



TOWN OF HAYMARKET TOWN COUNCIL
REGULAR MEETING
~ AGENDA ~

Chris Coon, Business Manager
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, December 7, 2020

7:00 PM

Council Chambers

I. Call To Order

II. Pledge of Allegiance

III. Invocation/Moment of Silence

IV. Citizens Time

V. Minute Approval

1. Mayor and Council - Work Session - Oct 26, 2020 6:30 PM
2. Mayor and Council - Public Hearing/Regular Meeting - Nov 2, 2020 7:00 PM

VI. Agenda Items

1. Landscaping Contract
2. Proffer Amendment Application - 14600 Washington Street
3. 2021 Meeting Schedule
4. Bond Release - 6655, 6665, 6675 Fayette Street
5. Police Officer Vacancy

VII. Liaison Reports

1. Finance
2. Police
3. Architectural Review Board
4. Planning Commission
5. Business Roundtable

VIII. Department Reports

1. Town Administration Report
2. Police Chief Report
3. Town Treasurer Report
4. Town Planner Report
5. Town Engineer Report
6. Town Attorney Report

IX. Councilmember Time

1. Chris Morris
2. Joe Pasanello
3. TracyLynn Pater
4. Marchant Schneider
5. Steve Shannon
6. Bob Weir
7. Ken Luersen

X. Closed Session - As Needed

XI. Adjournment



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

Chris Coon, Business Manager
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, October 26, 2020

6:30 PM

Council Chambers

A Work Session of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Council Chambers, commencing at 7:00 PM.

Mayor Kenneth Luersen called the meeting to order.

I. Call To Order

Councilman Marchant Schneider: Present, Councilman Chris Morris: Present, Councilman Joe Pasanello: Present, Councilman Steve Shannon: Present, Councilman Bob Weir: Present, Vice Mayor TracyLynn Pater: Present, Mayor Kenneth Luersen: Present.

II. Pledge of Allegiance

Mayor Luersen invited everyone to stand for the Pledge of Allegiance.

III. Closed Session

Mayor Luersen stated that the Closed Session will be moved to the end of the meeting, if necessary.

IV. Certification

V. Open Work Session

VI. Presentation of Cares Act Funds

Town Manager Chris Coon shared that he invited two of the non profit organizations that received CARES Act funds from the Town to the evening's meeting for a check presentation. Mr. Coon asked the representatives from Haymarket Food Pantry to the podium for a quick report about their organization and how they are helping families during the crisis. The representative from Haymarket Food Pantry shared that prior to the pandemic, they were feeding approximately 294 families a week. She stated that since the pandemic, the Food Pantry is feeding over 600 families a week. She stated that they are currently getting some food from the Capital Food Bank and Cisco to fill some of the needs. She stated that before the pandemic, they would get food from local grocery chains like Walmart however the chains are not able to contribute at this time. So the demand is out weighing the supply. She thanked the Town Council and the Town of Haymarket for the generous donation of \$10,000 which will provide children's meals for possibly 4 weeks at 4 days a week.

Following the presentation from Haymarket Food Pantry, Town Manager Coon invited House of Mercy to the podium to give a brief report on what their organization is doing to help the local community. The representative shared that prior to the pandemic they were providing services for approximately 10 families a day. Since the pandemic, the organization provides services and supplies to over 50 families per day. She stated that they do not have any geographical boundaries and that anyone with an ID can come to the facility and ask for help whether it be food from the food pantry or help with household and baby items. She stated that the generous donation of \$10,000 from the Town of Haymarket will be used to purchase essential baby items such as formula, wipes and diapers.

VII. Agenda Items

1. First Quarter Budget Amendment Public Notice and Discussion

Town Manager Chris Coon gave a brief presentation on the budget from the time it was adopted in May 2020 until the current 1st quarter budget amendment that will go before a public hearing at the November 2, 2020 meeting. After Mr. Coon's presentation, there was a discussion on some of the budget line items.

2. Special Use Permit Public Notice - 6611 Jefferson Street

Town Planner Emily Lockhart shared the Special Use Permit notice of publication to the Town Council and stated that the public hearing is scheduled for the November Regular Meeting.

Minutes Acceptance: Minutes of Oct 26, 2020 6:30 PM (Minute Approval)

There was a short discussion on the subject of the permit and questions on occupancy permits. There was a directive from the Town Council to provide the draft minutes and any documentation from the Planning Commission public hearing to the Council for their upcoming Town Council public hearing.

3. Proffer Amendment Public Notice

Town Planner Emily Lockhart also shared the notice of publication for the Proffer Amendment that is scheduled for a public hearing at the next Town Council Meeting on November 2nd. Ms. Lockhart shared that the proffer amendment was being considered again because of a change in the amendment application prior to the June 2020 joint public hearing with the Planning Commission. She stated that the change came after the original notice of public hearing was published. She also stated that the Planning Commission held their public hearing on the amended application at their September 21st meeting. A discussion followed on the subject. There was a directive from the Town Council to provide the draft minutes, supportive documentation and citizen comments from the Planning Commission public hearing.

4. Communication Plan

Vice Mayor Pater shared with the Town Council that she and staff met with some citizens to discuss starting a communication plan and involving the community by establishing some sub-committees. Ms. Pater also shared that there was some discussion on a evacuation plan and providing welcome packets to new residents of the Town. A short discussion followed.

5. Invocation Discussion

Town Manager Chris Coon stated that the Town Clerk distributed the invocation guidelines that she found that was established in 2014. After a short discussion with the Town Attorney, Mr. Coon stated there was an updated version which was distributed at the evening's meeting. There was a discussion on the guidelines. Councilman Pasanello stated that even though the guidelines were established, the invocation was not added to the agenda within the policy and procedures.

Mayor Luersen held a round table discussion on each Council Members opinion on incorporating the invocation to the agenda. After the discussion, a majority of the Town Council wished to have the invocation added to the agenda. There was a discussion on the length of the invocation. Mayor Luersen asked staff to add a bullet point limiting the invocation to 3 minutes to the guidelines for consideration at the regular monthly meeting.

6. Police Officer Hire Discussion

Chief Lands briefed the Town Council on the posting of the full time police officer vacancy. He stated the position was posted on various sites and that he currently had 3 completed applications. He stated that since he's not had any directive from the Town Council to proceed, he has held off on any interviewing or background checks. He also gave the information on the cost to outfit an officer. There was a discussion regarding the schedule and incorporating the part time officers into the schedule. There was also a discussion regarding the auxiliary detail the officers have been doing. Chief Lands stated that providing the Town adequate coverage and scheduling is king and that if the Town schedule could not be satisfied, there would not be an officer on the Laney detail. There was a discussion on the schedule and the options of filling the vacancy. At this time, Councilman Shannon read a statement regarding the police department and the need to fill the vacancy as planned with a full time officer. A discussion continued on the police department, the budget and the need to fill the vacancy. Councilman Pasanello stated that it is the Council's fiscal responsibility to the citizens and to the Town to look at the budget for a better, smarter and most cost effective ways to staff the police department. Mr. Pasanello also stated that this would be an opportunity to include diversity to the police department. Chief Lands stated that although he agrees with Mr. Pasanello's comment on diversity, filling the position is difficult with the current climate on police officers. A discussion continued on fiscal responsibility, risk assessment, response time and scheduling. After the lengthy discussion, the Town Council decided to address the subject at the next meeting.

At this time, the Town Council took a five minute recess.

7. Personnel Policy

Town Manager Chris Coon shared that the personnel policy needs to be updated. He stated that the policy was established in 2010 with the last update in 2014. Mr. Coon shared that the staff has resources that they can use to bring the policy current. The Town Council directed Mr. Coon to have staff bring a draft updated policy to the January meeting.

8. Public Meeting Space in Town Hall

Town Manager Chris Coon shared that there has been several requests to use the Town Hall building as a meeting space. Mr. Coon stated that although there is space available for organizations to hold their meetings, one of the top priorities is maintaining that the Town property and equipment is secure. Mr. Coon also shared that all meeting spaces must be ADA compliant and the only space available that meets that criteria would be the park building, the museum or the Town Chamber area. A short discussion followed. The Town Council directed staff to come back at a future meeting with options. Councilman Morris drafted a policy and procedures for use of the Town building. The Town Council directed staff to work with Mr. Morris to develop the procedures and contract to be presented at the December Work Session. The Council also directed staff to proceed with getting quotes for securing the equipment in the Town Hall building as well as the park building and museum in order to hold civic and private organizational meetings.

9. Cares Act Draft Agreement with PWC IDA

Town Manager Chirs Coon shared the draft agreement with Prince William County IDA to help the Town disperse the Care Act Funds money. Mr. Coon shared that the Town Attorney has reviewed and approved the agreement. The Town Council directed staff to have the agreement ready for approval at the next Council meeting.

VIII. Closed Session Adjournment

There was not a need for a Closed Session at this meeting.

IX. Adjournment

With no further business before the Town Council, Councilman Shannon moved to adjourn with a second by Councilman Weir. The motion carried.

1. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Bob Weir, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

Submitted:

Approved:

Kim Henry, Clerk of the Council

Ken Luersen, Mayor

Minutes Acceptance: Minutes of Oct 26, 2020 6:30 PM (Minute Approval)



TOWN OF HAYMARKET TOWN COUNCIL

PUBLIC HEARING/REGULAR MEETING ~ MINUTES ~

Chris Coon, Business Manager
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, November 2, 2020

7:00 PM

Council Chambers

A Public Hearing/Regular Meeting of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Council Chambers, commencing at 7:00 PM.

Mayor Kenneth Luersen called the meeting to order.

I. Call To Order

Due to the COV-ID 19 pandemic and Governor Northam's executive order on social distancing , Town Attorney Martin Crim, Vice Mayor TracyLynn Pater, and Councilman Chris Morris attended the meeting via Zoom meeting invite. Mr. Crim and Vice Mayor Pater joined the meeting from the homes. Councilman Morris joined the meeting from an alternate private location.

1. Zoom Invite -

<https://us02web.zoom.us/j/87857923170?pwd=TmY0bVRoTUlva3BkcGZaWjI0VHFyd09>

Councilman Marchant Schneider: Present, Councilman Chris Morris: Remote, Councilman Joe Pasanello: Present, Councilman Steve Shannon: Present, Councilman Bob Weir: Present, Vice Mayor TracyLynn Pater: Late, Mayor Kenneth Luersen: Present.

II. Pledge of Allegiance

Mayor Luersen invited everyone to stand for the Pledge of Allegiance.

After the Pledge of Allegiance, Mayor Luersen stated that Town Manager Chris Coon would like to recognize two non profit organizations that received CARES Act Funds monies. Mr. Coon invited NOVANT Health to podium to share with the Town Council what they have experienced during the COV-ID 19 pandemic. The representative shared that the monies given from the Town will help educate the public on the importance of the flu shot and education on the coronavirus pandemic. At this time, the Town Council did a check presentation to NOVANT Health in the amount of \$15,000. Mr. Coon also invited the representative from Action and Community through Service (ACTS) to the podium to share a little about their organization and how they are helping the community. The representative stated that the organization was established approximately 50 years ago and has been helping Haymarket most of that time. He stated the most visible ways the organization helps is the food pantry and thrift store. He stated, however, that ACTS also helps with providing a crisis help center. He stated since the quarantine, the organization has seen an increase in domestic violence by 72%, He shared services that they provide in a domestic violence case. He also shared that the organization has been providing food to the food pantries in the Haymarket area. He shared that the CARES Act monies given from the Town will primarily go for mortgage/rental assistance and utility assistance. At this time, the Town Council did a check presentation to ACTS in the amount of \$30,000.

III. Public Hearing I - Budget Amendment

Mayor Luersen announced that the topic for the Public Hearing I was to amend the FY2021 Budget and opened the floor for citizen comment. No citizens present at this evenings meeting wished to comment on the Budget Amendment.

1. Public Notice Budget Amendment

IV. Public Hearing II - SUP Application 6611 Jefferson Street

Mayor Luersen announced that the second Public Hearing of the evening is to consider the Special Use Permit Application for a religious assembly at 6611 Jefferson Street. Mayor Luersen opened the floor for public comment.

Jerry Kennedy, owner of the property at 6611 Jefferson Street, thanked the Town Council for the consideration and would appreciate if they would approve the application as presented. There were no additional comments from the citizens present.

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

V. Pubic Hearing III - Proffer Amendment Application 14600 Washington Street

Mayor Luersen announced that the subject for the third public hearing before the Council was the proffer amendment application at 14600 Washington Street. Mayor Luersen opened the floor for public comment. Mr. Gregory Terry, 14701 Dogwood Park Lane, stated that his property would be the one most affected since it is right next to the subject property. He stated that he made his comments to the Planning Commission as well at their public hearing. He asked that the Town Council consider denial on the amendment because the property owner agreed to a certain plan when he purchased the property. He stated that he doesn't feel the proffer would benefit the Town or the residents closely connected to the property.

Town Planner Emily Lockhart read the following emails into the record on the subject.

Joseph NamGoong - 6744 Bleight Drive, requested to deny the application

James and Maureen Carroll, 6862 Track Court, requested to deny the application

Nick Pulire, 6740 Bleight Drive, requested to deny the application

Cathy Pasanello, 6895 Track Court, requested to deny the application

Jillian Pulire, 6744 Bleight Drive, requested to deny the application

*** The emails are attached at the end of the minutes.***

At this time, Town Clerk Kim Henry notified the Mayor and Town Council that Vice Mayor Pater joined the meeting via Zoom.

Dottie Leonard, 14801 Washington Street, expressed her support of the proffer amendment.

VI. Close Public Hearings

VII. Open Regular Meeting

VIII. Citizens Time

Jim Payne, 6680 Fayette Street, expressed his disappointment on the discussions from the October 26th work session in regards to the vacancy on the Police Department. Mr. Payne supported the comments from Chief Lands to fill the vacancy.

Dottie Leonard, 14801 Washington Street, supported the comments from Mr. Payne and expressed her support to fill the police department vacancy, her concern of the return of the civil disturbance gear and the elimination of the take home vehicle policy.

Town Planner Emily Lockhart read an email from James and Maureen Carroll on the subject of the invocation. The Carroll's suggested a moment of silence to start the meeting.

The email is attached to the end of the minutes.

IX. Minute Approval

1. Mayor and Council - Special Meeting - Sep 12, 2020 9:00 AM

Councilman Pasanello moved to approve the minutes from the Mayor and Council Special Meeting on September 12, 2020 at 9am. Councilman Weir seconded the motion. The motion carried.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Joe Pasanello, Councilman
SECONDER:	Bob Weir, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

2. Mayor and Council - Work Session - Sep 28, 2020 7:00 PM

Councilman Pasanello moved to approve the Mayor and Council Work Session minutes from September 28, 2020 at 7 pm. The motion was seconded by Councilman Shannon. The motion carried.

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Joe Pasanello, Councilman
SECONDER: Steve Shannon, Councilman
AYES: Schneider, Morris, Pasanello, Shannon, Weir, Pater

3. Mayor and Council - Public Hearing/Regular Meeting - Oct 5, 2020 7:00 PM
Councilman Pasanello moved to approve the Mayor and Council Public Hearing/Regular Meeting minutes from October 5, 2020 at 7 pm. Councilman Shannon seconded the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Joe Pasanello, Councilman
SECONDER: Steve Shannon, Councilman
AYES: Schneider, Morris, Pasanello, Shannon, Weir, Pater

X. Agenda Items

1. Consideration of Resolution 2020-019: Budget Amendment

Councilman Pasanello complimented and thanked the staff for the report and encouraged the citizens to read it because of the wealth of information and transparency provided.

