Schools Central Office, , Customer Service Center, Treasurer, and Commissioner.
- Public Toilet Rooms serve the Schools Central Office visitors and the and Customer Service Center.

Schools Central Office (Third Floor)

- See **Attachment E** for School Office Adjacency Diagram
- Provide rough-in for card reader access between the school Reception / Public Waiting and school offices.
- The central office shall be welcoming, appealing visually and acoustically, and provide a good thermal environment for the occupants. The main entrance to the office should have a clear and inviting identity. The design needs to convey a feeling of warm welcome.
- Provide wall space near the reception area to hang student artwork, teacher of the year awards, and other accolades awarded to the schools.
- Provide a paging system and wireless synchronized clock system for the Schools Central Office spaces. Developer shall provide rough-in and cabling for the paging system and clock system. The City will furnish and install the Public Address and Clock System equipment and devices.

- The Reception Area shall have visual control over the entry & door leading to the office. Reception shall have an acoustic private area for fingerprinting, new employee intake, badging, and photographs with visual control over the entry and reception area. The reception area shall have easy access to the workroom.
- Superintendents Office shall have a TV Monitor with HDMI Cable to a wall outlet. Developer shall provide rough-in, power, blocking, and cabling to TV Monitor. City will furnish and install the TV monitor.
- The Deputy Superintendents Office and Director of Finance Office shall be adjacent the Superintendent Office.
- Centralized Student Registration shall be located adjacent the Reception Area with two computer workstations. One small Conference Room shall be located adjacent Centralized Student Registration.

Treasurer/Commission Customer Service Center (Third Floor)

- Public waiting shall provide seating for 50.
- The Public Waiting Space provides access to the Treasurer Counter Windows and Commissioner Counter Windows. The Treasurer and Commissioner Counter Windows shall each have an ADA Accessible window.
- Provide rough-in, power and cabling for an electronic queuing system with a Kiosk in the Public Waiting Space. System shall be programmable with a selection of services that generates a number and corresponding Public Counter. The City will furnish and install the electronic queuing system equipment and a monitor in the Treasurer/Commission Customer Service Center and Second Floor Library that displays “now serving number” and “window number”. Coordinate with City staff for system requirements.

Treasurer (Third Floor)

- Treasurer shall be adjacent the Commissioner while maintaining secure separation.
- Treasurer Open Office Workstations shall have an open view to Treasurer Public Counter Workstations.
- Treasurer Public Counter Workstations shall have a millwork counter with computer workstation, level 2 ballistic glazing, frame & wall construction, speak around frame, deal tray, and millwork counter on public side.

Commissioner (Third Floor)

- Commissioner shall be adjacent the Treasurer while maintaining secure separation.
- Commissioner Open Office Workstations shall have an open view to Commissioner Counter Workstations
- Commissioner Public Counter Workstations shall have a millwork counter with computer workstation, level 2 ballistic glazing, frame & wall construction, speak around frame, deal tray, and millwork counter on public side.

Shared (Third Floor)

- The Server Room will service the City Administration Offices, Schools, Flex Offices, and Library. Provide rough-in for card reader access to Server Room. Provide space for a total of 8 racks in the Server Room.

Card Reader Access System

- The City utilizes a Keyscan Card Reader Access System that will be installed by a City Vendor. The City is responsible for the Card Reader Controller, Card Reader Devices, cabling from the controller to devices, and programming. The Private Entity is responsible for all electronic locks & necessary door hardware (including electric power not provided by the low voltage access system), conduits, conduits to electric locks, and electrical boxes for card reader devices.
- Card Readers shall be installed at all doors from public areas to staff areas and as indicated on Room Data Sheets.
- Card Readers shall be installed at all IT Rooms.

Security System

- Developer to provide rough-in, including conduit and device boxes, for the City furnished and installed security systems.
- A security camera CCTV System will monitor the full exterior of the building, all interior public areas, and the Chambers. Interior spaces also include each level of stairs, elevators, and each elevator lobby.
- Cameras will be PoE security cameras with PTZ cameras at the exterior.

- Security system including cameras shall have the ability to be monitored by the Police Department.
- Security system includes motion sensors at stairs, corridors and entrances, glass break sensors at first floor windows, and door contact sensors at Safe Rooms.
- Security System includes duress alarms at Chambers, Treasurer Window, Commissioners Window, and all reception desks. Duress alarm calls the Police Department.
- The Library, Schools, Customer Service Center, and Entire Building (except Retail) shall be able to make PA Announcements independently. This may be accomplished by one easily zoned PA System or separate PA systems.

Electrical

- Provide a natural gas emergency generator sized to power the Server Room, Registrar, life safety, and the central UPS system.
- Provide electric/data floor boxes under all conference tables
- Coordinate electric power with workstations
- Provide central UPS System for all Data, Phone, Life Safety, and Security systems.
- Provide all LED lighting with occupancy sensors

Data/Phone System

- Data/Phone System shall serve the City Hall, Schools, Library, and Flex Spaces.
- City will provide all racks and patch panels. Developer shall furnish and install all rough-in, cabling, and outlet plates.
- City will provide all data/phone switches and head end equipment.
- All phones shall be VOIP. Provide analog phone lines as required for emergency phones.
- All data/phone cabling shall be CAT6
- Provide minimum two data/phone ports on each wall.
- Provide two data/phone ports at each workstation.
- Provide data floor boxes under all conference room tables.

- Provide a TV Monitor in all conference rooms sized for easy viewing by all occupants with a data and HDMI connection to a floor box under the conference table.
- Provide video conferencing in all conference rooms.
- Provide rough-in and cabling for secure and public Wireless Access Points that provide wireless coverage for all spaces. Provide two Wireless Access Points in the Chambers Room. City will furnish and install the Wireless Access Point devices.
- Provide data to Chamber Dias and Staff Locations.
- The Server Room is located on the fourth floor. Provide dedicated data closets on each floor stacked under the Server Room. Provide conduit between each data closet and conduit to a roof mounted antenna. Provide fiber connection from the Demark Room to Server Room. All data closets shall be connected by fiber to the Server Room.
- Provide a dedicated HVAC system for the Server Room. Maintain temperature between 65-70 degrees and humidity between 30-50%.
- Server Room shall be provided with 7 racks with space for 8 racks (2 racks for schools, 2 racks for City, 2 racks for Library, and 1 rack for security)
- Server Room and Data Closets shall have anti-static VCT Flooring.

Mechanical System

- Building HVAC System shall be hot water re-heat VAV system or VRF System.
- Each occupied space shall have a thermostat that controls the space.
- Provide a BAS system with remote access.
- Provide occupancy sensors for HVAC system.