Councilman Pasanello moved that the Haymarket Town Council approve an appropriation to the Fiscal Year 2020-21 as designated on Resolution #2020-019. Councilman Weir seconded the motion. The motion carried by a roll call vote.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joe Pasanello, Councilman
SECONDER: Bob Weir, Councilman
AYES: Schneider, Morris, Pasanello, Shannon, Weir, Pater

2. Consideration of SUP Application: 6611 Jefferson Street

Town Planner Emily Lockhart gave an update on the application. She stated that this property was used as a religious assembly before. However, there was a break in use when a different tenant occupied the property. Ms. Lockhart stated that since there was a break in use, the special use permit application for a religious assembly needed to be re-applied. Mr. Lockhart shared that the Planning Commission held a public hearing on the subject at their September 21, 2020 meeting and recommended approval with the following conditions: 1.- The property owner or the tenant must provide proof of occupancy from Prince William County when applying for the business license; and 2.The applicant would provide a parking plan prior to this meeting, which was completed and in the evenings packet. Ms. Lockhart stated that after review of the plans, the use would adequately fit since all other tenants in the building are for day time use and this permit would be for one to two evenings a week and weekend. There was a short discussion on the subject. There was a suggestion to review the use and renew every year. A discussion followed on renewing the application annually.

Councilman Morris moved that the Town Council approve the Special Use Permit for a Religious Assembly at 6611 Jefferson Street with the following condition; the applicant must provide a Certificate of Occupancy for the space to determine the maximum allowable parishioners in the space. This shall be provided by the applicant prior to the religious assembly operating. Councilman Shannon seconded the motion. The motion carried by a roll call vote.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Chris Morris, Councilman
SECONDER: Steve Shannon, Councilman
AYES: Schneider, Morris, Pasanello, Shannon, Weir, Pater

3. Consideration of Proffer Amendment Application: 14600 Washington Street

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

Town Planner Emily Lockhart gave some updates on the application. She stated her report in the packet shows what was presented to the Planning Commission, their discussion and their decision. Ms. Lockhart stated that this application was originally submitted on June 1, 2020 to change the acreage of the proffer at 14600 Washington Street from 4.51 acres to 2.06 acres which would be reserved in the back for green space and ball field use. The proffer was amended on June 24, 2020 and submitted to the Town on June 25, 2020 to change the acreage from 4.51 to 0.00 acres. Ms. Lockhart stated that this evening's public hearing was due to a deficiency in the public notice in June. The public notice went out prior to the amendment which required another public hearing on the subject. She stated that the Planning Commission held their public hearing on amended application on September 21, 2020 and recommended denial of the proffer based on the public comment regarding the subject. Ms. Lockhart stated that as the application stands, the staff is in support of the denial of the proffer amendment as it is presented. Ms. Lockhart continued to state that the applicant has made comments that they would like to keep some of the green space in the back. Ms. Lockhart stated that if this is the case, she would recommend that the proffer amendment be tied to a GDP to maintain the green space use. Ms. Lockhart shared that the applicant is present to answer any questions on the application.

Mr. Connor Leake, president of Haymarket Properties Group, and Keith Lowery, partner of HPG, gave a brief background regarding the property and their current concept of the proffer amendment application. After Mr. Leake's presentation, Councilman Schneider disclosed his relationship with Mr. Landry, the property owner, and stated that he would be abstaining from any action taken on this subject. However, Mr. Schneider stated that since he was the Town Planner when this property originally was brought into the Town, he could contribute information regarding the property. Discussion followed and questions were asked by the Town Council to the applicant regarding the application and the interpretation of the proffer.

Councilman Weir moved to defer further consideration of this amendment until the regular Town Council meeting in December. Councilman Pasanello seconded the motion. Discussion continued on the subject. After the lengthy discussion, questions to the Town Staff, and a request of supported documentation from the staff and the applicant, the motion carried by a roll call vote.

RESULT:	TABLED [5 TO 0]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Morris, Pasanello, Shannon, Weir, Pater
ABSTAIN:	Marchant Schneider

4. Cares Act Agreement with PWC IDA

Town Manager Chris Coon shared that the revisions were made as requested at the Work Session. Mr. Coon stated that the Town Attorney reviewed the agreement and recommended the Council approve the agreement as presented.

Councilman Weir moved that the Town of Haymarket approve the agreement with the Industrial Development Authority of Prince William County as presented. Councilman Pasanello seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

5. Invocation Policy and Guidelines

Town Manager Chris Coon stated that staff presented 2 options of the guidelines for Town Council consideration and that the invocation was added as an agenda item in policy rules and procedures adopted at a previous meeting, which would need to be amended. Discussion followed on the guidelines and the implementation of an invocation at the regular Town Council meetings.

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

Councilman Morris moved the Council to add invocation back to its agenda and also for invocation to be added to 2.3 under Section 5-1. Councilman Shannon seconded the motion. A suggested amendment was made to add moment of silence. Councilman Morris amended his motion to have an invocation/moment of silence to be added to 2.3 under Section 5-1: Order of Business. Councilman Shannon seconded the amended motion. There was clarification that this would be item #3 on the agenda. The motion carried by a roll call vote.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Chris Morris, Councilman
SECONDER:	Steve Shannon, Councilman
AYES:	Marchant Schneider, Chris Morris, Steve Shannon, TracyLynn Pater
NAYS:	Joe Pasanello
ABSTAIN:	Bob Weir

6. Police Officer Position

Mayor Luersen initiated the discussion on the subject of the vacancy. Mayor Luersen stated that he is not looking at removing a position from the police force but because of the lack of knowledge on how the department operates, he doesn't feel the force is in jeopardy of holding off the hiring of an officer until the Town Council has a better understanding of the schedule and the operations of the department. Mayor Luersen addressed the comments made during citizens time in regards to the civil defense gear, the operations of the department, and the decision of not having the cruisers parked in the front of the building. Discussions followed on the decision of filling the vacancy and the current staffing of the police department. There was a request from the Town Council for staff to calculate the real estate assessments to see the percentage that goes to the Town for police coverage and the same with taxes paid to the County. Discussion continued on the subject in relation to the administrative duties of the Chief and Lieutenant. The Town Council asked Chief Lands about the interviewing process.

After the lengthy discussion on the subject, Councilman Shannon moved that the Council direct the Chief to follow through and hire the position right away. Councilman Schneider seconded the motion. Councilman Weir made a substitute motion to defer until the December regular meeting. Councilman Pasanello seconded the motion. The substitute motion carried by a roll call vote.

At this time, Councilman Weir asked for the Treasurer and Chief to bring to next month's meeting the potential cost for an admin person for up to 30 hours a week.

RESULT:	TABLED [4 TO 2]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Chris Morris, Joe Pasanello, Bob Weir, TracyLynn Pater
NAYS:	Marchant Schneider, Steve Shannon

XI. Liaison Reports

1. Finance

Councilman Weir stated that the current report was presented in the form of the Budget Amendment that was passed earlier in the evening. Town Manager Chris Coon shared the audit from the outside agency would be next and that the start of the FY2021-22 budget will be started by the Treasurer soon.

2. Police

Councilman Morris did not have anything additional to report.

3. Architectural Review Board

Councilman Schneider shared that he did not have a report since the Architectural Review Board did not meet in October.

4. Planning Commission

Councilman Weir stated he did not have anything to report since the Planning Commission did not have a meeting in October.

5. Planning Commission Appointment

Councilman Weir shared that an application to fill the Planning Commission vacancy has been submitted. Town Manager Coon stated the vacancy is to fill the unexpired term of Tom Utz, who recently resigned. The term would expire June 30, 2022.

Councilman Weir moved to appoint Melvin C. Mason to the Planning Commission for the unexpired term lasting until June 30, 2022. Councilman Shannon seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Steve Shannon, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

6. Business Roundtable

Vice Mayor Pater shared with the Town Council the date for the next Business Roundtable meeting.

At this time, the Council took a short recess.

XII. Department Reports

1. Town Administration Report

Town Manager Chris Coon thanked Town Treasurer Roberto Gonzalez for the extensive report he created for the Budget Amendment. Mr. Coon gave updates from his written report. Mr. Coon shared that the items the Town purchased from the CARES Act Funds started arriving, such as the vouchers for the citizens to spend at local businesses.

Mr. Coon also shared that the Continuity of Government Ordinance that was adopted in March 2020 needs to be re-adopted that gives the Town to conduct business through Zoom and virtual meetings.

Town Manager Coon also shared that DMV as shown interest in the Town establishing a DMV Select Office within the Town Hall building. Mr. Coon stated that staff will be visiting the Remington DMV Select Office and will start to gather information on the possibility of a Select Office in the Town Hall building. Mr. Coon asked for direction from the Town Council if they would be in favor of a DMV Select Office and if staff should continue to pursue the possibility. After a discussion, the Town Council directed Mr. Coon to proceed with gathering information.

2. Adoption of Ordinance 2020-003 Continuity of Government

Since Ordinance 2020-002 Continuity of Government expired on the 14th of October, Councilman Weir moved to adopt Ordinance 2020-003 to ensure the continuity of the Town of Haymarket local government during the COVID 19 pandemic to be effective upon adoption. Councilman Pasanello seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

3. Police Chief Report

Prior to giving his monthly report, Chief Lands read into the record a statement regarding the return of the civil disturbance gear. Chief Lands stated that he decided to cancel the delivery of the gear and to look instead for grant opportunities to fund the civil disturbance gear. Chief Lands answered questions on the data he collected from the speed signs.

Chief Lands shared that Lieutenant Shaver attended the last Business Roundtable meeting. He also shared that the full department on was duty during the Halloween weekend and that participation was down due to COVID. Chief Lands also addressed Vice Mayor Paters concerns of crosswalk safety but creating a flier to bring awareness to safety at the crosswalks. Chief Lands also shared that the department is working on the evacuation plan that Vice Mayor

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

brought up from a meeting with the citizens advisory group that she attended. Chief Lands provided information about police coverage on election day. Lastly, Chief Lands stated that he will provide a copy of the general orders to Town Manager Coon by the end of the week as requested by the Mayor.

There were discussions on security cameras for the building that would have the cruisers on the camera.

4. Town Treasurer Report

Town Treasurer Roberto Gonzalez presented the actual vs budget monthly report and went over some line items with the Town Council. Mr. Gonzalez stated that he has re-created the report so that it is easier to read and follow. Mr. Gonzalez shared that the amended budget and this report was posted on the website during the evening's meeting. Mr. Gonzalez also addressed the Laney detail. He shared that Laney extend the detail for an additional 7 pay periods in the amount of \$30,000 which will probably require an amendment during the 3rd quarter of the budget. There was a discussion on the Laney detail project and the liability to the Town in regards to overtime. Town Attorney Crim stated that he is working with the Town Manager and Town Treasurer and will be in communication with the Police Chief on that matter.

5. Town Planner Report

Town Planner Emily Lockhart shared that the Architectural Review Board and the Planning Commission meetings have been rescheduled since they were both canceled. Ms. Lockhart shared that Van Metre is scheduled to attend both meetings; the Planning Commission with the final site plan and recommended approval and the ARB with the beginning design phase of the town homes. Ms. Lockhart also stated that there would be a possible presentation of site concept from a developer. She also shared that the ARB will be looking at the possibility of designing a "LOVE" sign for placement at the Town Park. Ms. Lockhart also shared that the Planning Commission has started reviewing the zoning text amendment and invited any input from the Council.

Lastly, Ms. Lockhart shared that she has been sending out zoning violations to several properties in the Town. She also shared that she has started a dialogue with Prince William County in regards to several property maintenance concerns. She stated that the County is working on what their next steps are going to be and how she can help them facilitate the next course of action.

There was a short discussion on the Jefferson Street pedestrian project update. Ms. Lockhart shared the updates on the project. Ms. Lockhart also gave the Town Council on the Washington Street paving and crosswalk project. Ms. Lockhart stated staff met with the paving company and VDOT to address and resolve the issues found.

6. Town Engineer Report

There were no questions on the Engineer's Report.

7. Town Attorney Report

Town Attorney Crim did not have anything to add other than a request for a closed session to discuss the right of first offer from Haymarket Properties Group.

XIII. Closed Session

1. Motion to go into Closed Session

Councilman Weir moved that the Town Council go into closed session to discuss the following; as permitted by Virginia Code § 2.2-3711(A)(3) a matter involving the acquisition of real property for public purposes; specifically involving property within the Town of Haymarket limits as discussion in open session would adversely affect the Town's bargaining position namely 14600 Washington Street. Councilman Shannon seconded the motion. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Steve Shannon, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

2. Certification

Councilman Weir moved to certify that, to each members knowledge, only those matter lawfully exempted from open meeting under the provisions of the Virginia Freedom of Information Act and only those items that were identified in the motion leading to the

Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)

closed session was heard, considered or discussed by the Town Council. The motion was seconded by Councilman Pasanello. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater, Luersen

3. Motion

Councilman Weir moved that the Council rejects Haymarket Properties Groups offer to sell the property at \$7.5 million and the Council directs the Town Attorney to send a letter as discussed. Councilman Pasanello seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [5 TO 0]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Morris, Pasanello, Shannon, Weir, Pater
ABSTAIN:	Marchant Schneider

XIV. Councilmember Time

1. Marchant Schneider

Councilman Schneider shared that he, Vice Mayor Pater and staff walked the Haymarket Hotel property with the developer. He also shared that he received a call from the developer of Crossroads Village and shared their intent to move forward with Lidl project. Lastly he disclosed that he met with Mr. Leake and Mr. Lowery to discuss the General Development Plan for the property at 14600 Washington Street.

2. Joe Pasanello

Councilman Pasanello congratulated Melvin Mason on his appointment to the Planning Commission. Mr. Pasanello also suggested that the Council have a discussion on the Legislative Agenda and suggested that Delegate Roem be invited to the January meeting to discuss any updates.

3. TracyLynn Pater

Vice Mayor Pater shared that she was looking forward to the next Business Roundtable in November.

4. Steve Shannon

Councilman Shannon did not have anything to add at this evenings meeting.

5. Chris Morris

Councilman Morris stated that this Council is trying to fix things not only fiscally, financially but procedurally. Mr. Morris asked for the citizens to put feelings aside and look at those things to better the Town.

6. Bob Weir

Councilman Weir did not have anything to add at this evening's meeting.

7. Ken Luersen

Mayor Luersen invited the public to join him for his monthly walk. He also apologized for his sternness to the citizen who disrupted the meeting earlier. He stated that there is a time for citizens to voice their comments during citizens time but disruptions would not be tolerated from this administration.

XV. Adjournment

With no further business before the Town Council, Councilman Weir moved to adjourn with a second by Councilman Pasanello. The motion carried.