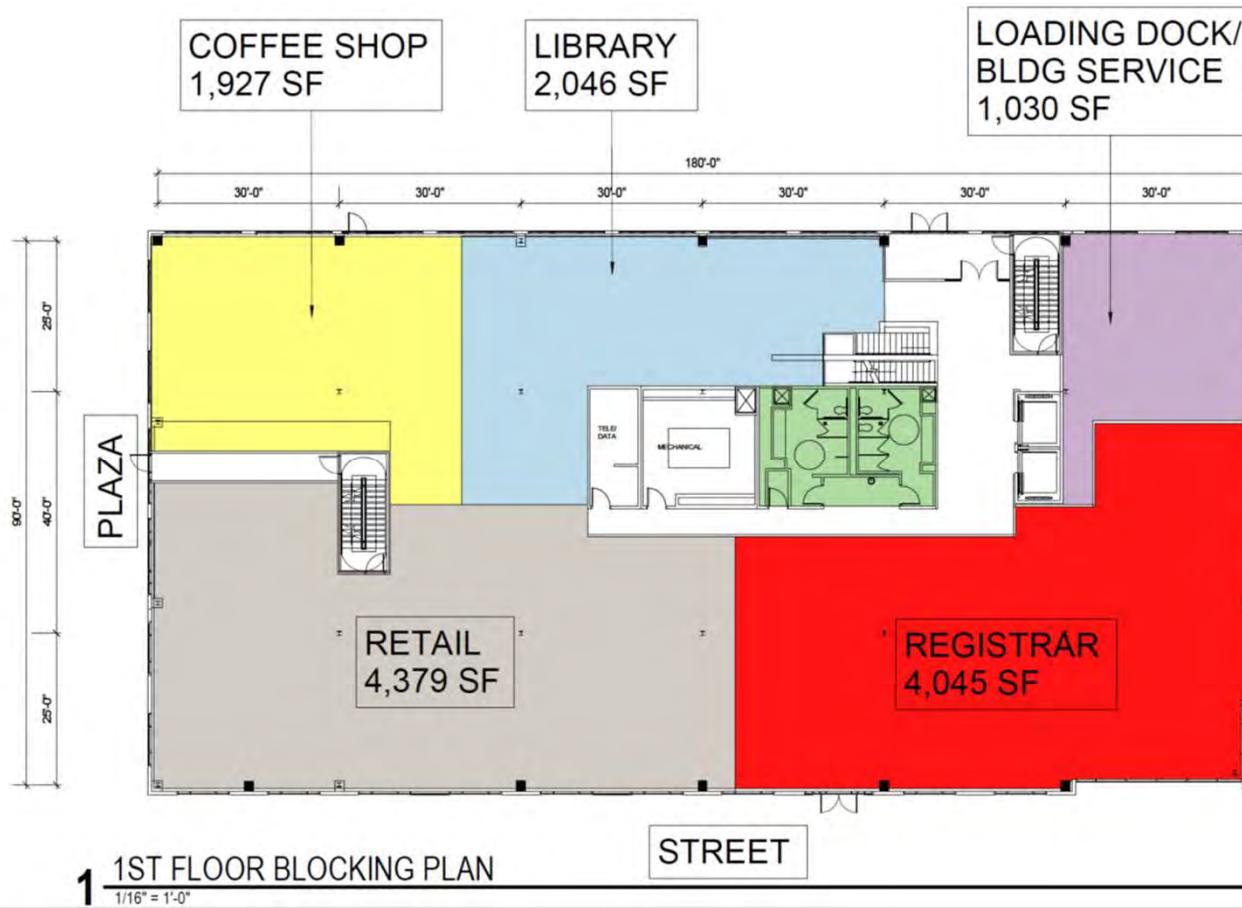
Fire Protection Systems

- Building shall be fully sprinkled
- Building shall have a full fire alarm system
- Fire Alarm system shall be capable of being used as a zoned public announcement system.

Elevators

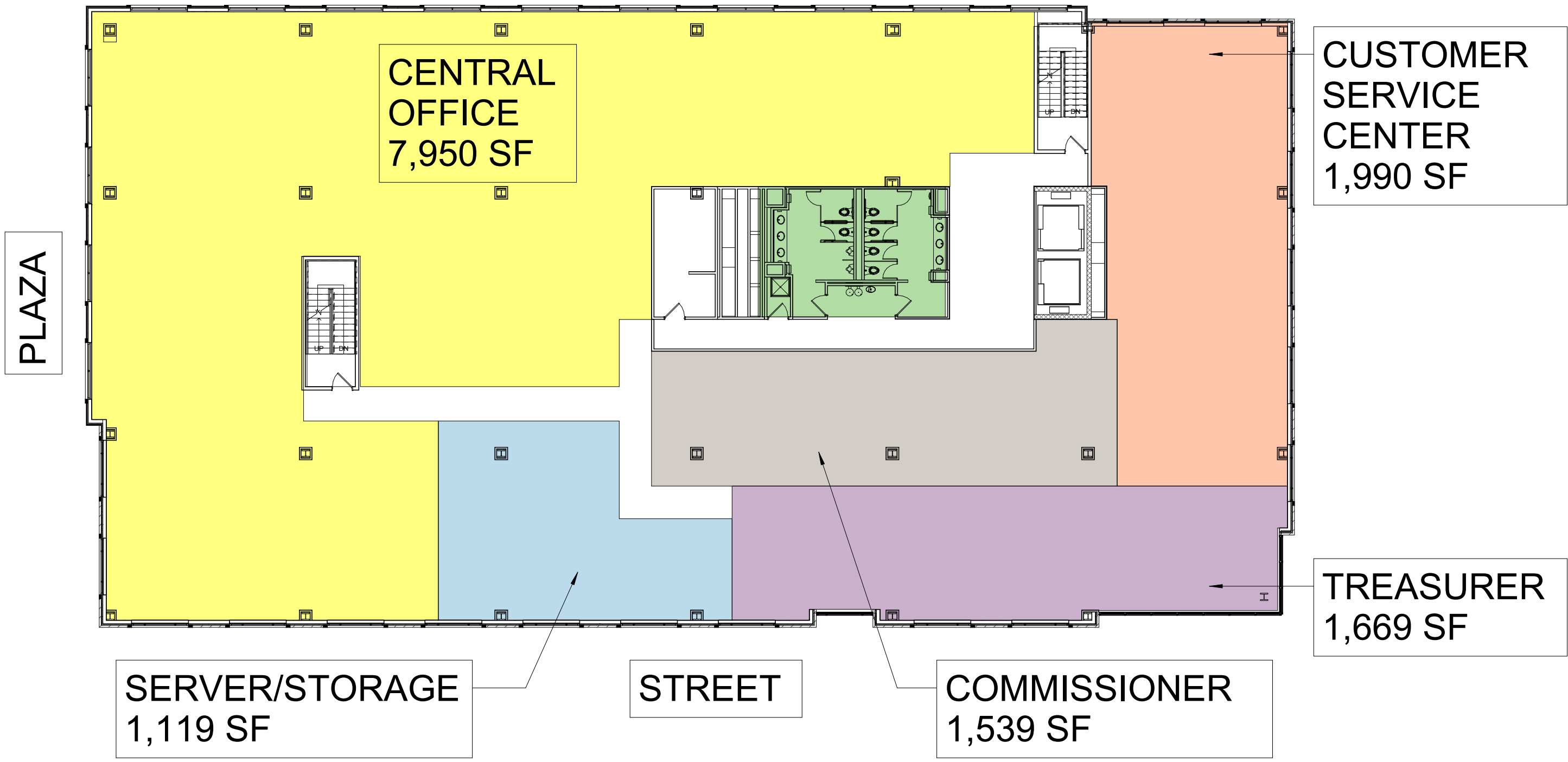
- Provide a passenger elevator with access to the public elevator lobby on each floor.
- Provide a staff service elevator with easy access to the loading dock. Service elevator shall be sized to accommodate a gurney.
- Provide camera coverage inside elevators.

City Hall Concept

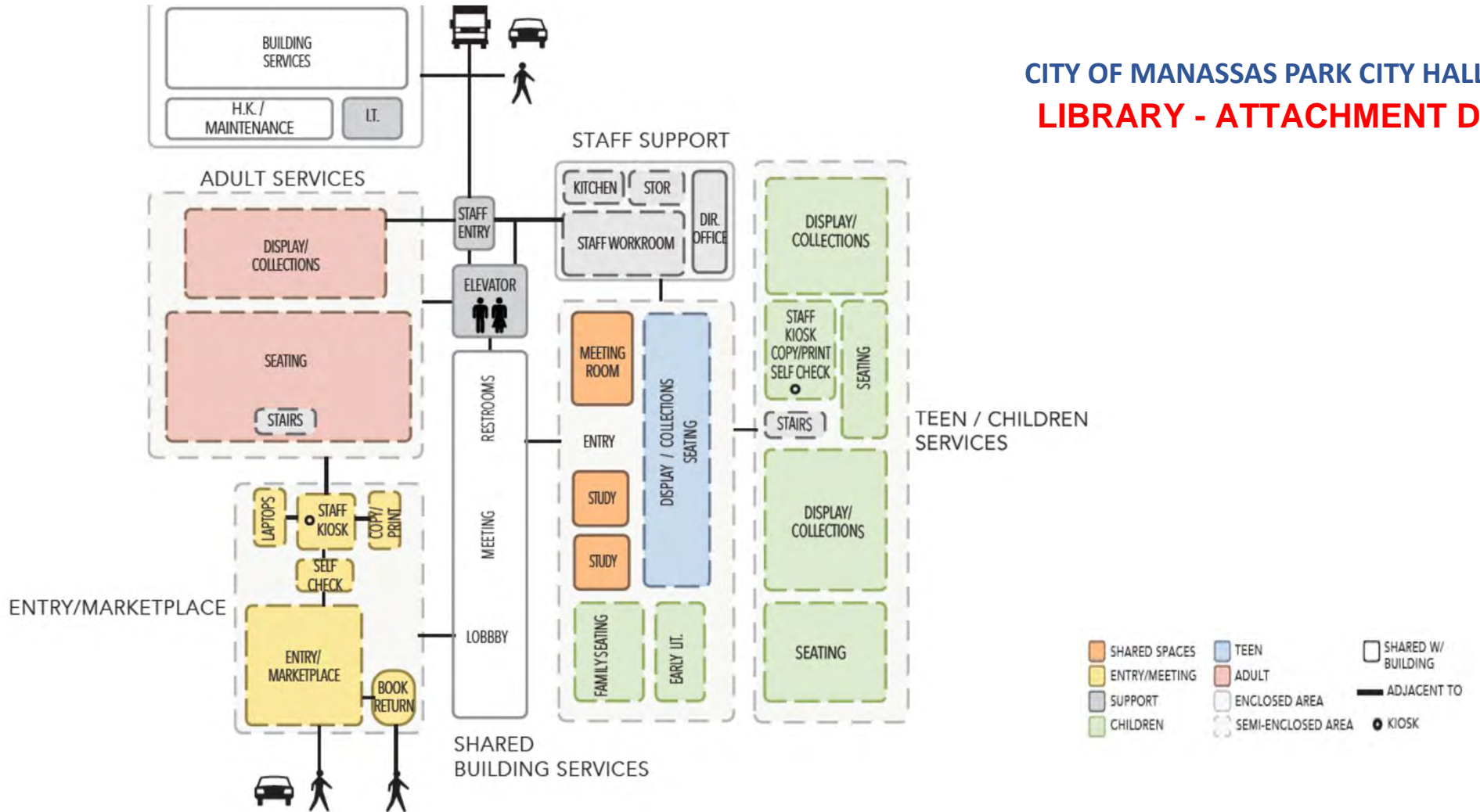


City Hall Concept



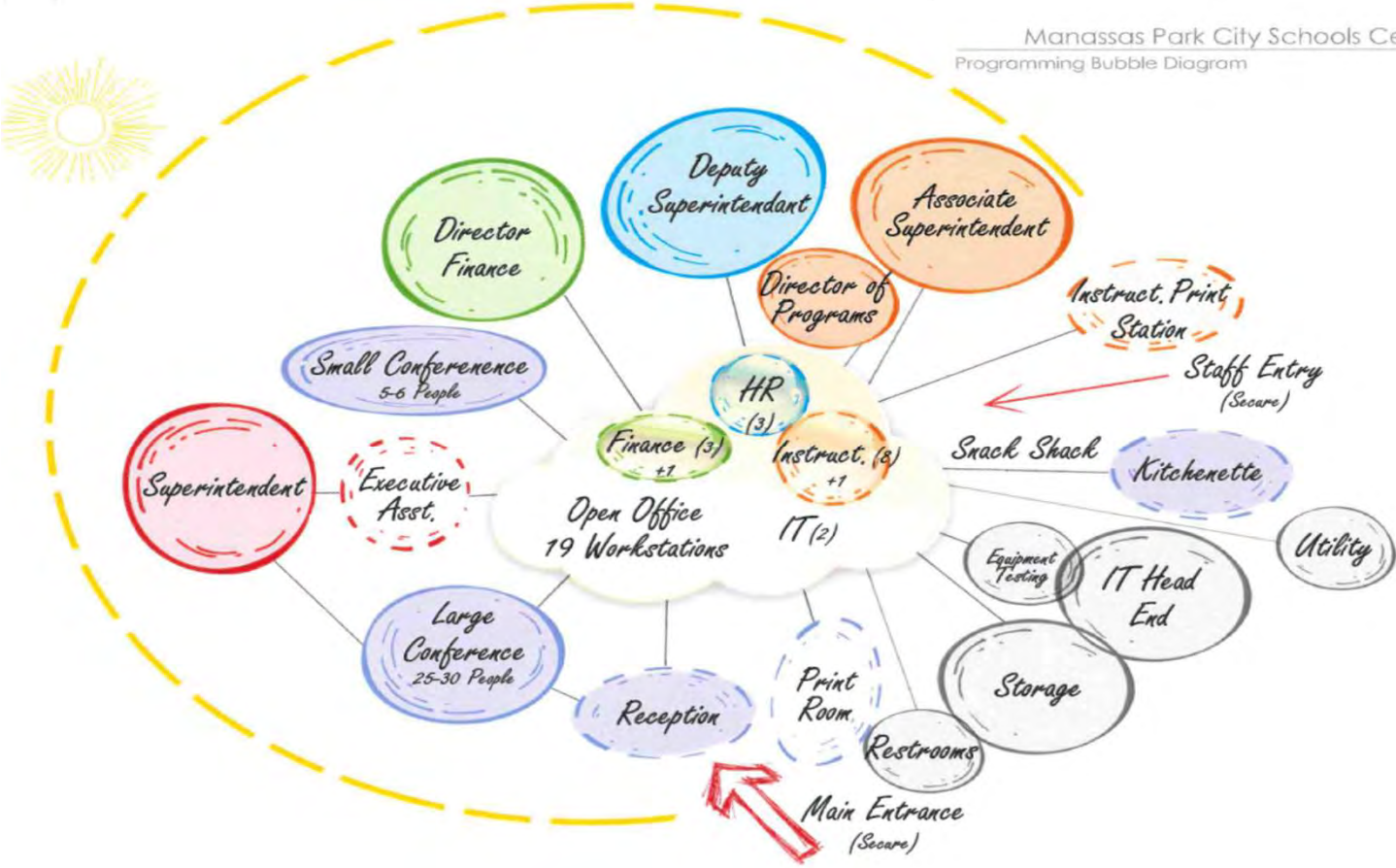


**CITY OF MANASSAS PARK CITY HALL
LIBRARY - ATTACHMENT D**



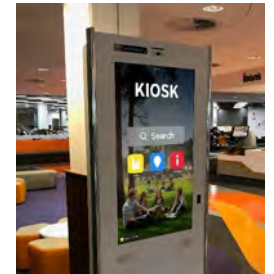
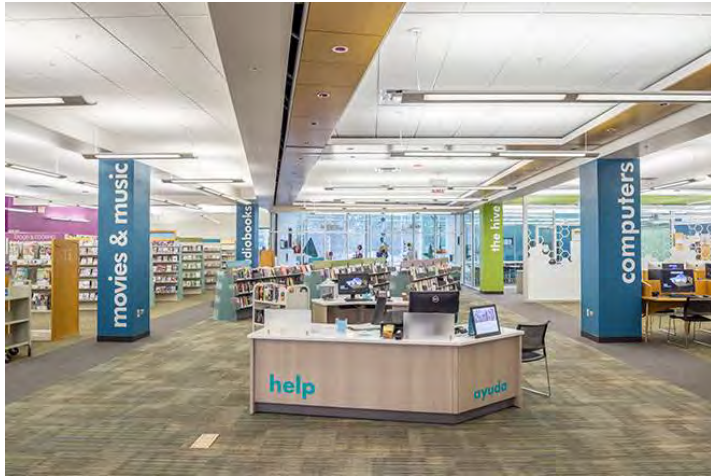
CITY OF MANASSAS PARK CITY HALL
SCHOOLS - ATTACHMENT E