1. Motion to Adjourn

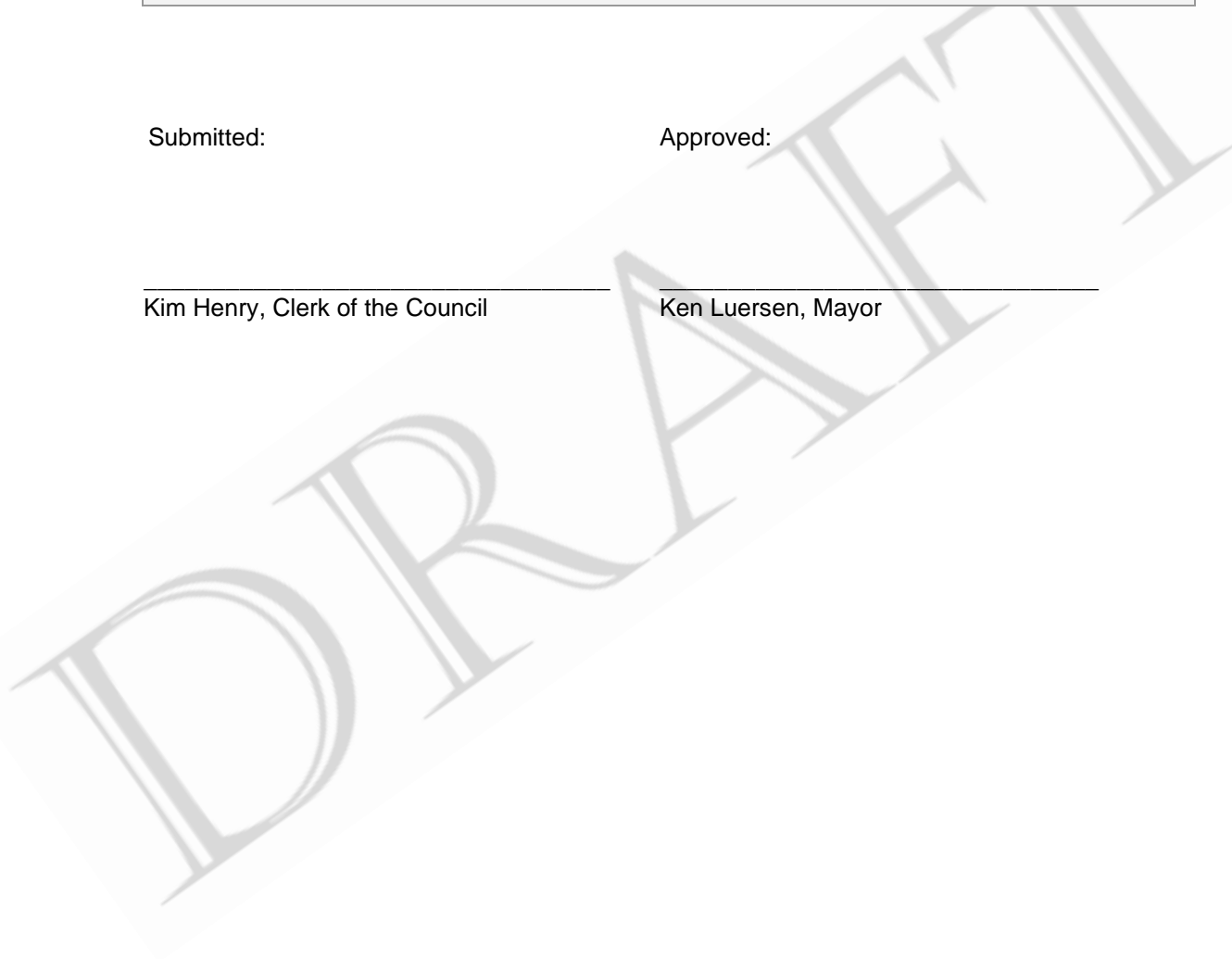
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

Submitted:

Approved:

Kim Henry, Clerk of the Council

Ken Luersen, Mayor



Minutes Acceptance: Minutes of Nov 2, 2020 7:00 PM (Minute Approval)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Christopher S. Coon
Town Manager

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Chris Coon, Town Manager
DATE: November 23, 2020
SUBJECT: Landscape Contractor

Background:

The Town Manager has been trying to obtain multiple quotes for landscape services for the Town of Haymarket. After reaching out to 6 landscape companies all but two did not respond or declined submitting a proposal. The contract length will be for one year with options to extend including 2021, 2022, and 2023. The companies were provided a comprehensive landscaping services list to be performed on Town Owned Property.

Bidder	Monthly Cost	Annual Cost
Advantage Landscape	\$2,327.08	\$27,925.00
Premier Landscaping	\$2,075.00	\$24,900.00

Fiscal Impact

The current FY21 Budget Line Item impacted for this service would be the following:
4310003 – Maintenance Server Contract-Landscaping - \$35,000

The FY21 Budget Line Item utilized Premier Landscaping's previous contract of \$24,900 and additional minor landscaping jobs around town. If the Town Council wanted to enter into a contract with Advantage Landscape, the line item may need to be adjusted.

Staff Recommendation:

Staff recommendations entering into a contract with Premier Landscaping utilizing current budgeted funds.

Draft Motion:

"I move the Town of Haymarket enter into a Contract with Premier Landscaping for landscaping services."

Other action deemed appropriate by Council.

Attachment: Landscaping Memo (4802 : Landscaping Contract)

REQUEST FOR BIDS

LANDSCAPING SERVICES HAYMARKET, VIRGINIA

The Town of Haymarket, Virginia is requesting bids (RFBs) from professional landscaping companies which wish to be considered for providing landscaping services for the Town Haymarket.

Scope of Work

All of the following services to be performed on Town Owned Property

BASIC HORTICULTURAL SERVICES

Ornamental Plant Care

Mulch

All beds and tree wells shall be mulched with shredded hardwood mulch to a maximum depth of two inches in early Spring. The mulch will be kept away from the base of the tree trunks and from the crown of the shrubs.

Fertilization: Trees and Shrubs

All ornamental trees will be fertilized with 10-6-4 analysis fertilizer at the rate of one pound per inch of trunk caliper.

Shrubs and groundcover shall be fertilized with 10-6-4 analysis fertilizer at the rate of four pounds per 100 square feet of bed area once in the Spring. Acid-loving plant material such as azaleas and rhododendrons shall be fertilized with an ericaceous fertilizer (i.e., Hollytone) at the manufacturer's recommended rate.

Pruning Shrubs

Informal shrubbery will be pruned twice, maintaining the shrub's natural appearance, approximately in June and in early September. Shrubbery (such as hedges) which requires shearing to maintain a formal appearance will be sheared three to five times during the season or as required. Flowering shrubs shall be pruned after blooming. Ground covers shall be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and all resulting debris will be removed. Perennials will be cut back and pruned at the appropriate times. In general, perennials will be cut back in early Spring, unless otherwise requested by the client.

Pruning Trees

Major pruning of the deciduous trees will be done in the months of January, February, and March, during the dormant season. Pruning will include removal of crossing branches, or those not consistent with standard form, general thinning for good light penetration and air circulation, and dead or diseased branches. Tip pruning will not be permitted under any circumstances.

Subsequently, pruning of suckers, water sprouts and low hanging branches will be performed during regular visits. *Branches* to a height of fifteen feet are covered under this specification. Any pruning above this level will be performed at an additional cost. All pruning cuts shall be made to the lateral branches, buds, to the branch collar, not flush with the trunk. Stubbing will not be permitted. All debris will be removed from the site at no additional cost to the owner.

Planter Boxes:

Provide a quarterly planting plan and layout to Town for the identified planters located along Washington Street. Plantings should be characteristic of the season in which they are being planted and planters are to be weeded and watered on a regular basis during the growing season.

Weed Control

All beds and tree wells will be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. This will be performed through the use of pre-emergent and post-emergent herbicides as well as hand weeding. All chemicals will be used according to the product label.

A non-selective and/or pre-emergent herbicide (Round-Up and Surflan) will be applied on a continuous basis to all walks, building edges, curbs, and other paved and planted areas to help prevent the growth of weeds. Wick application of these herbicides is preferred.

Any buildings or structures, including concrete curbs and sidewalks, shall be weeded regularly under this contract.

Trash Removal

At the same time, the contractor is performing weed control; incidental trash shall be removed from shrub and groundcover beds to maintain a neat and professional appearance.

Prior to each mowing, all reasonable trash, sticks, and other unwanted debris will be removed from lawns, all plant beds, and paved areas and be properly disposed of off-site.

Turf Care

Mowing

Lawn areas shall be maintained at a height of 3 inches to 3-1/2 inches throughout the mowing season. During the mowing season, all lawn areas shall be mowed every seven to ten days or as weather conditions dictate.

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, gutter pans, handi-cap sidewalk aprons and parking areas.

Grass clippings will be kept out of beds and tree pits. All grass clippings must be removed from the property and may not be dumped on-site. All sidewalks, aprons and gutterpans must be blown or swept of all grass, dirt and sediment. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.

Edging

Edging of *both* sides of all sidewalks, curbs, and other paved areas shall be performed once every other week during the growing season. All sidewalks, aprons and gutterpans must be blown or swept of all grass, dirt and sediment. Debris from edging operations shall be removed and areas swept or blown clean.

Turf Fertilization

To help promote early green-up, lawn areas will be fertilized in early Spring to provide the equivalent of one-half pound of nitrogen per 1,000 square feet.

A second application of fertilizer will be applied to turf in early Fall (September 20 to October 15). This fertilizer will provide the equivalent of one pound of nitrogen per 1,000 square feet of lawn.

A third application will be applied in late Fall, November to December. This will help to achieve maximum root development. It will be applied at the rate of 1.5 pounds of nitrogen per 1,000 square feet.

A soil test from an approved soil-testing laboratory will be taken at the beginning of the season to determine whether an application of lime is necessary. Contractor to submit the results of such test, which shall include corrective recommendations, if any, to owners' representative. If lime is necessary, the contractor will specify the rate and apply it at an additional cost with prior approval from Management.

Herbicides

A pre-emergent herbicide will be applied in March/April to help control the growth of crabgrass and other annual weeds.

A post-emergent herbicide will be applied in the late spring to help prevent the growth of broadleaf weeds. Additional spot treatments will be performed throughout the season to control difficult and seasonal weeds.

Insect and Disease Control

On-site personnel will perform insect control on a curative basis following regular IPM inspections.

Treatment of disease problems will be on a curative basis also. Due to the nature of turf, diseases being extremely weather sensitive and expensive to control, these will be performed on an as-needed basis at an additional cost.

Leaf Removal

All fallen leaves shall be removed from the site twice in the Fall (October - December). In turf areas, leaves will be removed with each mowing from October through November. No leaves may be blown into common areas.

Aeration /Overseeding

All common areas shall be core aerated by mechanical means and overseeded with a turf-type, tall fescue at a rate of 6-8 pounds per 1000 square feet.

Reporting

Contractor must provide, to the Town, by the 15th day of the month a service report detailing what services were performed during the previous month on each site visit.

General Note:

Occasionally, due to zoning violations the Town may need our landscaping contractor to mow properties that are in violation of our Condition of Premises Ordinance. If this service is needed, this will be billed separately aside from normal landscaping services provided.

Occasionally, the Town also partners with local property owners to utilize their property during special events in return for landscaping/ mowing services on an annual to bi-annual basis. If this service is needed, this will be billed separately aside from normal landscaping services provided.

SPRING CLEAN-UP

In the months of February to April, a general landscape cleanup will occur. This service will include the following:

- Removal of landscape debris that has accumulated over the winter months.
- Pruning to remove deadwood from plant material up to a height that can be reached with a pole pruner.
- Removal of excessive mulch build-up in beds and tree pits as deemed necessary by the contractor. Excessive mulch is detrimental to plant health as it encourages insects disease, and root growth in the mulch - 2 inches of mulch is the maximum at all times.

- Edging of all beds and tree wells at a right angle to a depth of 2 -3 inches. All tree rings shall be concentric and all bed lines maintained as smooth and continuous lines. All existing mulch will be turned before new mulch is applied.
- Application of a pre-emergent weed control to all mulched areas and groundcover beds. Certain groundcover or perennial plantings may not receive pre-emergent in order not to damage the material.

Off Season

Snow Removal

Provide snow removal services during the off-season during winter weather events greater than two inches or as called on for icing events. These services would include the plowing of two Town owned parking lots and clearing of Town sidewalks along the Washington Street corridor. Contractor will provide as part of the bid the following services and fees:

- Snow plow/spreading hourly rate
- Salt/ sand mix per ton
- Hand shoveling hourly rate per man
- Salt and mix per bag
- Snow thrower hourly rate per man
- Pre-event staging costs

Submittal

Submittals shall be prepared simply and economically, presenting a concise description of the contractor's capabilities to satisfy the requirements of the Scope of Work presented and any experience that demonstrates these abilities. The submittals should indicate key personnel who will be assigned as to providing the Town with these services.

Three copies must be submitted and received no later than.
Responses received after this time will not be accepted. Send bids to:

Christopher Coon
Town Manager
Town of Haymarket
15000 Washington
Street. Haymarket,
VA 20169

Any questions should be directed to Christopher Coon, Town Manager at 703-753-2600 or [ccoone@townofhaymarket.org](mailto:ccoon@townofhaymarket.org). Questions will be logged and all interested parties will receive a letter with the collected questions and answers a week prior to the submittal deadline.

Selection

The selection will be based upon quality and thoroughness of the bids. The Town of Haymarket shall not be responsible for any expense incurred by the contractor in preparing and submitting

a bid. All bids submitted shall become the property of the Town. All submissions are final and may not be withdrawn.

Contractors who submit a response to this RFB may be required to interview with designated Town personnel. The Town of Haymarket reserves the right to request clarification of information submitted and to request additional information of one or more applicants. The Town also reserves the right to reject any or all of the bids.

In general, the Town will enter into negotiations with the selected contractor to finalize a contract based upon a mutually agreed upon rates for services.



Emily K. Lockhart
Town Planner and Zoning Administrator

MEMORANDUM

TO: Town Council
FROM: Emily K. Lockhart
DATE: October 28, 2020
SUBJECT: Proffer Amendment Application

Background:

The applicant has previously rezoned the subject property, 14600 Washington Street and provided Proffers along with the original rezoning. Please see the attached original proffer and the proposed amended proffer.

In June 2020, the applicant originally submitted a Proffer Amendment to change the proffered acreage from 4.51 to 2.06. The Proffer was then amended at the end of June 2020 to change the acreage from 4.51 acres to 0 acres. This was discovered at the July Planning Commission Meeting and subsequently readvertised for a new public hearing on September 21st.

Comprehensive Plan Excerpts:

COMPREHENSIVE PLAN – PUBLIC / SEMI PUBLIC LAND USE

The property is designated by the Comprehensive Plan as Public / Semi Public. The Comprehensive Plan's guidance regarding the development of these planned areas is as follows:

"the land adjacent to the school should be protected and maintained in the event that the school facility becomes available for rehabilitation for public use. Adjacent areas should be well planned to insure compatibility with the school site as a public use facility...close coordination must be maintained with the Prince William County School Board and the Board of County Supervisors so that the full potential of this site may be explored as a social, business and recreational center for the Town and adjoining area residents."