Manassas Park City Schools Central Office
Programming Bubble Diagram
11.14.2019



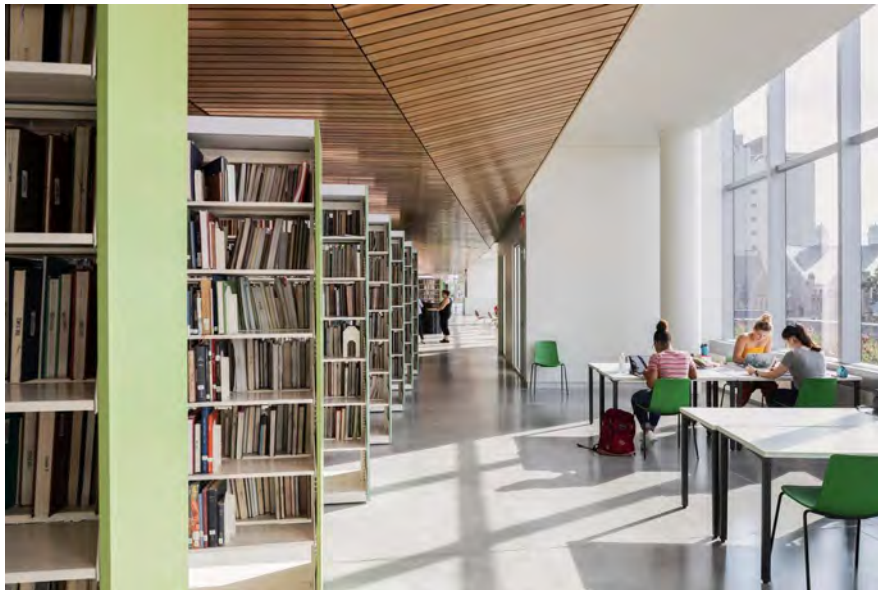
LIBRARY PRECEDENT IMAGES - ATTACHMENT F (1 of 4)

KIOSK AND HELP DESK



LIBRARY PRECEDENT IMAGES - ATTACHMENT F (2 of 4)

SHELVING + WORKSPACES



LIBRARY PRECEDENT IMAGES - ATTACHMENT F (3 of 4)

SHELVING + WORKSPACES



LIBRARY PRECEDENT IMAGES - ATTACHMENT F (4 of 4)

CHILDREN'S CORNER



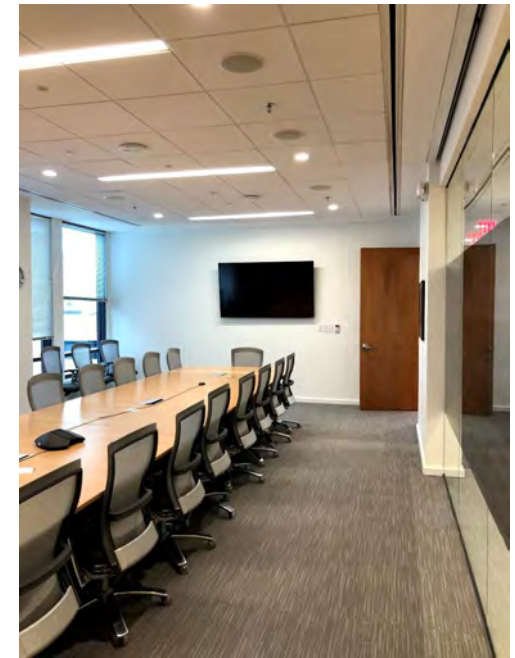
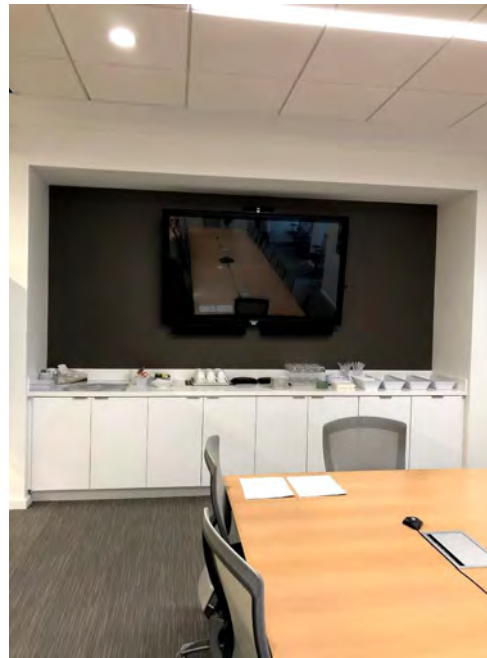
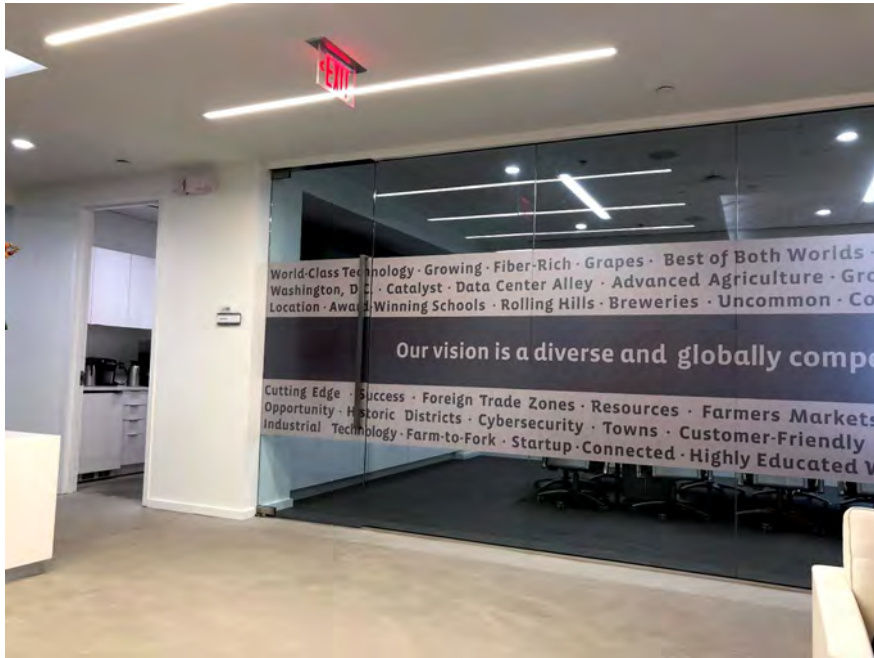
SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (1 of 7)

RECEPTION



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (2 of 7)

CONFERENCE



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (3 of 7)

PRIVATE OFFICES



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (4 of 7)

OPEN OFFICE



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (5 of 7)

LUNCHROOM



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (6 of 7)

LUNCHROOM



SCHOOLS / CITY HALL OPEN OFFICE PRECEDENT IMAGES - ATTACHMENT G (7 of 7)

OPEN OFFICE COLLABORATION



CITY OF MANASSAS PARK CITY HALL
CITY HALL PRECEDENT IMAGES - ATTACHMENT H



ATTACHMENT J - CITY HALL AND PLAZA RENDERING



General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Floor Box under conference table		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	Yes
	Audio Visual:	Yes		
	Notes:	TV Monitor – HDIM connection to floor box under table		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Conference Table, 8 Seats, Credenza Magnetic Whiteboard			

Conference Room- 10-14 seats

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Floor Box under conference table		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	Yes
	Audio Visual:	Yes		
	Notes:	TV Monitor – HDMI connection to floor box under table		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment Other Notes	Conference table, 14 seats, Credenza Magnetic Whiteboard			

Conference Room- 2-6 Seats

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Floor Box under conference table		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	Yes		
	Notes:	TV Monitor – HDMI connection to floor box		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Conference Table, 6 Seats Magnetic Whiteboard			

Room Data Code: CF4**Section 1.2 – Room Data Sheets**

Conference Room- 25-30 seats

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Floor Box under conference table		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	Yes
	Audio Visual:	Yes		
	Notes:	TV Monitor – HDMI connection to floor box under table		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment Other Notes	Conference table, 10 seats, credenza Magnetic Whiteboard			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:	Storefront door with sidelights from elevator lobby		
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Windows facing public square with blackout curtains		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Lighting control at Dias
	Light Fixture Type:	Direct - Indirect		
	Notes:	Provide zoned lighting for Dias, Staff, and Visitors		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	Yes
	Audio Visual:	Yes		
	Notes:	TV Monitors – Cameras – See TV Broadcast Equipment		
Casework	Type:	Dias and Staff Table	Material:	Wood
	Work Surface:	Laminate		
	Notes:	Level 2 ballistic panel in Dias		
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	Yes		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Data Closet