B-1 ZONING DISTRICT – PURPOSE AND INTENT

Section 58-10.1 of the Zoning Ordinance states the intent of the B-1 zoning district as follows:

Sec. 58-10.1 - Intent. The Town Center District, B-1, provides primarily for retail shopping and personal services to be developed either as a unit or in individual parcels oriented to attracting pedestrian shoppers, tourism and local convenience. Recognizing the economic value of the existing historical area, it shall further be the intent of the district to encourage the retention and rehabilitation of structures and uses in the district that have historic and/or architectural significance. The range, size, hours of operation, lighting, signs and other developmental aspects of permitted uses may be limited in order to enhance the general character and historic nature of the district.

Planner Recommendation:

The Town Planner has made contact with Prince William County Parks and Recreation the current user of the proffered acreage. The Planner and County discussed how the property is currently being used, the need for the space, the public's ability to use the park space, the long term need for the space, the interest in the space as its current use and the parking for the current use.

The County explicitly stated the fields are in use and they hope to continue use of the space for time to come. The County further stated that the western end of Prince William County lacks park space and there is always a desire to further expand and grow the PWC Park space as possible. Lastly, there was a discussion regarding the number of parking spaces needed for the park use and the expected need for parking.

Town Planner recommends the denial of the Proffer Amendment as presented, which would remove the entirety of the proffer, as it would run with the Lease Agreement. The denial is based on the discussion with the PWC Parks and Rec Dept, the citizens' concerns and the expressed interest in maintaining the open field space as previously proffered.

The Planning Commission recommended a denial to the Town Council. Please see the attached DRAFT Planning Commission minutes for the Motion and the Resolution.

Draft Motion:

"I move the Town Council deny the Proffer Amendment for 14600 Washington Street, due to the following reasons; ----- **will insert reasoning following discussion at the Planning Commission Meeting-----.**"

"I move the Town Council approve the Proffer Amendment for 14600 Washington Street, due to the following reasons; ----- **will insert reasoning following discussion at the Planning Commission Meeting-----.**"

Or an alternate motion.

PROFFER AMENDMENT STATEMENT

TO: Town of Haymarket
 APPLICANT: Haymarket Properties Group, LLC (“Applicant”)
 RE: Proffer Amendment Statement to Proffer Dated August 1, 2013
 DATE: June 24, 2020

The undersigned hereby proffers this amendment (“Amended Proffer”) to the proffer statement dated August 1, 2013 (“Original Proffer”) in connection with the rezoning of the subject property, 14600 Washington Street (GPIN 7397 – 19 – 1734) from Residential District R-1 and Prince William County’s Agricultural A-1 District to the Town Center District B-1 granted by the Haymarket Town Council, Haymarket, Virginia on August 5, 2013. The use and development of the Property shall be in conformance with the below provisions. The term “Applicant” as referenced herein shall include with its meaning all future owners and successors in interest.

Subject to the condition precedent above, the Applicant amends the Original Proffer and commits to the following provisions:

1. **Recreational Field Use:**

- a. Applicant removes Paragraph 1 from the Original Proffer.
- b. Applicant will terminate any further recreational use of the 4.51 acres adjacent to the existing school building, as provided in the Deed of Lease dated August 13, 2013, between Haymarket Properties Group, LLC, and Board of County Supervisors of Prince William County, Virginia (attached hereto as Exhibit B, “Deed of Lease”), on the earlier of the date of any early termination, as provided in the Deed of Lease, or August 13, 2023.
- c. Until the Applicant terminates the recreational use, it will maintain the recreation fields pursuant to the requirements of the Deed of Lease. Thereafter the Applicant may either continue to maintain and make the 4.51 acres available for recreational field use or develop the Property consistent with the B-1 zoning regulations.

2. **Site Plan Improvements:** Applicant will submit a Final Site Plan for the Property by December 31, 2021 and thereafter diligently pursue approval of the Final Site Plan. Applicant will submit a work schedule for implementation of the Final Site Plan improvements within thirty days of the final site plan approval. Final Site Plan work will begin within six months of Final Site Plan approval and will be completed to the satisfaction of the Town within five years of Final Site Plan approval.

Proffer Amendment Statement
14550 John Marshall Highway
June 24, 2020

I hereby proffer on behalf of Haymarket Properties Group, LLC, that the development and/or use of the subject Property of this application shall be in strict accordance with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the Town Council and the Applicant.

By :
Keith Lowry
Managing Partner, Haymarket Properties Group, LLC

APPROVED:

Mayor, Town of Haymarket

Date:

DEED OF LEASE

This Deed of Lease (this "Lease") is made this 13th day of August, 2013 by and between (i) Haymarket Properties Group, LLC, a Virginia limited liability company ("Landlord"), and (ii) Board of County Supervisors of Prince William County, Virginia ("Tenant").

Landlord and Tenant hereby covenant and agree as follows.

1. Basic Lease Provisions.

The following terms shall have the meanings set forth below.

A. **Leased Premises.** Recreational fields located at 14550 John Marshall Highway, Haymarket, VA 20169 (GPIN: 7397-19-1734) and the associated parking area, all as depicted on Exhibit A attached hereto.

B. **Term.** Shall be for a base period of ten (10) years, for the time period that begins at 12:01 A.M. on the Commencement Date and ends at 11:59 P.M. on the Expiration Date.

C. **Commencement Date.** Estimated to be on or about August 1, 2013, as the same may be extended pursuant to Section 3. In any event, the Commencement Date shall occur no later than the date that Tenant commences any use of or performance of any improvements to the Premises once Landlord-acquires title to the Leased Premises.

D. **Expiration Date.** Ten (10) full Lease Years after the Commencement Date.

E. **Lease Year.** The first Lease Year shall commence on the Commencement Date and terminate on the last day of the 12th full calendar month after the Commencement Date. Each subsequent Lease Year shall commence on the date immediately following the last day of the preceding Lease Year and shall continue for a period of 12 full calendar months, except that the last Lease Year of the Term shall terminate on the date this Lease expires or is otherwise terminated.

F. **Rent Commencement Date.** The Rent Commencement Date shall begin on the Commencement Date.

G. **Rent.** As Rent, Tenant shall pay an amount equivalent to that portion of the real property tax assessed on an annual basis by the County upon the land comprising the Leased Premises. Landlord and Tenant acknowledge that the tax bill received by Landlord may not make a distinction between amounts attributable to the land that forms the Leased Premises and land that forms the remainder of the Project, accordingly, the parties acknowledge that as of the Commencement Date, the Lease Premises comprises approximately fifty percent (50%) of the land in the Project, and accordingly, Tenant shall pay as rent an amount that is fifty percent (50%) of the real property tax assessed on an annual basis upon the land that forms the Project. Rent shall be due on a monthly basis in the amount of one-twelfth of the annual real estate tax attributable the Leased Premises and, at the Tenant's election, may be paid in advance, provided, however, Landlord may require Tenant not to make rental payments more than thirty (30) days

before its monthly due date, if so required by Landlord's lender. As Rent will be recalculated on an annual basis, if it is determined that Tenant has not paid a sufficient amount of Rent for any prior month, the Tenant will pay an amount sufficient to correct the Rent payment on thirty (30) days' notice from the Landlord. If Tenant has paid more for any prior month than would be due as one-twelfth of the annual real estate tax, any overpayment shall count as a credit toward future Rent. "Project" is defined as the land, including the Leased Premises, and all improvements thereon, including the buildings having an address of 14550 John Marshall Highway, Haymarket, VA 20169.

2. *Intentionally Deleted*

3. *Lease of the Premises; Term.*

A. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the Premises for the Term.

B. This Lease shall be in full force and effect from the date hereof. The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date unless otherwise extended or terminated in accordance with the terms hereof. Subject to Section 3.C. hereof, the Commencement Date shall be the date that is the earlier to occur of (a) the delivery of Leased Premises to Tenant, and (b) the date that Tenant commences operations from the Leased Premises, including performance of any improvements, but in no event shall the Commencement Date occur prior to August 1, 2013. For purposes of clarification, if the Commencement Date does not occur on or before August 1, 2013, the actual Commencement Date shall be as defined in this Section 3.A.

C. Tenant hereby acknowledges that Landlord is currently under contract to acquire the fee title to the Project; however, it is under no obligation to close such acquisition. In the event Landlord decides, for any reason whatsoever, which decision shall be in Landlord's sole and absolute discretion, to terminate the purchase contract, Landlord shall promptly thereafter notify the Tenant of such termination, and any obligations under this Lease agreement shall thereafter be deemed terminated. Landlord shall have no liability to Tenant whatsoever for any such termination. Tenant further acknowledges that closing of the acquisition of the Project is not guaranteed at any given time and is affected by many factors, including, but not limited to financing, due diligence review, zoning and other circumstances both within Landlord's sole discretion and outside of Landlord's control. Landlord shall not be liable to Tenant for any delay in the occurrence of the Commencement Date whatsoever and in the event that closing of the acquisition of the Project does not occur by the estimated Commencement Date set forth in Section 1.D hereof, this Lease shall remain in full force and effect (unless otherwise terminated as set forth herein).

4. *Acceptance of Premises.*

A. Tenant shall accept the Premises in their "AS IS" condition as of the date hereof and Landlord shall have no obligation to improve, construct or demolish any portion of the Premises. Except as expressly set forth herein, Tenant acknowledges that Landlord makes no

representations whatsoever with respect to the habitability, condition, or Tenant's ability to operate for its use in respect of the Premises, and any common areas thereof. Any and all work to the Premises which is necessary for Tenant to utilize the Premises for its use in accordance with the terms of this Lease (the "Tenant's Work") shall be Tenant's obligation to perform at Tenant's sole cost and expense in compliance with the Landlord's rules and regulations in after obtaining Landlord's consent as further set forth herein. Tenant's Work shall include repaving and restriping of the parking lot indicated on Attachment A depicting the Leased Premises. The acceptance of the Leased Premises by Tenant upon delivery by Landlord shall constitute an acknowledgment by Tenant that the Leased Premises are in the condition called for by this Lease and that Landlord has satisfactorily performed all of the obligations set forth herein with respect thereto.

5. *Rent.*

Tenant shall pay to Landlord, at the address provided in Section 26 herein, which Landlord may change from time to time in writing upon notice to Tenant, by such form of check or other good funds approved by Landlord from time to time, Rent in the amounts calculated as provided in Section 1.G. Rent shall be payable in Tenant's discretion, either on a monthly basis on the first day of each month following the Commencement Date or in advance, provided, however, that Landlord may require that payments only be made on a monthly basis. Tenant's obligation to pay Rent accrued during the Lease Term shall survive termination or expiration of the Lease.

6. *Termination Right.*

In the event Landlord enters into a contract to sell the Project (including the Leased Premises), Landlord shall have the option to terminate the Lease upon at least one hundred eighty (180) days notice to Tenant and upon the effective date of such termination the Tenant shall surrender the Leased Premises in the condition required by this Lease and thereafter both parties shall be released from their obligations hereunder, except those that survive termination. Such option shall include the right to exercise a termination that is contingent upon the actual occurrence of the closing on the sale of the Project.

Tenant may terminate this Lease at any time upon one hundred-eighty (180) days' written notice to the Landlord. Further, Tenant, as a local government of the Commonwealth of Virginia, has the right to terminate this Lease at any time that the Board of County Supervisors of Prince William County decides not to appropriate funds to pay Rent. In that event, Tenant will be responsible only for rent and other financial obligations due through the date of non-appropriation. Notwithstanding any such termination, accrued indemnification obligations shall survive.

7. *Utilities and Services.*

A. No interruptions, curtailments, stoppages or suspensions of services or systems shall render Landlord liable in any respect for damages to either person or property nor shall the same be the basis (i) for any abatement, reduction or rebate of Rent or any other sums payable by

Tenant hereunder, (ii) for relieving Tenant from any of Tenant's obligations hereunder, or (iii) for any claim by Tenant that Landlord has constructively evicted Tenant or disturbed or interfered with Tenant's use, possession or enjoyment of the Premises.

B. Tenant shall be responsible for the removal of garbage or refuse from the Leased Premises.

C. Landlord shall not be responsible for providing any security services with respect to the Leased Premises and shall be entitled to post notices of non-responsibility, if it so desires.

8. *Intentionally Deleted*

9. *Use of Leased Premises and Common Areas.*

A. The Leased Premises shall be used by Tenant as recreational sports fields and related parking (upon the parking which forms a part of the Leased Premises only), and for no other purpose whatsoever. The Leased Premises shall not be used for any illegal purpose or in violation of the requirements of Landlord's insurance carriers, or in any manner that interferes with the quiet enjoyment of other tenants. Tenant's use of the Leased Premises shall be subject to any and all matters of record, and shall be in full compliance with all governmental rules, regulations and requirements including, without limitation, obtaining and maintaining any and all licenses, permits and approvals necessary for the operation of Tenant's activities at the Premises, which Tenant shall provide to Landlord upon request. The permitted use, as set forth in Section 9.A. hereof, setting forth the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or warranty by Landlord that such activities may be conducted in the Premises, or is lawful or is otherwise permitted by law. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, odors, or nuisances to Landlord or any tenant of the Project. In no event shall the Tenant use the Premises in such a manner as to increase the legal parking requirements for the Landlord's property.

B. Tenant, at its cost, shall maintain its personal property, any property and improvements on the Leased Premises and any other improvements therein in good order, repair and condition during the Term, and, at the expiration or other termination of the Term, will surrender the the Leased Premises in good order, repair and condition, as the same be at the Commencement Date, except as repaired, rebuilt, restored, altered or added to pursuant to this Lease. Landlord shall have no obligation to make any repairs to the Leased Premises or to otherwise maintain the Premises in any manner whatsoever. Notwithstanding the foregoing, Landlord shall have the right to require that Tenant remove, it Tenant sole cost and expense, any improvements made by Tenant to the Leased Premises, other than the repaving and striping of the parking area, upon expiration of the Lease. Tenant shall be responsible for maintaining the entirety of the Leased Premises, including but not limited to, maintenance of the parking area (capital maintenance and repair work and otherwise), mowing, weeding, fertilizing, trimming of the bushes and trees, general upkeep of all fields and equipment thereon, including replacement if necessary. In the event Tenant installs any lighting on the fields, Tenant shall be solely responsible for maintenance and repair of the same, and any utility charges therefor.

C. Tenant, at its cost, will comply promptly with all orders, requirements or conditions now or hereafter imposed upon it by all Laws, including the ADA, whether required of Landlord or otherwise, relating to the Leased Premises or the conduct of Tenant's business therein. In the event any improvements, alterations or changes are required to be performed in the Leased Premises, and any common areas applicable thereto as a result of Tenant's use thereof (by law or otherwise), Tenant shall be solely responsible for reimbursement to Landlord of any costs and expenses thereof, or Landlord may require Tenant to perform such work at Tenant's sole cost and expense, in its sole discretion.