General	Min. Ceiling Height:	None		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Static VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Structure
	Notes:	Fire rated plywood on at least 2 walls for wall hanging equipment		
Doors	Door Type:	36" Swing	Sidelight:	None
	Door Material:	Wood	Glazing:	
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	24 hours/day- 7 days/week
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:			
	Notes:	UPS - Coordinate Electric with Data Racks		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	No
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes	A data closet is required on every floor stacking from the 1st floor to the server room. This will be for City and School IT use			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Demark Room

General	Min. Ceiling Height:	None		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Static VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Structure
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	None
	Door Material:	Wood	Glazing:	
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:			
	Notes:	UPS - Coordinate Electric with Data Racks and head end equipment		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	No
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Public Elevator

General	Min. Ceiling Height: 8'-0"		
	Acoustic:		
	Notes:		
Finishes	Base: Stainless Steel	Floor: Terrazzo Tile	
	Walls: Stainless Steel / Wood	Ceiling: Stainless Steel	
	Notes:		
Doors	Door Type:		Sidelight:
	Door Material: Stainless Steel		Glazing:
	Hardware:		Frame:
	Notes:		
Windows	Frame:		Glazing:
	Notes:		
HVAC	Heating:		Emergency Power:
	Cooling:		Schedule: Operating Hours only
	Notes:		
Fire Protection	System:		Head Type:
	Notes:		
Electric	Outlets:		Emergency Power: Yes
	Lighting Type: LED Commercial Grade		Emergency Lights: As required by code
	Lighting Level:		Lighting Control:
	Light Fixture Type:		
	Notes:		
Plumbing	Fixture Type:		Fixture Material:
	Notes:		
AV/ Telecom	Telephone: Yes		Devices:
	Data: No		WiFi: No
	CATV: No		Video Conference: No
	Audio Visual: No		
	Notes:		
Casework	Type: None		Material:
	Work Surface:		
	Notes:		
Security	Camera: Yes		Door Position Switch: No
	Card Access: No		Intercom: No
	Duress Alarm: No		
	Notes:		
Furnishings- Equipment Other Notes			

Service Elevator

General	Min. Ceiling Height: 8'-0"		
	Acoustic:		
	Notes:		
Finishes	Base: Stainless Steel	Floor: VCT	
	Walls: Stainless Steel	Ceiling: Stainless Steel	
	Notes:		
Doors	Door Type:		Sidelight:
	Door Material: Stainless Steel		Glazing:
	Hardware:		Frame:
	Notes:		
Windows	Frame:		Glazing:
	Notes:		
HVAC	Heating:		Emergency Power:
	Cooling:		Schedule: Operating Hours only
	Notes:		
Fire Protection	System:		Head Type:
	Notes:		
Electric	Outlets:		Emergency Power: Yes
	Lighting Type: LED Commercial Grade		Emergency Lights: As required by code
	Lighting Level:		Lighting Control:
	Light Fixture Type:		
	Notes:		
Plumbing	Fixture Type:		Fixture Material:
	Notes:		
AV/ Telecom	Telephone: Yes		Devices:
	Data: No		WiFi: No
	CATV: No		Video Conference: No
	Audio Visual: No		
	Notes:		
Casework	Type: None		Material:
	Work Surface:		
	Notes:		
Security	Camera: Yes		Door Position Switch: No
	Card Access: No		Intercom: No
	Duress Alarm: No		
	Notes:		
Furnishings- Equipment Other Notes			

Equipment Testing Area

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Static VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(8) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Provide Minimum 10 Data Ports around room		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment Other Notes	Work tables, Heavy Duty metal storage shelves			

Kitchenette

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Outlets above Counter		
Plumbing	Fixture Type:	Sink	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes, at least one line	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	Base and Wall Cabinets	Material:	Laminate
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Full Size Refrigerator, Microwave, Coffee Maker, Dishwasher			
Other Notes				

Staff Kitchenette

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	None	Sidelight:	No
	Door Material:		Glazing:	None
	Hardware:		Frame:	
	Notes:	Open to Open Work Area		
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Outlets above Counter		
Plumbing	Fixture Type:	Sink	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	Base and Wall Cabinets	Material:	Laminate
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Full Size Refrigerator, Microwave, Coffee Maker, Dishwasher			
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Power/ floor boxes at all technology and seating		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	Media wall display for information		
	Notes:	Connected sound system on first and second floor library spaces for announcements		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes-security cameras throughout	Door Position Switch:	No
	Card Access:	Yes- doors locked	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Room Data Code: **LB2**

Book Drop Room

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height: 9'-0"		
	Acoustic: Standard 45 STC		
	Notes:		

Finishes	Base: Vinyl Rubber Base	Floor: Hard surface flooring / rubber Base
	Walls: Gypsum Board – Paint	Ceiling: Acoustic Panel 2x2
	Notes: 2 hour fire rated for after hour book drop	

Doors	Door Type: 36" Swing	Sidelight: Yes
	Door Material: Wood	Glazing: Tempered
	Hardware: Commercial, Locking	Frame: Hollow Metal
	Notes:	

Windows	Frame: Aluminum	Glazing:
	Notes: Natural Daylight or Barrowed Light	

HVAC	Heating: 68-72 oF	Emergency Power: No
	Cooling: 72-76 oF	Schedule: Operating Hours only
	Notes: Separate VAV Box with Thermostat	

Fire Protection	System: Wet Pipe System	Head Type: Quick Response - Recessed
	Notes:	

Electric	Outlets: (4) Duplex	Emergency Power: No
	Lighting Type: LED Commercial Grade	Emergency Lights: As required by code
	Lighting Level: 50 FC	Lighting Control: Occupancy Sensor / Switch
	Light Fixture Type: Direct - Indirect	
	Notes: Verify electrical requirements with equipment	

Plumbing	Fixture Type:	Fixture Material:
	Notes:	

AV/ Telecom	Telephone: Yes	Devices:
	Data: Yes	WiFi: Yes
	CATV: No	Video Conference: No
	Audio Visual: None	
	Notes:	

Casework	Type: None	Material:
	Work Surface:	
	Notes:	

Security	Camera: No	Door Position Switch: No
	Card Access: Yes, Card-reader access, locked door	
	Intercom: No	
	Duress Alarm: No	
	Notes:	

Furnishings
Equipment
Other Notes

Room Data Code: **LB3**

Adult Services

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			

Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			

Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			

Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		

HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		

Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			

Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need access to power at all seated locations		

Plumbing	Fixture Type:		Fixture Material:	
	Notes:			

AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			

Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			

Security	Camera:	Yes at specific locations	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			

Furnishings				
Equipment				
Other Notes				

Room Data Code: LB4

Teen Services Area

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need access to power at all seated locations		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes, Security cameras at specific locations	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:	Lockable at 2nd floor entry doors		
Furnishings				
Equipment				
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Painted wood base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need access to power at equipment and table		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes, Security cameras at specific locations	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			

Furnishings- Movable displays, mobile shelving, tables and seating

Equipment- public computers/laptops, book bins, plug and play mobile staff touchdown station, self-check computer stations, copy/printer

Other Notes

Room Data Code: LB6

Study Room

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need access to power at table		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:	Staff lockable doors		

Furnishings- Table with power and chairs**Equipment****Other Notes-** Magnetic back painted glass marker board

Room Data Code: LB7

Meeting Room

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need access to power at seated area		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:	staff lockable door		

Furnishings- Mobile flip top tables with power and chairs**Equipment-** Wall monitor with wall mounted laptop plug in, magnetic back painted glass marker board, built - in countertop with storage**Other Notes**