D. Tenant shall not cause or permit the escape, disposal or release of any Hazardous Materials anywhere on the Project. Tenant shall not allow the storage or use of Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry or permit to be brought into the Leased Premises by Tenant, or any of its employees, agents, contractors, customers, guests, licensees or invitees, any Hazardous Materials, except to use in the ordinary course of Tenant's business, and then only after notice is given to Landlord and Tenant has received Landlord's consent. If any lender or governmental authority requires testing to ascertain whether a release of Hazardous Materials has occurred in the Premises, Tenant shall, at Landlord's option, perform such testing or reimburse Landlord for the reasonable costs thereof if Landlord chooses to perform the same, upon demand. In addition, Tenant shall execute affidavits and other statements requested by Landlord from time to time concerning Tenant's best knowledge regarding the presence of Hazardous Materials in the Leased Premises. Tenant shall defend, indemnify and hold Landlord harmless against any claims, actions, fines, penalties, liability, loss, cost or expense, including consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) Tenant's placement of petroleum or Hazardous Materials at, under or about the Leased Premises, (ii) any failure by Tenant, its employees, agents, licensees, contractors, invitees, and guests to comply with the terms hereof or with any environmental law, rule or regulation now or hereafter in effect (iii) the purchase, sale, use or storage of any goods, products, petroleum, equipment or other items at, under or about the Leased Premises, or the repair, maintenance or condition of the Leased Premises and all equipment and fixtures appurtenant thereto. For the purposes of this paragraph, the term Tenant shall be deemed to include Tenant, Tenant's agents, servants, employees, contractors, guests and invitees.

E. Any damage to the Landlord's property at 14550 John Marshall Highway caused by Tenant, or by any employee, agent, contractor, assignee, subtenant, guest, or invitee of Tenant shall be promptly reported to Landlord and repaired by Tenant, at Tenant's cost; provided, however, that Landlord may repair any such damage, in which case Tenant shall reimburse Landlord for all costs thereof within 15 days after Tenant receives Landlord's notice of such costs.

F. Use of Common Areas. Tenant shall have the non-exclusive use of all of the common roads of the Project for the sole purpose of accessing the Leased Premises. Tenant acknowledges that in no event shall Tenant, its employees, agents, contractors, or invitees park or congregate in any parking areas of the Project except the parking area that is a part of the Leased Premises without Landlord's consent. Tenant, and anyone claiming through Tenant, shall have no rights to otherwise utilize any common areas of the Landlord's property at 14550 John Marshall Highway that are outside of the Leased Premises boundaries.

G. Tenant hereby acknowledges that the Building may be operated for the use of various educational institutions (including for small children) and that compliance with various Landlord rules and regulations will be necessary to permit the enjoyment of the Project by all tenants and occupants. Tenant shall be solely responsible for taking any steps necessary to protect other tenants, occupants, and invitees of the Landlord's property at 14550 John Marshall Highway from harm arising from activities on the Leased Premises. In the event any music or other noises emanating from the Leased Premises cause a disturbance to Landlord or tenants of the Property, Tenant shall remedy such disturbance after notice from Landlord, including reducing the volume of any loudspeakers and/or controlling the noise level of Tenant's invitees. Tenant hereby further agrees not to use the Leased Premises for sporting or other events on Sundays 9 a.m. through 12 p.m.

H. Tenant hereby agrees to work in good faith with tenants of the Project in the event such tenants request access to the Leased Premises for the use of their invitees, provided that Tenant shall be permitted to condition such usage on customary and reasonable requirements, including but not limited to, requiring insurance and appropriate maintenance fees. In no event shall Landlord be liable for any occurrence on the Leased Premises when the same are used by other tenants of the Property and Tenant hereby waives against Landlord, its employees, agents, and officers, any claims, damages, losses or causes of action arising out of any such use.

I. Tenant shall not charge fees for use of the Leased Premises, under a sublease, license, or any other arrangement to any third party that exceeds on an aggregate annual basis, the amount of Rent due on an annual basis hereunder plus Tenant's cost of operating, scheduling, maintaining and insuring the Leased Premises.

10. Alterations by Tenant.

A. Tenant may not make any alterations or improvements to the Leased Premises ("Alterations") without the prior written consent of Landlord, which shall not be unreasonably withheld. If Landlord consents to any Alterations, Landlord may impose any reasonable conditions it deems appropriate, including approval of plans and specifications, approval of all contractors and subcontractors, supervision of the work by Landlord or its agents, and satisfactory evidence of Tenant's ability to pay for the Alterations, including the requirement for certain insurance or bonding. Landlord's approval of any plans and specifications for Alterations shall not be deemed a representation that the plans and specifications comply with any laws or other governmental requirements or are sufficient for Tenant's intended use. Tenant also acknowledges that Landlord has no liability to Tenant or any other person or entity as a result of Landlord's approval of said plans for any defects, omissions, inconsistencies or shortcomings contained in such plans or the work to be performed in accordance therewith. If an Alteration is made without Landlord's consent, Landlord may correct or remove the Alteration at Tenant's expense.

B. Alterations shall be made at Tenant's expense. Tenant shall obtain any necessary permits and furnish copies thereof to Landlord before starting any such work. All Alterations shall be performed in a good and workmanlike manner, using materials of first class quality.

Tenant shall be responsible for ensuring that all Alterations comply with all Laws, including the ADA.

C. If a mechanic's or materialman's lien is filed against the Project for any work done or materials furnished to Tenant, or claimed to have been done for or furnished to Tenant, Tenant, at its expense, shall release the lien within 15 days after notice thereof by paying off or bonding the lien. If Tenant fails to so release or bond off the lien, Landlord shall have the option to do the same and Tenant shall reimburse the Landlord for the cost thereof, together with an administrative fee of eight percent (8%). Nothing herein shall be deemed consent for the filing of any such liens.

D. Upon the expiration or termination of the Term, all Alterations that Tenant has not removed or is not otherwise required to remove, shall be surrendered to Landlord with the Leased Premises and shall become Landlord's property automatically.

E. All of Tenant's Work shall be performed diligently and in a manner as to minimize interference with the use of the common areas by other tenants of the Project.

11. Tenant's Personal Property.

A. Tenant shall be responsible for any taxes on Tenant's Personal Property, to the extent taxes are assessed against the same. Unless Landlord requests that property on the fields which is necessary for their proper operation (e.g., goal posts and spectator stands) remain and Tenant agrees, Tenant shall remove all of Tenant's personal property from the Leased Premises at the expiration or termination of this Lease and shall repair any damage caused by this removal. Any property belonging to Tenant or any other person that is left in the Premises after the date this Lease has expired or is terminated shall be deemed abandoned. In such event, Landlord may declare itself owner of such property or dispose of it in whatever manner Landlord considers appropriate and Tenant shall remain liable for the cost of the removal of such property.

12. Signs.

A. No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on the Premises without Landlord's prior consent. Unless otherwise explicitly stated herein, any and all permitted signs shall be installed and maintained by Tenant, at Tenant's sole expense.

13. Assignment and Subletting.

A. Tenant shall not, without Landlord's consent, which may be withheld in its sole discretion, in each instance, (i) assign or otherwise transfer this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant or its employees, agents and invitees, (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law or (iv) license the use of the Premises to any other party. Tenant shall not collaterally assign, mortgage, pledge, hypothecate or otherwise encumber this Lease or any of Tenant's rights hereunder. Landlord's consent to any assignment, transfer, or subletting shall not constitute a waiver or release of

Tenant from any provision of this Lease, nor shall the acceptance of rent from any such assignee, subtenant, licensee, or occupant constitute a waiver or release of Tenant from any such provision, and Landlord's consent may be conditioned upon receiving additional security, in the form of a guaranty or otherwise. Any assignment or subletting in violation of this Section shall be void at Landlord's option.

B. No transfer of this Lease, with our without Landlord's consent, shall operate to release Tenant from its obligations hereunder and Tenant shall at all times remain primarily liable under this Lease.

C. Landlord acknowledges that Tenant enters into seasonal agreements with sports leagues in order to schedule fields for recreational use, subject to the general supervision and rules and regulations of Tenant. Under these agreements, fields are "assigned" or designated to leagues for the leagues to determine which teams use the fields and when, provided such that usage complies with the terms of this Lease. Further, Tenant also issues permits to individuals and groups wishing to use Tenant facilities for recreational purposes, subject to general supervision and rules and regulations of Tenant and subject to the terms of this Lease. These arrangements shall not be deemed included within the terms of "assignment" or "sublease" as those terms are used in this Lease. Tenant may continue these practices with respect to the Leased Premises, as it does for its other facilities, without the specific prior approval of the Landlord. For purposes of clarification, users of the Leased Premises pursuant to the arrangements described in this Section 13.C. shall be deemed Tenant's invitees.

14. Insurance.

A. Tenant shall keep in full force and effect from the date hereof and at all times during the Term broad-form commercial general liability insurance with limits as are reasonably required by Landlord from time to time, but initially in an amount of \$3,000,000 for each occurrence and \$5,000,000 in the aggregate. Such insurance coverage shall extend beyond the Premises to portions of the common area of the Building used by Tenant, its employees, agents, contractors, guests, customers and invitees and shall include contractual liability coverage insuring Tenant's indemnities under this Lease.

Tenant shall carry an all-risk insurance policy covering all improvements on Premises and all of Tenant's Personal Property and Tenant's Work and Alterations for not less than the full insurable value and replacement cost thereof. All proceeds of such insurance shall be used solely to restore, repair or replace Tenant's Personal Property, Tenant's Work and Alterations. Tenant shall also carry worker's compensation insurance in statutorily mandated amounts and plate glass breakage insurance for the Premises.

B. All liability, property damage and other insurance policies carried by Tenant shall (i) be issued by insurance companies reasonably satisfactory to Landlord; (ii) designate, as additional insured's, Landlord, Landlord's managing agent, any Mortgagee and any other parties designated by Landlord; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; and (iv) provide for 30 days' prior written notice to Landlord of any expiration or cancellation of such policy. In addition, all property damage insurance policies shall contain a waiver of any right of recovery (by subrogation or

otherwise) by the insurance company against Landlord. Tenant shall deliver to Landlord insurance certificates evidencing the coverage required hereunder prior to entering the Premises for the performance of any Leasehold Improvements, and shall provide renewal certificates within thirty (30) days prior to expiration on an annual basis. If Tenant fails to provide such evidence of insurance as set forth herein, Landlord, at its option, may purchase any such insurance on Tenant's behalf and Tenant shall reimburse Landlord for the cost of the same, plus an eight percent (8%) administrative fee. Landlord reserves the right to require Tenant to obtain any other commercially reasonable insurance.

C. Each party hereby waives any right or cause of action for any loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, to the extent that such loss or damage is recovered under said insurance policies. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

D. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which may cause the cancellation of or will in any way increase the rate of any insurance on the Project. If an increase in the rate of any insurance is stated by the insurance company to be due to activity or equipment in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord promptly.

E. As provided in § 29.1-509(E), VA Code Ann., and as otherwise permitted by law, Tenant will indemnify and defend Landlord, its employees, agents, officers, members and Mortgagee and hold the same harmless from and against any and all claims, suits, actions, damages, losses, risks, liabilities and expense (including attorney's fees and costs) in connection with claims of third parties, loss of life, personal injury and/or damage to property occurring after the Commencement Date and for the remainder of the Term (i) occurring in or about the Leased Premises, except to the extent arising from the willful misconduct of Landlord, its agents, contractors or employees, (ii) arising from or out of any act or omission of Tenant, its agents, contractors, employees or invitees, (iii) Tenant's failure to comply with any laws, governmental rules or regulations, (iv) any damages or occurrence on the common areas of the project caused by or related to Tenant, its employees, agents, contractors, guests, customers and invitees, and/or (v) any other liability which may be imposed against Landlord as a result of Tenant's, or its invitees' usage of the Leased Premises.

15. *Liability of Landlord.*

A. Notwithstanding anything to the contrary in this Lease, (i) Landlord shall not be liable to Tenant for any loss or damage to property which is either covered by insurance or which Tenant is required to insure under this Lease, and (ii) any liability of Landlord to Tenant under this Lease shall be limited to direct damages and shall not include indirect, consequential,

incidental, or punitive damages, including any liability to Tenant for lost profits or interruption of business. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business.

B. Except for damages resulting from the gross negligence or willful misconduct of Landlord (unless Landlord is otherwise not liable in accordance with Section 15.A hereof), Landlord shall not be liable to Tenant, its employees, agents, contractors, customers, guests or invitees for any damage, compensation, claim or expense arising from (i) damage or loss to the property of Tenant or others located anywhere in the Project, or (ii) death, accident or injury to persons occurring anywhere in the Project, regardless of how caused. Landlord shall not be liable for any damage caused by other tenants of the Project, or persons on or about the Leased Premises or the Project, occupants of adjacent property, or the public, or caused from the construction of any private or public work.

C. There shall be no personal liability on the part of Landlord, any officers, directors, members, or partners of Landlord, or any Mortgagee with respect to any terms of this Lease. Tenant shall look solely to the equity of Landlord in the Project for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord or fault of Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's claims, or anyone claiming by or through Tenant. Upon the transfer of Landlord's interest in the Project, Landlord shall be released of all covenants and obligations of Landlord hereunder accruing after the transfer.

16. *Damage or Destruction.*

A. If the Leased Premises or any part thereof shall be damaged by fire or any other cause, Tenant shall give prompt notice thereof to Landlord.

B. Tenant shall promptly restore, repair or rebuild any portion of the Leased Premises destroyed by fire or any other casualty and in no event shall Landlord be responsible for any such rebuilding, repair or restoration or the cost thereof. Such restoration shall be to the condition of the Leased Premises prior to the casualty, unless expressly agreed to by Landlord in writing. If such restoration work cannot be or is not in fact completed within three (3) months after the destruction, Landlord shall have the option to terminate this Lease by giving Tenant notice thereof and thereafter the Lease shall be deemed terminated, but any of Tenant's insurance proceeds for the Leased Premises shall be paid to Landlord. In the event of such termination, Rent will be apportioned as of the effective termination date.

17. *Condemnation.*

A. If the Leased Premises or any part thereof is taken or threatened to be taken by any governmental authority pursuant to the power of eminent domain, or by deed in lieu thereof, Tenant shall make no claim for compensation in the proceedings, and hereby assigns to Landlord any rights which Tenant may have to any portion of any condemnation award. This Lease shall terminate as to the portion of the Leased Premises actually taken by the condemning authority as

of the date title vests in such governmental authority. The foregoing notwithstanding, as long as Landlord's award is not thereby reduced, Tenant shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for its relocation expenses and for Tenant's Personal Property, but only if such awards are in addition to, and stated separately from, the award made for the Project or part thereof so taken. In no event shall Tenant be entitled to any award for the unexpired portion of the Term.

B. If the extent of any proposed condemnation affecting the Project is such that Landlord elects to demolish all or a portion of the Building, then Landlord may terminate this Lease by giving at least 60 days' notice of termination to Tenant at any time after such condemnation. This Lease shall terminate on the date specified in such notice, and Rent shall be adjusted to such date.

18. *Default; Landlord's Remedies.*

A. Any of the following occurrences or acts shall constitute an event of default ("Event of Default") under this Lease:

(i) Tenant fails to pay any Rent within ten (10) days after the date when the same becomes due and payable. Notwithstanding the foregoing, if Tenant fails on two (2) occasions during any Lease Year to make any payment of Rent before the expiration of the ten (10) day period provided herein, such ten (10) day period shall not be applicable to any subsequent payment of Rent during such Lease Year and Tenant's failure during such period to pay any Rent on the date the same becomes due shall be an Event of Default.

(ii) Tenant fails to observe or perform any of the covenants, conditions and agreements of this Lease (except for payment of Rent) and such failure shall continue for ten (10) days after notice to Tenant of such failure; provided, however, that if such failure is not reasonably capable of being cured within such ten (10) day period, then the period in which Tenant may cure such failure shall be extended up to a total of thirty (30) days, provided Tenant promptly commences the cure and at all times is diligently pursuing the cure.

(iii) Tenant assigns this Lease or sublets the Leased Premises or any part thereof without obtaining Landlord's consent in accordance with the terms of this Lease.

B. If an Event of Default occurs, Landlord may terminate this Lease by notice to Tenant, whereupon this Lease shall end and all rights of Tenant hereunder shall expire and terminate and everything herein required on the part of Landlord to be done and performed shall cease, but Tenant shall remain liable for its rental obligations under this Lease for the six (6) months following such termination.

C. Nothing herein shall be deemed to deprive Landlord of right to access or take possession of the Leased Premises and to perform such actions as Tenant has failed to perform under this Lease, and in no event shall the same be deemed a waiver of any Event of Default herein, be deemed an eviction, or subject Landlord to any claim for damages or liability.

D. If Landlord terminates this Lease pursuant to this Section, Landlord may continue to bring suit to enforce collection of Deficiencies, and/or, at any time, in lieu of enforcing collection of future Deficiencies, recover from Tenant on demand, as liquidated final damages for Tenant's default, an amount equal to all Rent which would be payable under this Lease from the date of such demand for what would have been the unexpired Term but for such termination. Nothing herein shall limit Landlord's right to prove, and claim in full, unpaid Rent or any other amounts accrued before termination of this Lease.

E. To the extent permitted by law, Tenant hereby waives any rights that Tenant has under any Laws (i) to redeem the Leased Premises, (ii) to re-enter or repossess the Leased Premises, so long as Landlord otherwise complies with process of law to evict Tenant, (iii) to restore the operation of this Lease following any dispossession of Tenant by any court or judge, or (iv) to the benefit of any Law which exempts property from liability for debt.

F. Pursuit of any of the remedies set forth in this Lease shall not preclude Landlord from concurrently or separately pursuing any other remedies available herein or at law or in equity as often and in such order as Landlord determines, nor shall pursuit of any remedy by Landlord constitute a forfeiture or waiver of any Rent or of any damages by reason of Tenant's violation of this Lease. All rights and remedies available to Landlord herein and/or at law or in equity are cumulative.

G. If Tenant fails to pay any Rent within five days after the same becomes due and payable, Tenant shall pay a late charge equal to 5% of the past due Rent. In addition, any Rent which is not paid by Tenant within five days after the same becomes due and payable shall bear interest at the higher of (i) a rate equal to 2% above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its successor (or in the absence thereof of such similar rate reasonably designated by Landlord), accruing from the date such Rent became due and payable to the date of payment thereof; (ii) any interest (or penalty) accruing as a result of untimely payment of Real Estate Taxes by Landlord which occurs due to Tenant's late payment. The late charge and interest provided herein shall be due and payable to Landlord with payment of the delinquent Rent.

19. Rules and Regulations.

A. Tenant shall at all times comply with the rules and regulations established by Landlord and with any reasonable additions thereto and modifications thereof adopted from time to time by Landlord. The rules and regulations shall not conflict with the rights granted herein to Tenant or materially and unreasonably affect Tenant's intended use of the Leased Premises.

20. Subordination.

A. This Lease is subject and subordinate to the lien of any mortgages and to any ground leases, as well as any renewals, extensions, modifications, or refinancing's thereof; provided, however, that if a mortgagee or ground lessor requires this Lease to be superior to such mortgage or ground lease, Tenant shall execute and deliver, as directed by Landlord, any instruments required for such purpose.

B. This Section shall be self-operative and no further instruments of subordination need be required by any mortgagee or ground lessor. Nevertheless, if requested by Landlord or a mortgagee, Tenant shall, within ten (10) days after notice, execute and deliver any certificate or other document specified by Landlord or such mortgagee in confirmation of this subordination. If any proceedings are brought for the foreclosure of any such mortgage (or if a deed in lieu of foreclosure is delivered in connection therewith) or for the termination of any ground lease, Tenant, if requested by the purchaser at the foreclosure sale (or the grantee under the deed in lieu of foreclosure) or by the ground lessor, shall attorn to and recognize the purchaser (or grantee under the deed) or the ground lessor as Landlord under this Lease, and shall make all payments required hereunder to such new landlord without deduction or setoff. Tenant waives the provisions of any laws that may give Tenant a right to terminate or otherwise adversely affect this Lease if any such foreclosure, termination or other proceeding is prosecuted or a deed in lieu of foreclosure is delivered. Failure by Tenant to provide the requested confirmation of this subordination within the time period set forth above shall be deemed an Event of Default hereunder.

C. Tenant shall give any mortgagee, by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that before such notice Tenant has been notified in writing of such mortgagee's address (including, by delivery of an assignment of leases and rents or similar instrument). Tenant shall afford such mortgagee a period of 30 days beyond any period afforded to Landlord for the curing of such default, or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including commencement of foreclosure proceedings), before taking any action to terminate this Lease.

D. No mortgagee or successor to a mortgagee shall be (i) bound by any payment of Rent for more than one month in advance, (ii) bound by any amendment or modification of this Lease made without the consent of such mortgagee or successor, (iii) liable for damages for any breach of any prior landlord, (iv) bound to effect or pay for any construction for Tenant's occupancy, (v) subject to any offsets or defenses that Tenant has against any prior landlord, or (vi) liable to Tenant for any Security Deposit unless Landlord has actually delivered it to such mortgagee or successor.

E. If, in connection with obtaining any financing for the Project or in order to comply with any existing loan documents, any lender requests reasonable modifications of this Lease, Tenant shall not unreasonably withhold or delay the execution of an amendment to this Lease, provided such modifications do not increase Tenant's financial obligations hereunder or materially adversely affect Tenant's reasonable use and enjoyment of the Leased Premises.

21. *Estoppel Certificates; Financial Statements.*

A. Tenant shall, at any time within 10 days after Landlord's request, execute and deliver an estoppel certificate certifying the following: (i) whether this Lease is unmodified and in full force and effect (or if there has been a modification, that the Lease is in full force and effect as modified and setting forth such modifications); (ii) whether the Term has commenced; (iii) the amounts of Rent currently payable by Tenant; (iv) that no Rent (except the first installment thereof) has been paid more than 30 days in advance; (v) whether Tenant has

accepted possession of the Leased Premises; (vi) that Tenant has no knowledge of any then uncured defaults by Landlord under this Lease (or, if Tenant has such knowledge, specifying them in detail); and (vi-i) any other information reasonably requested by Landlord. Any present or future Mortgagee and/or purchaser of the Project may rely upon any such estoppel certificate. Failure to execute such estoppel certificate within the time period set forth above shall be deemed an Event of Default hereunder.

22. *Hold-Over.*

A. If Tenant shall not immediately surrender the Leased Premises on the last day of the Term, then Tenant shall, by virtue of this Lease, become a tenant at sufferance at a rental equal to twice the Rent (calculated on a monthly basis) due under this Lease, commencing said monthly tenancy with the first day after the end of the Term. Tenant, as a tenant at sufferance, shall be subject to all of the terms of this Lease as though the tenancy had originally been a monthly tenancy. During the holdover period, each party hereto shall give to the other at least 30 days' notice to quit the Leased Premises, except in the event of nonpayment of Rent when due, or the breach of any other covenant by Tenant, in which event Tenant shall not be entitled to any notice to quit. Notwithstanding the foregoing, if Landlord desires to regain possession of the Leased Premises promptly at the expiration of the Term, Landlord may re-enter and take possession of the Leased Premises by any legal action or process, and Landlord may recover direct or indirect, and/or consequential damages suffered as a result of Tenant's failure to vacate upon such expiration. For purposes of clarification, in the event Landlord and Tenant enter into an agreement upon the expiration of the Term for Tenant's continued occupancy of the Leased Premises after the Expiration Date, the terms of such agreement shall govern such occupancy and such occupancy shall not be considered a holdover tenancy.

23. *Quiet Enjoyment.*

A. Landlord warrants that it has the right to make this Lease for the Term. Landlord covenants that if Tenant pays the Rent, performs all of its obligations hereunder and observes all of the other provisions hereof, Tenant shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises, without interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms of this Lease.

24. *Parking.*

A. Tenant acknowledges that the only parking on the Landlord's property at 14550 John Marshall Highway available to Tenant is the lot on the Leased Premises.

B. Tenant agrees that it and its employees, contractors, and invitees shall observe reasonable safety precautions while using the parking area, and shall abide by all rules and regulations set forth by Landlord with regard to its use. Landlord does not assume any responsibility for any damage or loss to any vehicles parked in the parking area or to any personal property located within such vehicles, or for any injury sustained by any person in the parking area.

25. Rights Reserved by Landlord.

A. Landlord may enter the Leased Premises at reasonable hours to show them to prospective purchasers, Mortgagees or tenants, to inspect the Leased Premises, to make repairs, alterations or improvements, to service any systems thereon, to perform maintenance services which Tenant has failed to perform (provided that nothing herein shall be deemed to obligate Landlord to perform such services), and to post such notices as Landlord may deem appropriate. Landlord shall be permitted to post signage on the Leased Premises advising that the Leased Premises are private land and any usage thereof should be scheduled with Tenant. Landlord and its representatives may take such materials and equipment into the Leased Premises as needed to accomplish the purposes set forth in this Section. In an emergency, Landlord shall have access to the Leased Premises at any time without notice. In the event Landlord desires access to the Leased Premises for the purpose of performing work that benefits not the Leased Premises but the remainder of the Project and which is not otherwise required by laws or regulations, Landlord and Tenant shall work together in good faith to permit such access and to minimize any interference with Tenant’s usage of the Leased Premises. Except in respect of Landlord’s default of the provisions set forth herein, in no event shall Landlord be liable for any damages arising from Landlord’s, and/or its agent’s, access to the Leased Premises.

26. Miscellaneous.

A. **Notices.** All notices given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier or by certified mail, return receipt requested, postage prepaid. All such notices shall be addressed as follows:

If to Landlord: Haymarket Properties Group, LLC
P.O. Box 1202
Haymarket, VA 20168

If to Tenant: Prince William County Department of Parks and Recreation
Attn: Debbie Andrew
14420 Bristow Road
Manassas, VA 20112

Upon like written notice to the other party, either party may designate a new notice address. Notice shall be deemed given upon receipt or at the time delivery is refused.

All payments due from Tenant hereunder shall be made to the following address:
Haymarket Properties Group, LLC
P.O. Box 1202
Haymarket, VA 20168

B. **No Waiver.** All rights and remedies given herein and/or by law or in equity to Landlord are separate, distinct and cumulative, and no one of them, whether exercised by Landlord or not, shall be exclusive of any others. No failure of Landlord or Tenant to exercise

Attachment: 2- 14600 Washington_Proffer Condition Amendment-Final (4803 : Proffer Amendment Application - 14600 Washington Street)

any power given hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenant's right to demand compliance with the terms hereof. Landlord's receipt of any Rent with knowledge of a breach of this Lease, or Landlord's acceptance of partial payments or partial performance, shall not constitute a waiver of any such breach. No waiver by Landlord or Tenant of any provisions hereof shall be effective unless made in writing, and a waiver on one occasion shall not constitute a waiver on any other occasion.

C. **Merger and Modification.** This Lease is intended as the final expression of the parties' agreement and as a complete statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to determine the meaning of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified in writing.

D. **Intentionally Deleted**

E. **Force Majeure.** Except for Tenant's obligation to pay Rent, neither Tenant nor Landlord shall be required to perform any of its obligations under this Lease, nor be liable for loss or damage for failure to do so where such failure by the non-performing party arises from acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotion, acts of war, fire and casualty, legal requirements, shortages or inability to obtain materials or equipment, energy shortage, or other causes beyond the reasonable control of the non-performing party unless such loss or damage results from the willful misconduct or gross negligence of the non-performing party.

F. **Successors Bound.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns, subject to the restrictions contained in Section 13.

G. **Joint and Several Liability.** If this Lease is executed by more than one party as Tenant, the liability of such parties hereunder shall be joint and several.

H. **Severability.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

I. **Recordation.** Neither this Lease nor a memorandum hereof shall be recorded.

J. **Applicable Law.** This Lease shall be construed under the laws of the Commonwealth of Virginia.

K. **Captions.** The captions in this Lease are for convenience only and shall not affect the interpretation of the provisions hereof.

L. **No Construction Against Drafting Party.** This Lease has been freely negotiated by both parties and in any dispute over the interpretation or enforceability of this Lease, it shall be irrelevant which party drafted this Lease or any portion hereof.

M. **Interpretation.** “Include,” “includes,” and “including” mean considered as part of a larger group, and not limited to the items recited. “Shall” means is obligated to. “May” means “is permitted to.” The necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, as the case may be, shall in all cases be assumed as though in each case fully expressed. Except as otherwise provided in this Lease, “year” means a calendar year.

N. **Consents.** Unless otherwise provided in this Lease, whenever a party’s consent is required hereunder, such consent must be written and provided in advance. Whenever a party’s consent shall not be unreasonably withheld, it also shall not be unreasonably conditioned or delayed.

O. **No Partnership.** Landlord neither is nor shall, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise or joint venturer or a member of a joint enterprise with Tenant.

P. **Delivery of Lease.** The submission by Landlord of this Lease shall not be construed as an offer to lease. Landlord shall be bound only upon the execution of this Lease by an authorized officer and the delivery of such executed Lease to Tenant. Tenant hereby waives and is estopped from asserting any rights with respect to the Leased Premises or against Landlord which may arise from any alleged oral agreement; oral lease; any acts or expenditures (including without limitation the return of this Lease to Landlord executed by Tenant and the payment of any sums on account hereof) or series of same taken or made by Tenant in reliance on the anticipated execution hereof by Landlord; or any letter from Landlord or its attorneys sent prior to the execution and delivery hereof by Landlord as aforesaid; it being expressly understood and agreed that Tenant shall under no circumstances have any such rights until said execution and delivery hereof by Landlord.

Q. **Brokerage.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Lease. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

R. **Survival.** Any indemnification obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

S. **Lender Approval.** This lease shall be subject to the approval of Landlord’s lender, if any.

T. **Authority.** The individual executing this Lease on behalf of Tenant represents and warrants to Landlord that he or she has full authority to execute this Lease and obligate the entity hereunder and that all approvals necessary to enter into this Lease required by statute, regulation and/or the documents governing the Tenant have been obtained and shall be provided to Landlord upon request.