Room Data Code: **LB8**

Staff Entry

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height: 9'-0" Acoustic: Standard 45 STC Notes:		
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Finishes	Base: Vinyl Rubber Base Walls: Gypsum Board – Paint Notes:	Floor: Walk off Mat / Hard surface flooring Ceiling: Acoustic Panel 2x2	
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Doors	Door Type: 36" Swing Door Material: Wood Hardware: Commercial, Locking Notes:	Sidelight: Yes Glazing: Tempered Frame: Hollow Metal	
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Windows	Frame: Aluminum Notes: Natural Daylight or Barrowed Light	Glazing:	
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HVAC	Heating: 68-72 oF Cooling: 72-76 oF Notes: Separate VAV Box with Thermostat	Emergency Power: No Schedule: Operating Hours only	
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Fire Protection	System: Wet Pipe System Notes:	Head Type: Quick Response - Recessed	
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Electric	Outlets: (4) Duplex Lighting Type: LED Commercial Grade Lighting Level: 50 FC Light Fixture Type: Direct - Indirect Notes: Power/ floorboxes at all technology and seating	Emergency Power: No Emergency Lights: As required by code Lighting Control: Occupancy Sensor / Switch	
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Plumbing	Fixture Type: Notes:	Fixture Material:	
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AV/ Telecom	Telephone: Yes Data: Yes CATV: No Audio Visual: None Notes:	Devices: WiFi: Yes Video Conference: No	
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Casework	Type: None Work Surface: Notes:	Material:	
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Security	Camera: No Card Access: Yes Duress Alarm: No Notes:	Door Position Switch: No Intercom: No	
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Furnishings- Equipment Other Notes	Perimeter shelving		
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Room Data Code: **LB9**

Manager Office

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
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Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
<hr/>				
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
<hr/>				
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
<hr/>				
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
<hr/>				
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
<hr/>				
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need power/data at desk location		
<hr/>				
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
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AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
<hr/>				
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
<hr/>				
Security	Camera:	No	Door Position Switch:	No
	Card Access:	Yes, can be standard lock or card reader		
	Intercom:	No		
	Duress Alarm:	No		
	Notes:			

Furnishings- U Desk and task chair, 2 guest chairs, 1 lateral file or bookcase, task light

Equipment- Wall hung storage and tack board

Other Notes

Room Data Code: LB10

Workroom

Section 1.2 – Room Data Sheets

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Need power/data at desk locations		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			

Furnishings- Task chairs and mobile BBF's for staff, mobile work island with power, book trucks, supply cabinets**Equipment-** Millwork worksurface with tack board above, wall mounted shelf or open storage, fixed shelving, desktop printer**Other Notes**

Shared Loading Dock

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	None		
	Notes:			
Finishes	Base:	None	Floor:	Concrete
	Walls:	Masonry Veneer	Ceiling:	Exterior Panel
	Notes:			
Doors	Door Type:	Double Door 72"	Sidelight:	Nos
	Door Material:	Metal	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	N/A	Emergency Power:	No
	Cooling:		Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Dry Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(2) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:	Hose Bib	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Dock leveler & Dock Bumpers			
Other Notes				

Enclosed Office

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Enclosed Office

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment				
Other Notes	Visual flexibility between office and Open Office Workstations			

General	Min. Ceiling Height:	None		
	Acoustic:			
	Notes:			
Finishes	Base:	None	Floor:	Concrete
	Walls:	None	Ceiling:	None
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Metal	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Windows to public square		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	As required by code		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:	As required by code		
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:		Lighting Control:	Switch
	Light Fixture Type:	Direct		
	Notes:	As required by code		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	No
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Sprinkler Room

General	Min. Ceiling Height:	None		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Concrete
	Walls:	Gypsum Board – Paint	Ceiling:	Structure
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	None
	Door Material:	Metal	Glazing:	
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:			
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	No
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Server Room

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	None		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Static VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	Yes
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate HVAC System		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(8) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:	UPS – Coordinate electrical requirements with racks and equipment		
Plumbing	Fixture Type:	No	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment	8 Data Racks with cable management			
Other Notes	Require four 4" conduit to connect to the data closets below			

Safe Room

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Safe			
Other Notes				

Secure File Storage

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	File Cabinets			
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:	Coordinate with central copier/printer		
Casework	Type:	Base and Wall Cabinets	Material:	Laminate
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Heavy Duty Metal Shelving			
Other Notes				

Office Supply Storage

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Heavy Duty Metal Shelving 12" to 18" Deep			
Other Notes				

File Storage

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	File Cabinets / Heavy Duty Metal Shelving 24" to 36" Deep			
Other Notes				

Bulk Storage Room

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Concrete
	Walls:	Gypsum Board – Paint	Ceiling:	Structure - Painted
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	No
	Door Material:	Metal	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Heavy Duty Metal Shelving			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	No
	Door Material:	Metal	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	No		
	Notes:			
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment	Lockable Metal Cages dividing space into four equal areas, Heavy Duty Metal Shelving			
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:	ADA Accessible		
Finishes	Base:	Ceramic Tile	Floor:	Ceramic Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Gypsum Board - Paint
	Notes:	Ceramic Tile Wainscot on all walls to 4'-0" AFF		
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Exhaust Fan		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	Sink, Water Closet	Fixture Material:	
	Notes:	As required by code		
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	Vanity Countertop	Material:	Laminate
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Toilet Accessories			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:	ADA Accessible		
Finishes	Base:	Ceramic Tile	Floor:	Ceramic Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Gypsum Board - Paint
	Notes:	Ceramic Tile Wainscot on all walls to 4'-0" AFF		
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Exhaust Fan		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	Sink, Water Closet, Floor Drain w/ trap primer	Fixture Material:	
	Notes:	As required by code		
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:	Vanity Countertop	Material:	Laminate
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Toilet Partitions and Accessories			

TV Broadcast Room

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Static VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	No
	Door Material:	Wood	Glazing:	None
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	One Way Glazing
	Notes:	Window to Chambers		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(8) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	UPS – Coordinate with TV Broadcast Equipment		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	Yes		
	Notes:	Coordinate with TV Broadcast Equipment		
Casework	Type:	Countertop	Material:	Laminate
	Work Surface:	Laminate		
	Notes:	Coordinate with TV Broadcast Equipment		
Security	Camera:	No	Door Position Switch:	No
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment- Other Notes	TV Broadcast Equipment			

Entry Vestibule - Main

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Terrazzo Tile	Floor:	Terrazzo Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:	Walk-off Mat		
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(1) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:		Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

Elevator Lobby

General	Min. Ceiling Height:	9'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	None	Glazing:	
	Notes:			
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	No	Devices:	
	Data:	No	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:			
Casework	Type:		Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Terrazzo Tile	Floor:	Terrazzo Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:	Terrazzo Treads on Grand Stair		
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	None		
	Notes:	TV Monitor, Electronic Directory		
Casework	Type:	Reception Desk	Material:	Wood
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	Yes		
	Notes:			
Furnishings				
Equipment				
Other Notes				

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	None		
	Notes:	TV Monitor, Kiosk Queuing System		
Casework	Type:		Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Public Seating for 50			

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	None		
	Notes:	TV Monitor, Doorbell		
Casework	Type:	Reception Desk	Material:	Wood
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	Yes		
	Notes:			
Furnishings Equipment Other Notes	Seating for 12			

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	None		
	Notes:	TV Monitor, Doorbell		
Casework	Type:	Reception Desk	Material:	Wood
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	Yes		
	Notes:			
Furnishings Equipment Other Notes	Seating for 12			

General	Min. Ceiling Height:	10'-0"		
	Acoustic:			
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	Double Door 72" Swing	Sidelight:	Yes
	Door Material:	Storefront	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Aluminum
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Storefront		
HVAC	Heating:	68-72 oF	Emergency Power:	Yes
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	None		
	Notes:	TV Monitor, Doorbell		
Casework	Type:	Reception Desk	Material:	Wood
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	Yes
	Duress Alarm:	Yes		
	Notes:			
Furnishings Equipment Other Notes	Seating for 6			

Chamber Work Room-Mail Room

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Coordinate with workstations		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with Workstations		
Casework	Type:	Mailboxes	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment Other Notes	Two Workstations			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with central copier/printer		
Casework	Type:	Base and Wall Cabinets	Material:	Laminate
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings- Equipment Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Coordinate with Workstations		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with Workstations		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Workstations			