(signatures begin on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

HAYMARKET PROPERTIES GROUP, LLC
A Virginia limited liability company

WITNESS/ATTEST:

By: *Michael Marsden* (Seal)

Name: Michael J. Marsden

Title: Member

TENANT:

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA**

WITNESS/ATTEST:

By: *Cory A Stewart* (Seal)

Name: Cory A Stewart

Title: Chairman

[Corporate Seal]

APPROVED AS TO FORM
COUNTY ATTORNEY
Angela Moran
DATE: *8/22/2013*
Authorized by Res 13-469

EXHIBIT A
PREMISES



MOTION: CADDIGAN

**August 6, 2013
Regular Meeting
Res. No. 13-469**

SECOND: PRINCIPI

RE: APPROVE A LEASE AGREEMENT BETWEEN PRINCE WILLIAM COUNTY BOARD OF SUPERVISORS AND HAYMARKET PROPERTIES GROUP, LLC FOR THE RECREATIONAL FIELDS LOCATED AT 14550 JOHN MARSHALL HIGHWAY, HAYMARKET, VIRGINIA

ACTION: APPROVED

WHEREAS, Prince William County Schools has surplusd the real property at 14550 John Marshall Highway, Haymarket, Virginia formerly known as PACE West Alternative School; and

WHEREAS, Prince William County Department of Parks and Recreation has programmed the sports fields at PACE West for recreational purposes since 1989 under a Cooperative Agreement with Prince William County Schools; and

WHEREAS, Haymarket Properties Group, LLC is under contract to purchase said property at 14550 John Marshall Highway, Haymarket, Virginia; and

WHEREAS, the County and Haymarket Property Group, LLC both desire for the Department of Parks and Recreation to continue to program the sports fields at the former PACE West Alternative School location for recreational purposes; and

WHEREAS, a 10 year Lease Agreement has been prepared for the recreational fields and the associated parking area located at 14550 John Marshall Highway, Haymarket, Virginia; and

WHEREAS, the rent for the leased property is an amount equivalent to that portion of the real property tax assessed on an annual basis by the County which is attributable to the Leased Premises; and

WHEREAS, the Lease Agreement has been reviewed and approved by the County Attorney's Office;

NOW, THEREFORE, BE IT RESOLVED that Prince William Board of County Supervisors does hereby approve a lease agreement between Prince William County Board of Supervisors and Haymarket Properties Group, LLC for the recreational fields located at 14550 John Marshall Highway, Haymarket, Virginia in substantially the form attached hereto;

August 6, 2013
Regular Meeting
Res. No. 13-469
Page Two

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby authorize its Chairman to sign the lease agreement.

ATTACHMENT: Lease Agreement

Votes:

Ayes: Caddigan, Candland, Covington, Jenkins, May, Nohe, Principi, Stewart

Nays: None

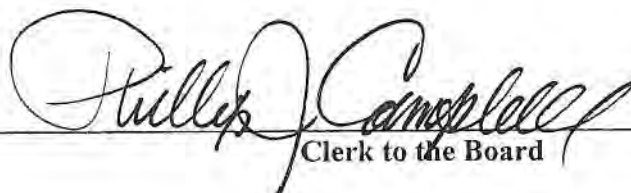
Absent from Vote: None

Absent from Meeting: None

For Information:

Parks and Recreation Director

ATTEST:


Clerk to the Board

- Check Appropriate Item(s):
- Amendment to Zoning Map
 - Zoning Text Amendment
 - Special Use
 - Variance
 - Appeal of Administrative Decision

Office Use Only:

Date Received: _____

Application Number: _____

Fees Received: _____

Part 1 – to be completed by **ALL** applicants

1-A Identification of Property – For zoning text amendments, this is the property in which the applicant has an interest, which will be affected by the text change. For all other applications, it is the land, which is covered by the application.

- 1) Number and Street: 14600 Washington Street (GPIN 7397-19-1734)
- 2) Present Zoning: B-1 3) Acres: 8.8353
- 4) Legal Description of Property (Omit for zoning text amendment) – Attach if necessary.
See attached Prince William County Tax Assessment Print Out

1-B Property – (Omit for zoning text amendments)

- 1) The deed restrictions, covenants, trust indentures, etc. on said property are as follows (or copy attached); if NONE, so state: 4.51 Acres proffered for recreational field use
- 2) a) Has this property or any part thereof ever been considered for Variance, Special Use, Appeal of Administrative Decision or Amendment to the Zoning District Map before?
 YES NO
- b) Date: Jan 31, 2017 c) Former Application No. BZA 2017-005
- d) What was the disposition of the case? Tabled and then applicant removed the height variance application.
- e) Former Applicant Name: _____
Former Address: _____
Former Phone: _____

1-C Identification of Applicant – All applicants must have standing (an interest in property that will be directly affected by requested action)

- 1) Applicant Information:
Name: Haymarket Properties Group, LLC
Address: 14600 Washington Street
Phone Number: 703-498-8650
- 2) Agent Information (if any):
Name: _____
Address: _____
Phone Number: _____
- 3) Owners of all property included in this application (omit for zoning text change):
Name: Haymarket Properties Group, LLC
Address: 14600 Washinton Street
Phone Number: 703-498-8650
Name: _____
Address: _____
Phone Number: _____

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number: _____

- 4) If applicant is a Land Trust or Partnership or if the subject property is owned or controlled by a Land Trust or Partnership, List name and interest of **ALL** Land Trust Beneficiaries or Partners and attach evidence that the person submitting the application on behalf of the Land Trust or Partnership is authorized to do so.

Trustee/Partner Name: _____

Address: _____

Phone Number: _____ Interest: _____

Beneficiary/Partner Name: _____

Address: _____

Phone Number: _____ Interest: _____

Beneficiary/Partner Name: _____

Address: _____

Phone Number: _____ Interest: _____

- 5) Does the applicant have a proprietary interest in the land or land improvements? YES NO (In the case of a zoning text amendment, this means at least one parcel of land is subject to the text change)

If YES, state interest and attach documentation: _____

If NO, state what interest otherwise qualifies the applicant to apply: _____

- 6) Names of the owners of improvement(s) on the property in this application if different from above: (Omit for zoning text amendment)

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number: _____

- 7) If the applicant is a corporation, attach the evidence that the person submitting the application on behalf of the corporation is authorized to do so.

See Authorization letter dated _____.

Part 2 – Complete **ONLY** portion(s) of Pages 3, 4 & 5 pertaining to your case. (as checked at top of Page 1)

2-A Rezoning – (Amendment to the zoning district map) – Applications for Amendments to the Zoning District Map are heard by the Planning Commission which makes a positive or negative recommendation to the Town Council. Only the Town Council has authority to grant or deny amendments to the Zoning District Map.

- 1) a) Existing Zoning: B-1 b) Proposed Zoning: B-1
 c) Existing Use: 4.51 Acres of recreational field use
 d) Proposed Use: Uses outlined within the B-1 district
- 2) a) The following are submitted with this application:
 Preliminary Site Plan Rendering or Perspective Other (GDP)
 b) Are there any land use intensity (LUI) requirements? YES NO
 c) Attach brief justifying this request. This brief should include an analysis of how the rezoning application is supportive or not supportive of relevant goals, objectives, policies or programs in the Comprehensive Plan. (Staff will assist.)

2-B Zoning Text Amendment – Applications for amendments to the zoning text are heard by the Planning Commission, which makes a recommendation to the Town Council. Only the Town Council has the authority to change the zoning text, which is done by passing an amendment to the Town Code.

- 1) What section(s) of the Town Code is proposed to be amended? _____
- 2) What is the nature of the proposed change? _____
- 3) Attach the exact language suggested by the application to be added, deleted, or changed in the Town Code.
- 4) Attach a written statement, which justifies the proposed change. The statement should also identify potential positive and negative impacts (if any) of the proposed change to the applicant's property, nearby properties, and the entire community if the application is approved or if it is denied.

2-C Special Use Request – Special Use requests are heard by the Planning Commission, which makes a positive or negative recommendation to the Town Council. Only the Town Council has the authority to grant or deny a Special Use.

- 1) Are development plans submitted with this application? (Staff member will explain.) YES NO
- 2) Parking Requirements:
 a) Proposed number of parking spaces to be provided: _____
 b) Number of parking spaces required by Town Code: _____
 c) Attach tabulation of total land area and percentage thereof designated for various uses
 d) Are there any land use intensity (LUI) requirements? YES NO
 If YES, attach data.
- 3) Estimated cost of proposed Special Use project:
 a) Land: \$_____ Improvements: \$_____
- 4) Submit a brief justifying the reasons for this request. This brief should include an analysis of how the rezoning application is supportive or not supportive of relevant goals, objectives, policies or programs in the Comprehensive Plan. (Staff will assist.)

2-D Variance Request – Variances are granted or denied by the Zoning Board of Appeals (ZBA). Reversal of ZBA decisions may be secured only through the judicial system.

- 1) a) All information required may be shown on one sheet if appropriate.
 b) Check characteristic(s) of the property preventing it from being used in accordance with the terms of the Town Code (Zoning Ordinance):
 Too Narrow Elevation Soil

- Too Small
 - Slope
 - Subsurface
 - Too Shallow
 - Shape
 - Other (Attach specifics)
- c) Attach a description and/or drawings of the item(s) checked, giving dimensions were appropriate.
- 2) Attach requirements for the appropriate zoning district from which relief is sought as described in the Town Code.
- 3) Attach a brief explanation how the above site zoning conditions prevent any reasonable use of the land under the terms of the Town Code (Zoning Ordinance).
- 4) a) To the best of your knowledge, can you affirm that the hardship described above was not created by an action of anyone having proprietary interest in the land after the zoning article or applicable part thereof became law? YES NO
 b) If NO, explain why the hardship should not be regarded as self-imposed (self-imposed hardships are not entitled to variance).
-
- c) Are the conditions on the property the result of other man-made changes (such as relocation of a road or highway, etc.)? YES NO
 d) If YES, attach descriptions and maps where appropriate.
 e) Do the above-described conditions of hardship for which this request for variance is filed apply only to this property? If YES, attach an explanation. YES NO
- 5) Which of the following modifications will allow a reasonable use of the land?
 Change in the setback requirements change in lot coverage requirements
 Change in height requirements change in area requirements
 Other (attach description)
- 6) a) Attach description of proposed use.
 b) Is proposed use permitted in the zoning district? YES NO
 c) Will the granting of a variance in the form requested be in harmony with the general purpose and intent of the zoning article and district statement of intent and not be injurious to the neighborhood or detrimental to the public welfare? YES NO
 d) Attach a brief elaborating on this last point.

2-E Appeal of Administrative Decision – Administrative decisions are reviewed by the Zoning Board of Appeals (ZBA). Such administrative decisions may be reversed or sustained by the ZBA. Reversal of ZBA decision may be secured only through the judicial system.

- 1) Date of administrative decision leading to this appeal: _____
- 2) Attach a brief, which specifically states the decision the administrative official made, the reasons given for the decision and specifically what you are herewith appealing. Elaborate on the reasons for this request, and why the Zoning Board of Appeals in your opinion should overrule the administrative official's decision.

Part 3 – To be completed by ALL applicants

AFFIDAVIT – This part of the application must be notarized. Do not sign until in the presence of a Notary Public.

1) To the best of my knowledge, I hereby affirm that all information in this application and any attached material and documents are true:

a) Signature of **applicant**: [Handwritten Signature]

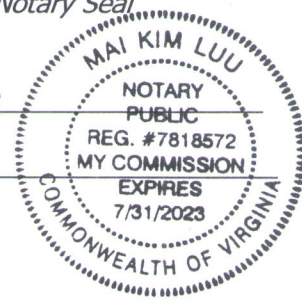
b) Signature of **agent** (if any): _____

c) Date: 7-27-2020

Notary Seal

2) a) Signed and sworn before me this: Mai K. Luu

b) Signature of **Notary**: [Handwritten Signature]



July 24, 2020

Attachment of Brief for Amendment to Zoning Map Application

Haymarket Properties Group, LLC (HPG) is the owner of 14600 Washington Street Haymarket, Virginia 20169 (GPIN 7397-19-1734) a contiguous 8.8353-acre parcel zoned B-1 on the eastern side of the Town of Haymarket. HPG is requesting a proffer condition amendment that will terminate any further recreational use of the 4.51 acres adjacent to the existing school building, as provided in the Deed of Lease dated August 13, 2013, between Haymarket Properties Group, LLC, and Board of County Supervisors of Prince William County, Virginia (attached hereto as Exhibit B, "Deed of Lease"), on the earlier of the date of any early termination, as provided in the Deed of Lease, or August 13, 2023. Until the Applicant terminates the recreational use, it will maintain the recreation fields pursuant to the requirements of the Deed of Lease. Thereafter the Applicant may either continue to maintain and make the 4.51 acres available for use or develop the Property consistent with the B-1 zoning regulations. HPG would not be changing the zoning of the acreage, it has been and will continue to be zoned B-1.

PROFFER STATEMENT

TO: Town of Haymarket

APPLICANT: QBE Global, LLC / Haymarket Properties Group, LLC ("Applicant")

RE: Zoning Map Amendment Application to rezone property located at 14550 John Marshall Highway, Haymarket, VA 20169, Parcel ID#: GPIN 7397-19-1734 ("Property"), +/- 8.8353 acres, from Residential District R-1 and Prince William County's Agricultural A-1 District to Town Center District B-1 (PACE West School Property)

DATE: August 1, 2013

Pursuant to Sections 15.2-2297 and 15.2-2303 of the Code of Virginia, the undersigned hereby proffers that in the event the Application for rezoning the subject Property from Residential District R-1 and Prince William County's Agricultural A-1 District to the Town Center District B-1 is granted by the Haymarket Town Council, Haymarket, Virginia, as requested, the use and development of the Property shall be in conformance with the below provisions. In the event the above referenced rezoning is not granted as applied for by the Applicant, or an order by the Circuit Court approving the Boundary Line Adjustment Agreement bringing the entirety of the Property within the Town corporate boundary is not entered within one year after the date of Town Council approval of the rezoning, this Proffer Statement and these proffers shall be automatically withdrawn and be null and void. The term "Applicant" as referenced herein shall include with its meaning all future owners and successors in interest.

Subject to the condition precedent above, the Applicant commits to the following provisions:

1. **Recreational Field Use** : Applicant will maintain and make available for recreational field use approximately 4.51 acres adjacent to the existing school building as illustrated on the attached Exhibit A. The recreation fields will be maintained for recreational field use by the Applicant from the date of approval of this proffer by the Haymarket Town Council so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement at a fair market price. Fair market price will be determined utilizing comparables for similar property within the Haymarket leasing market and not necessarily property within the Haymarket corporate boundary and in no event shall any discounted price being paid by the Board of County Supervisors of Prince William County, Virginia to the Applicant for the lease of the recreation fields by the Prince William County Department of Parks and Recreation be deemed fair market price. However, if for a period of one year following the termination of any lease agreement for use of the recreation fields, the Applicant does not enter into a commercially reasonable form of lease agreement at a fair market value with another party, public or private, the Applicant may thereafter either continue to maintain and make available for recreational field use or develop the Property consistent with the B-1 zoning regulations. The one year period shall begin on the date written notice from the Applicant is received by the Town of Haymarket stating no lease agreement for the recreation fields exists

In the event the Applicant decides to offer the Property for sale, the Town of Haymarket shall have the choice to exercise one or neither of the following options:

Proffer Statement
 14550 John Marshall Highway
 August 1 2013
 Page 2 of 3

- a. Have the right of first offer to purchase the entire Property at a price not to exceed fair market value. Notwithstanding the foregoing, Applicant hereby discloses that during the first five (5) years after Applicant acquires fee simple title to the Property, the Prince William County School Board has a right of first offer on the Property, and accordingly, during such five (5) year period the Town of Haymarket shall actually have a right of *second* offer with respect to the Property and the rights of Prince William County School Board shall remain superior. Applicant shall notify the Town of Haymarket at 15000 Washington St. Haymarket of its intent to offer the Property for sale along with the amount of the asking price (the "ROFO Notice"). The Town of Haymarket shall have forty-five (45) days after delivery of the ROFO Notice within which to notify Applicant of its intent to purchase the Property and a failure to provide a written response to Applicant shall be deemed a rejection by the Town of Haymarket to purchase the Property under this option a. The Town of Haymarket's rejection shall entitle Applicant to thereafter sell the property to any third party, provided that the purchase price at such sale is not less than the asking price set forth in Applicant's ROFO Notice.
- b. Have the option to enter into a commercially reasonable form of lease agreement with Applicant for continued use of the fields for recreational purposes for a period of not less than 5 years that will convey with the Property if a sale is consummated at a rent that is the lower of (i) fair market rental or (ii) \$5,000/month plus Common Area Maintenance (CAM), insurance and real estate taxes / Triple Net Lease (NNN). The Town of Haymarket shall have forty-five (45) days after delivery of the ROFO Notice within which to exercise this option b. and failure to timely respond to Applicant by written notice shall be deemed a rejection of exercise of this option b. Notwithstanding the foregoing, the Town of Haymarket shall only have this right pursuant to this subsection b. so long as the lease of the area set forth on Exhibit A between Applicant and the Board of County Supervisors of Prince William County, Virginia is not then in force and effect.