Public Window Workstations

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:	Open to Treasurer/Commissioner Open Office Workstations		
Windows	Frame:	Metal – Level 2 Ballistic	Glazing:	Level 2 Ballistic
	Notes:	Public Counter w/ talk around frame and deal tray		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:			
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Provide electric at each workstation		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Provide data and phone at each workstation		
Casework	Type:	Workstation Countertop and Files	Material:	Laminate
	Work Surface:	Laminate		
	Notes:	Provide space for computer monitor at each workstation		
Security	Camera:	Yes	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	Yes		
	Notes:			
Furnishings				
Equipment				
Other Notes				

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	No
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Coordinate with Workstations		
Plumbing	Fixture Type:		Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with Workstations		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	No
	Card Access:	No	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Workstations			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Coordinate with Workstations / Outlet Above Counter		
Plumbing	Fixture Type:	Sink	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with Workstations		
Casework	Type:	Base and Wall Cabinets	Material:	Laminate
	Work Surface:	Laminate		
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings Equipment Other Notes	Workstations			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	VCT
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:	Coordinate with Workstations		
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	No	Video Conference:	No
	Audio Visual:	None		
	Notes:	Coordinate with Workstations		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	Yes	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	Yes		
	Notes:			
Furnishings Equipment Other Notes	Workstations			

General	Min. Ceiling Height:	9'-0"		
	Acoustic:	Standard 45 STC		
	Notes:			
Finishes	Base:	Vinyl Rubber Base	Floor:	Carpet Tile
	Walls:	Gypsum Board – Paint	Ceiling:	Acoustic Panel 2x2
	Notes:			
Doors	Door Type:	36" Swing	Sidelight:	Yes
	Door Material:	Wood	Glazing:	Tempered
	Hardware:	Commercial, Locking	Frame:	Hollow Metal
	Notes:			
Windows	Frame:	Aluminum	Glazing:	
	Notes:	Natural Daylight or Barrowed Light		
HVAC	Heating:	68-72 oF	Emergency Power:	No
	Cooling:	72-76 oF	Schedule:	Operating Hours only
	Notes:	Separate VAV Box with Thermostat		
Fire Protection	System:	Wet Pipe System	Head Type:	Quick Response - Recessed
	Notes:			
Electric	Outlets:	(4) Duplex	Emergency Power:	Yes
	Lighting Type:	LED Commercial Grade	Emergency Lights:	As required by code
	Lighting Level:	50 FC	Lighting Control:	Occupancy Sensor / Switch
	Light Fixture Type:	Direct - Indirect		
	Notes:			
Plumbing	Fixture Type:	None	Fixture Material:	
	Notes:			
AV/ Telecom	Telephone:	Yes	Devices:	
	Data:	Yes	WiFi:	Yes
	CATV:	Yes	Video Conference:	No
	Audio Visual:	Yes		
	Notes:	TV Monitor – HDMI connection		
Casework	Type:	None	Material:	
	Work Surface:			
	Notes:			
Security	Camera:	No	Door Position Switch:	Yes
	Card Access:	Yes	Intercom:	No
	Duress Alarm:	No		
	Notes:			
Furnishings				
Equipment				
Other Notes				

EXHIBIT F

Proffers for Phases 1B and 2 Rezoning

PROFFER STATEMENT
VILLAGE AT MANASSAS, LLC
CITY OF MANASSAS PARK
± 23 ACRES

Rezoning:

Record Owner: Village at Manassas Park, LLC
City of Manassas Park, Virginia

Applicant: Village at Manassas Park, LLC

Property: The following Parcels constitute “the Property” subject to this Rezoning and Proffer Condition Amendment as they are depicted on the Master Development Plan, as further defined below:

- Lot 2, CONNER CENTER;
- Lot 3-1, CONNER CENTER;
- Lot 4-2, CONNER CENTER;
- Lot 5-1 CONNER CENTER;
- Lot 4, CONNER CENTER;
- Lot 5, CONNER CENTER; and
- Lot 6, CONNER CENTER (“Lot 6”),

Zoning: I-1 and PF to MU-D Mixed Use, and the Imposition of Proffers on Property Previously Zoned MU-D Downtown Mixed Use Without Proffers

Project Name: Village at Manassas Park Phase 1B and 2 Rezoning, and Proffer Condition Amendment for the Phase 1A Rezoning

Date: June 16, 2020

Pursuant to Va. Code Ann. § 15.2-2296, et seq., and § 31-54 of the Manassas Park Zoning Ordinance, the undersigned hereby proffers that the development and use of the Property, consisting of ± 23 acres, located in the area surrounding Park Center Drive and adjacent to the Manassas Park City Hall, and north of the Norfolk Southern Railway Lines, will be in strict accordance with the following conditions. In the event this rezoning is granted as applied for by the Applicant, then these proffers will supersede and replace in their entirety all other proffers made prior hereto. In the event this rezoning is not granted as applied for by the Applicant, then these proffers will be deemed withdrawn and will be null and void. The term “Applicant” as referenced herein will include within its meaning the current owner, all future owners and successors in interest.

For purposes of reference in this Proffer Statement, the Comprehensive Agreement is that agreement entered into on June 16, 2020, by and between the Applicant and the Governing Body of the City of Manassas Park (the “Agreement”).

For purposes of reference in this Proffer Statement, the “Master Development Plan” or “MDP” as referenced herein will refer to the plan entitled “Village at Manassas Park Master Development Plan,” prepared by Land Design Consultants, Inc., dated June 16, 2020, consisting of the following sheets:

- Cover Sheet;
- Notes & Tabulations;
- Existing Conditions Plan;
- Master Development Plan;
- Phasing Plan; and
- Landscape Plan.

LAND USE & DEVELOPMENT

1. The Property will be developed in accordance with the MDP and subject to changes approved by the City in connection with site plan review. The Property must be developed in accordance with the MUD, Mixed-Use District.
2. Use & Development: The Property will be developed in one or multiple phases as set forth below.
 - a. Phase 1A: Development in Phase 1A will consist of the following:
 - i. As set forth in the Agreement, the Applicant will construct a New City Hall building in the general location shown on the MDP.
 - ii. Construction of a 36,000 square foot public plaza area, road, and entrance to the community with amenities that will include, but are not limited to a splash pad and movable outdoor seating and dining tables, and may include one or more video screens for public viewing
 - iii. The maximum number of Two-over-Two residential units constructed on a Phase 1A property will not exceed 174 units. Said units will be sold at market rate.
 - iv. The Applicant will make a monetary contribution to the Governing Body in the amount of \$2,000 per residential unit construction on the Property. Said contribution will be paid prior to and as a condition of occupancy permit issuance for each said unit constructed on the Property.

- v. Construction of a 6,000 square foot commercial/retail building. Said commercial/retail building will be constructed in the general area shown on the MDP.

- b. Phase 1B: As set forth in the Agreement, the Applicant will construct an 82,000 square foot building to accommodate: a 42,000 square foot movie theatre or entertainment based use; 38,000 square feet of commercial office space; and 2,500 square feet of in-line ground floor retail. Said building will be constructed in the general location shown on the MDP.

- c. Phase 2: The maximum number of Two-over-Two units permitted in Phase 2 will be 140 units, and any units that were not constructed in Phase 1A. Said units will be sold at market rate. The Applicant will make a monetary contribution to the Governing Body in the amount of \$2,000 per residential unit constructed on the Property. Said contribution will be paid prior to and as a condition of occupancy permit issuance for each such unit constructed on the Property.

COMMUNITY DESIGN

- 3. Community Associations: The Applicant will create covenants, conditions and restrictions to coordinate development within the Property, which include such items as architectural controls, signage, building materials, lighting and landscaping. Further, the Applicant will establish one or more associations (residential and/or nonresidential) charged with responsibility to oversee the on-going management and maintenance of the commonly owned elements of the Property, including landscaping and maintenance of common areas, community use space, and private streets.

- 4. Design Guidelines: Development on the Property will be in general conformance with the design concepts and details set forth in the design guidelines prepared by Land Design Consultants, Inc., dated June 16, 2020 (the "Design Guidelines").

- 5. Landscaping: Landscaping will be provided in conformance with the Landscape Plan.

SEWER & WATER

- 6. The Property will be served by public sanitary sewer and water and the Applicant will be responsible for the costs and construction of those on and off-site improvements required in order to provide such service for the demand generated by the development on the Property.

TRANSPORTATION

- 7. Access: Subject to City approval, access to the Property will be as shown on the MDP.

8. Bicycle Parking Facilities: As approved with Waiver, WAI #20-04L, the Applicant will provide bicycle parking facilities at a rate of 1/5,000 gross square feet and 1 space/25 multiple-family dwelling units. Bicycle parking facilities will be shown on the Site Plan for each phase of the project.
9. Sidewalks: Public Facilities Waiver, PFW# 20-04E, sidewalks will be provided in the general locations shown on the MDP.
10. Transportation Improvements
 - a. Phase 1A:
 - i. The Applicant will redesign Park Center Court, which is shown as Road A on the MDP (“Road A”) in Phase 1A. Road A will extend from Manassas Drive to the New City Hall and the VRE Garage in accordance with the MDP. Road A shall be completed prior to the issuance of an occupancy permit for the 1st residential unit in Phase 1A. This proffer does not require the pedestrian connections or top coat to be completed.
 - ii. The Applicant will construct a distinctive vehicular and pedestrian intersection at Manassas Drive and Park Center Court in accordance with the MDP. Said intersection shall be constructed prior to the issuance of an occupancy permit for the 174th residential unit in Phase 1A.
 - iii. The Applicant will modify the existing traffic signal to improve pedestrian safety and vehicular turns at the intersection of Manassas Drive and Park Center Court in accordance with the MDP. Said signal modification shall be completed prior to the issuance of an occupancy permit for the 174th residential unit in Phase 1A.
 - iv. Once the City has acquired title to Lot 1A, the Applicant will construct Road B extending from Manassas Drive to the VRE Garage and from the VRE Garage to Park Center Court in accordance with the MDP.
 - v. The Applicant will construct or cause to be constructed the road shown on the MDP as Road D-1 in conjunction with the construction of the residential development of Phase 1A. Road D-1 will connect with Road A. Road D-1 will be privately-owned and maintained. Road D-1 shall be completed prior to the issuance of an occupancy permit for the 61st residential unit in Phase 1A.
 - b. Phase 1B: The Applicant will construct the public street shown as Road C on the MDP (“Road C”) in Phase 1B to connect the existing northernmost entrance from Manassas Drive (the entrance to the current City Hall parking lot) to the VRE Garage and Park Center Court, to provide the City the ability to close Park Center

Court/Manassas Drive/Market Street for events, and to provide access options to and within the site, as part of an integrated downtown transportation network that will include an upgraded Omni Ride bus stop in its existing location. Road C shall be completed prior to the issuance of an occupancy permit for the commercial building in Phase 1B.

- c. Phase 2: The Applicant will construct or cause to be constructed the road shown on the MDP as Road D-2 in conjunction with the construction of the residential development in Phase 2. Road D-2 will be privately-owned and maintained. Road D-2 shall be completed prior to the issuance of an occupancy permit for the 1st residential unit in Phase 2.

WAIVERS & MODIFICATIONS

11. Waivers & Modifications: Pursuant to Section 31-33.2 of the Zoning Ordinance, approval of the subject Rezoning will constitute a waiver/modification in accordance with the following:
 - a. Waiver, WAI #20-04A, to modify the MU-D, Downtown Mixed-Use District regulations requiring the residential component of any development not to exceed 75% of the development's total floor area by increasing the permitted residential component to 82%. Sec. 31-17.A(b).
 - b. Waiver, WAI #20-04B, to modify the MU-D, Downtown Mixed-Use District regulations requiring a 40 foot minimum building height, by reducing the minimum height to 16 feet. Sec. 31-17.A(k).
 - c. Waiver, WAI #20-04C, to modify the off-street parking regulations requiring parking to be located within 400 feet of the premises served, to be as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-27(a)(1).
 - d. Waiver, WAI #20-04E, to modify the off-street parking provisions requiring a 9 foot by 18 foot landscape island for every 10 parking spaces as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-27(b)(10).
 - e. Waiver, WAI #20-04G, to modify the buffering provisions requiring a 40-foot-wide buffer between residential and commercial buildings that are taller than 20 feet as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-33(b)(3)b.
 - f. Waiver, WAI #20-04H, to modify the buffering provisions requiring a 100-foot-wide buffer between residential and a railroad right-of-way as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-33(b)(3)c.

- g. Waiver, WAI #20-04J, to modify the parking lot landscaping provisions requiring a 10-foot-wide landscape strip between a parking lot and an adjacent property as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-33(g)(2).
- h. Waiver, WAI #20-04K, to modify the screening provisions requiring a 6 foot high fence and vegetative screening between properties zoned PF, Public Facilities district, or I-1, Industrial District, and the residential component of the MU-D, Downtown Mixed-Use District as shown on the MDP associated with rezoning RZ #20-04. Sec. 31-33(j)(2) and Sec. 31-33(j)(3).
- i. Waiver, WAI #20-04L, to modify the bicycle parking provisions requiring 1 space/1,200 gross square feet of commercial, office, and public facility uses and 1 space/4 multiple-family dwelling units by reducing the number of required bicycle parking spaces for commercial, office, and public facility uses to 1/5,000 gross square feet and 1 space/25 multiple-family dwelling units. Sec. 31-27(e)(4).
- j. Public Facilities Waiver, PFW# 20-04A, to reduce the private street width to 24 feet from the required 30 feet, as provided by Section 404, Road Design Standards and Specifications, Plate IV-A.
- k. Public Facilities Waiver, PFW# 20-04C, to allow on-street parking on a private street, which is otherwise prohibited by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 2.
- l. Public Facilities Waiver, PFW# 20-04D, to eliminate the cul-de-sac requirement at the terminus of a private street, as required by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 4.
- m. Public Facilities Waiver, PFW# 20-04E, to waive the 700 vehicles per day limit for private streets, as required by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 8 and Section 401.03(c).
- n. Public Facilities Waiver, PFW# 20-04E, to waive the urban street section requiring sidewalks on both sides of the street, as required by Article IV, Streets, Section 401.12.

[SIGNATURES ON THE FOLLOWING PAGES]

EXHIBIT G

Development Team Members

Village at Manassas Park, LLC

Michael Scott
Chelsea Rao
David Salzer

Davis Carter Scott Ltd., Architects

Thomas Dinneny
R. Randall Vosbeck Jr.

Land Design Consultants, Inc.

Matthew Marshall
Jessica Bradshaw
Josh Marshall
Birkan Ustaavci
James Madison

Gorove/Slade Associates, Inc.

Niraja Chandrapu
Chad Baird
Kevin Sitzman

NW Capital Markets, Inc.

James A. Fagan
Howard Mackey

Walsh, Colucci, Lubeley & Walsh, P.C.

John H. Foote, Esq.
Jonelle M. Cameron, Esq.

EXHIBIT H

Initial Schedule

1. Comprehensive Agreement	June 2020
2. Phase 1A Rezoning	June 2020
3. City approved schematic design concepts and preliminary design; based on meetings with City officials and others, for Building A	September 2020
4. Phases 1B and 2 Rezoning	October 2020
5. City approves Site Plan for Building A	December 2020
6. City approves Site Plan for Building C	December 2020
7. VRE initiates construction	TBD
8. VRE completes construction	TBD
9. Building A and infrastructure Completed	December 2022
10. Building C Completed	December 2022
11. Building B Completed	Per agreement

EXHIBIT I

Elements of Project Phasing³

Phase 1A.

Predevelopment Activities

- a. Acquisition and conveyance of the Leatherbury Parcels to the City
- b. Conveyance of the Leatherbury Parcels to the VRE
- c. Conveyance of City Property to the Developer
- d. Phase 1A Rezoning
- e. Phases 1B and 2 Rezoning

Development Activities

- a. Building A, New City Hall and Library and supporting parking and other infrastructure
- b. Building C, 6,000 square foot retail building
- c. Construction of Roads A, B, and D-1
- d. Initiation of residential development
- e. City easements for construction on City owned property outside of the Phase 1A property.

Phase 1B

- a. Building B and in line retail
- b. Construction of Road C
- c. Completion of Infrastructure

Phase 2

- a. Initiation of the remainder of the residential development
- b. Construction of Road D-2

³ Phases may not be in sequential order.