The options in a. and b. shall expire and be of no further force and effect in the event that (1) Prince William County School Board purchases the Property, or (2) the Town of Haymarket does not purchase the Property under option a. and the Property is thereafter sold to a third party, or (3) the Town of Haymarket exercises option b.

2. **Site Plan Improvements:** Applicant will submit a Final Site Plan for the Property by December 31, 2013 and thereafter diligently pursue approval of the Final Site Plan. Applicant will submit a work schedule for implementation of the Final Site Plan improvements within thirty days of the final site plan approval. Final Site Plan work will begin within six months of Final Site Plan approval and will be completed to the satisfaction of the Town within five years of Final Site Plan approval.
3. **Effective Date:** The effective date of the rezoning will coincide with the execution of an order by the Circuit Court approving the Boundary Line Adjustment Agreement bringing the entirety of the Property within the Town corporate boundary. If that order is not entered within one year after the date of Town Council approval of the rezoning, then this rezoning shall be void and of no effect. This provision supersedes § 58-12 of the Town Code dealing with temporary zoning of parcels added to the Town both as to the zoning of the parcel (which shall be B-1 upon entry into the Town) and as to planning commission preparation of a zoning plan, which shall be dispensed with as unnecessary.

Proffer Statement
14550 John Marshall Highway
August 1 2013
Page 3 of 3

- 4. **Sunset Clause for existing uses:** Applicant agrees that if at any time the lease agreement for use of the school building by Living Hope Church and/or Saint Paul's School is terminated or not renewed, any replacement tenant will comply with the then current zoning regulations.

I hereby proffer on behalf of QBE Global, LLC / Haymarket Properties Group, LLC, that the development and/or use of the subject Property of this application shall be in strict accordance with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the Town Council and the Applicant.

By  :
 Michael J. Marsden
 COO, QBE Global, LLC
 Managing Partner, Haymarket Properties Group, LLC

APPROVED:


 Mayor, Town of Haymarket

August 5, 2013
 Date

Attachment: 4- PACE 14600 Washington St. 08-05-2013 Proffer (4803 : Proffer Amendment Application - 14600 Washington Street)

QBE BUSINESS PARK GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

GENERAL NOTES:

1. THE PROPERTY SHOWN HEREON IS LOCATED ON GPIN 7397-19-1734 AND IS NOW IN THE NAME OF HAYMARKET PROPERTIES GROUP, LLC AS DOCUMENTED IN INSTRUMENT 201310110102175 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.
2. THE BOUNDARY AND IMPROVEMENTS FOUND HEREON ARE TAKEN FROM THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY RICE & ASSOCIATES DATED JUNE 2013 AND A CURRENT FIELD SURVEY BY BL SURVEY ARBORIST, LLC.
TOPOGRAPHIC INFORMATION DEPICTED HEREON IS TAKEN FROM THE FIELD SURVEY PERFORMED BY BL SURVEY ARBORIST, LLC AND DATED FEBRUARY 1, 2014. THE VERTICAL DATUM IS TAKEN FROM GPS COORDINATES.
3. THE SUBJECT PROPERTY CONSISTS OF APPROXIMATELY 8.84 ACRES AND IS CURRENTLY ZONED B-1 IN ACCORDANCE WITH THE TOWN OF HAYMARKET, VA ZONING ORDINANCE.
4. THERE ARE NO KNOWN CEMETERIES ON THE SUBJECT PROPERTY. FURTHER, THERE ARE NO KNOWN NATURAL, CULTURAL, OR HISTORIC RESOURCES, RPA'S, OR 100-YEAR FLOOD AREAS IDENTIFIED ON THE PRINCE WILLIAM COUNTY, VA ONLINE MAPPING SYSTEM.
5. THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP 51153C PANEL #00670 BEARING AN EFFECTIVE DATE OF JANUARY 5, 1995.
6. THE DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE APPROVAL CONDITIONS OF THE 2013 REZONING APPLICATION WITH THE TOWN OF HAYMARKET.
7. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HAYMARKET, PWCSA USM, AND/OR VIRGINIA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
8. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
9. THE PROPOSED USES WITHIN THE EXISTING BUILDING SHALL BE SERVED BY THE EXISTING PUBLIC WATER AND SEWER FACILITIES OWNED BY PWCSA AT NO COST TO THE TOWN OR COUNTY. THE ANTICIPATED SEWAGE FLOWS GENERATED BY SUBJECT DEVELOPMENT IS XXXX GPD.
10. STORMWATER MANAGEMENT AND BEST MANAGEMENT PRACTICES MEASURES WILL BE IMPLEMENTED WITH THE FINAL SITE PLAN PER THE LATEST VIRGINIA STORMWATER MANAGEMENT HANDBOOK (VSMH).
11. EXISTING WELLS AND SEPTIC SYSTEMS THAT WILL NOT BE USED SHALL BE ABANDONED IN ACCORDANCE WITH CURRENT PRINCE WILLIAM COUNTY HEALTH DEPARTMENT STANDARDS.
12. SITE LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF HAYMARKET ZONING ORDINANCE (SECTION 58-719).
13. LANDSCAPING AND BUFFERING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE XVI OF THE TOWN OF HAYMARKET ZONING ORDINANCE.
14. STREET TREES LOCATED IN RESIDENTIAL ZONING DISTRICTS SHALL BE LOCATED GENERALLY WITHIN 20 FEET OF THE PUBLIC RIGHT-OF-WAY (SECTION 58-723(c)).
15. THE PROPOSED USE AT THE STIPULATED LOCATION SHALL BE IN ACCORDANCE WITH THE OFFICIAL POLICIES OF AN ADOPTED COMPREHENSIVE PLAN, AND WITH ANY SPECIFIC ELEMENT OF SUCH PLAN.
16. THE PROPOSED USE SHALL BE IN ACCORDANCE WITH THE GENERAL PURPOSE AND INTENT OF THE APPLICABLE ZONING DISTRICT REQUIREMENTS.
17. THE PROPOSED USE SHALL NOT ADVERSELY AFFECT THE USE OR VALUES OF SURROUNDING PROPERTIES AND STRUCTURES.
18. THE PROPOSED USE SHALL NOT ADVERSELY AFFECT THE HEALTH, SAFETY OR GENERAL WELFARE OF PERSONS RESIDING OR WORKING IN THE NEIGHBORHOOD.
19. PEDESTRIAN AND VEHICULAR TRAFFIC GENERATED BY THE PROPOSED USE SHALL NOT BE HAZARDOUS OR CONFLICT WITH THE EXISTING AND ANTICIPATED TRAFFIC IN THE NEIGHBORHOOD.
20. UTILITY, DRAINAGE, PARKING, LOADING AND OTHER NECESSARY FACILITIES PROVIDED TO SERVE THE PROPOSED USE SHALL BE ADEQUATE.



VICINITY MAP
SCALE: 1" = 1000'

SHEET INDEX

NUMBER	DESCRIPTION
1	COVER SHEET
2	SITE TABULATIONS
3	EXISTING CONDITIONS
4	GENERAL DEVELOPMENT PLAN
5	GEOMETRIC LAYOUT

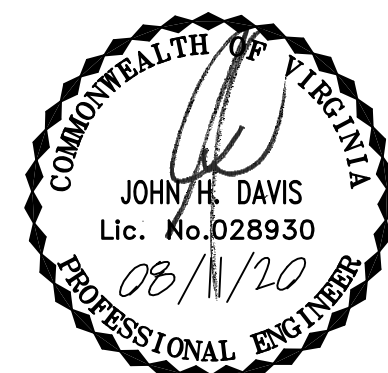
ENGINEER'S CERTIFICATE

I, JOHN H. DAVIS, A PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS SITE IS NOW IN THE NAME OF:

A.) HAYMARKET PROPERTIES GROUP LLC - GPIN 7397-19-1734.

AS RECORDED AS INSTRUMENT 201310110102175 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.
GIVEN UNDER MY HAND THIS **11th** DAY OF **AUGUST** 2020 .

[Signature]



OWNER/APPLICANT
HAYMARKET PROPERTIES GROUP, LLC
14600 WASHINGTON STREET, SUITE 137
HAYMARKET, VA 20169
Phone: (703) 498-8650

APPROVAL BLOCK

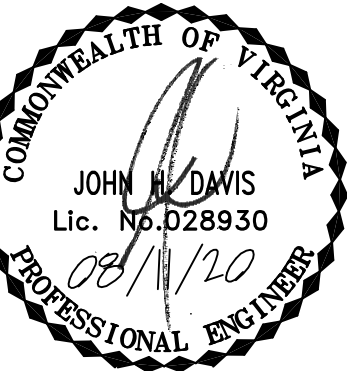
DIRECTOR OF PLANNING

DATE

REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (JD)	06-12-20
2	REV. PER TOWN COMMENTS (JD)	08-10-20

THE KDL GROUP LLC
P.O. BOX 809
HAYMARKET, VA 20168
PHONE 703 763-7592 FAX 703 763-7593
www.kdlgroup.com

COVER SHEET
QBE BUSINESS PARK
GENERAL DEVELOPMENT PLAN
TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA



SCALE: H)
V)
DATE: MAY 2020
CHECKED:
DRAWN: JHD
FILE NO: PRE-018-HAY
SHEET NO.
1 OF 5

SITE TABULATIONS

EXISTING ZONING: B-1 (TOWN CENTER DISTRICT)
 PROPOSED USE: MIXED-USE COMMERCIAL (BY-RIGHT)
 SITE AREA: 8.84 AC.

TAX MAP: GPIN 7397-19-1734

ZONING REQUIREMENTS (B-1 REQUIREMENTS PER CHAPTER 58 ARTICLE V)

REQUIRED

LOT SIZE: NO MINIMUM

FLOOR AREA RATIO (F.A.R.): NO MAXIMUM

MAXIMUM BUILDING LOT COVERAGE: 85% (PER SECTION 58-184)

MAXIMUM BUILDING HEIGHT: 4 STORIES BUT NOT OVER 50 FEET (PER SECTION 58-182)

YARD REQUIREMENTS: 10 FEET (FRONT)
 10 FEET (SIDE) ABUTTING A STREET RIGHT-OF-WAY
 25 FEET (SIDE) ABUTTING A RESIDENTIAL DISTRICT
 NONE ABUTTING SIMILAR COMMERCIAL USES
 10 FEET (REAR) ABUTTING A STREET RIGHT-OF-WAY
 25 FEET (REAR) ABUTTING A RESIDENTIAL DISTRICT
 NONE ABUTTING SIMILAR COMMERCIAL USES

LANDSCAPE REQUIREMENTS: 25 FEET LANDSCAPE BUFFER ADJACENT TO RESIDENTIAL USES
 10 FEET LANDSCAPE BUFFER ADJACENT TO COMMERCIAL USES (PER SECTION 58-179(B))
 LANDSCAPING, SCREENING, BUFFERING PER ARTICLE XVI

MINIMUM OFF-STREET PARKING: VARIES BY USE (PER SECTION 58-11)

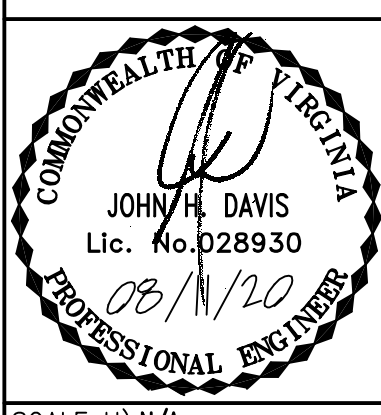
QBE BUSINESS PARK			
SITE TABULATIONS			
ZONING			B-1
PARCEL: GPIN 7397-19-1734			
GROSS SITE AREA	8.8353 AC (384,867 SF)		
		REQUIRED	PROVIDED
BUILDABLE LOT COVERAGE	85% (MAX.)		74.30%
BUILDING HEIGHT	4-STORIES (50' MAX.)		50' (MAX.)
FLOOR AREA RATIO	NO MAXIMUM		N/A
SETBACK/YARD REQUIREMENTS			
FRONT YARD	10'		10'
SIDE YARD	25' ABUTTING A RESIDENTIAL DISTRICT		25'
	0' ABUTTING SIMILAR COMMERCIAL USES		10'
REAR YARD	25' ABUTTING RESIDENTIAL DISTRICT		N/A (CORNER LOT)
	0' ABUTTING SIMILAR COMMERCIAL USES		
BUFFER YARD REQUIREMENTS			
COMMERCIAL	10' BUFFER YARD (OS)		10' BUFFER YARD (OS)
RESIDENTIAL	25' BUFFER YARD (TS)		25' BUFFER YARD (TS)
PARKING TABULATIONS			
PROPOSED USE	PARKING REQUIREMENTS	REQUIRED PARKING	PROPOSED PARKING
112,260 G.S.F. COMMERCIAL/RETAIL	1 SPACE PER 300 S.F.	374.20	
30 RESIDENTIAL (CONDOMINIUM)	1.5 SPACES PER D.U.	45.00	
TOTAL		419.20	378 SPACES (SURFACE PARKING) 31 SPACES (BLIGHT DRIVE) 42 SPACES (GARAGE PARKING) 451 SPACES (TOTAL) (INCLUDES 16 H.C. SPACES)
		LOADING SPACE REQUIREMENTS	REQUIRED LOADING SPACES
PROPOSED USE	LOADING SPACE REQUIREMENTS	REQUIRED LOADING SPACES	PROPOSED LOADING SPACES
112,260 G.S.F. COMMERCIAL/RETAIL	1/30,000 UP TO 70,000 SF PLUS 1/100,000 SF THEREAFTER	2.00	3
30 RESIDENTIAL (CONDOMINIUM)	NONE	0.00	0
TOTAL		2.00	3

NOTE: PROPOSED BUILDING LOT COVERAGE MAY CHANGE WITH FINAL SITE PLAN PROVIDED MAXIMUM BUILDING LOT COVERAGE REQUIREMENTS ARE STILL MET.

REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (JD)	06-12-20
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THE KDL GROUP LLC
 P.O. BOX 809
 HAYMARKET, VA 20168
 PHONE 703 763-7592 FAX 703 763-7593
 www.kdlgroup.com

SITE TABULATIONS
QBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN
 TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

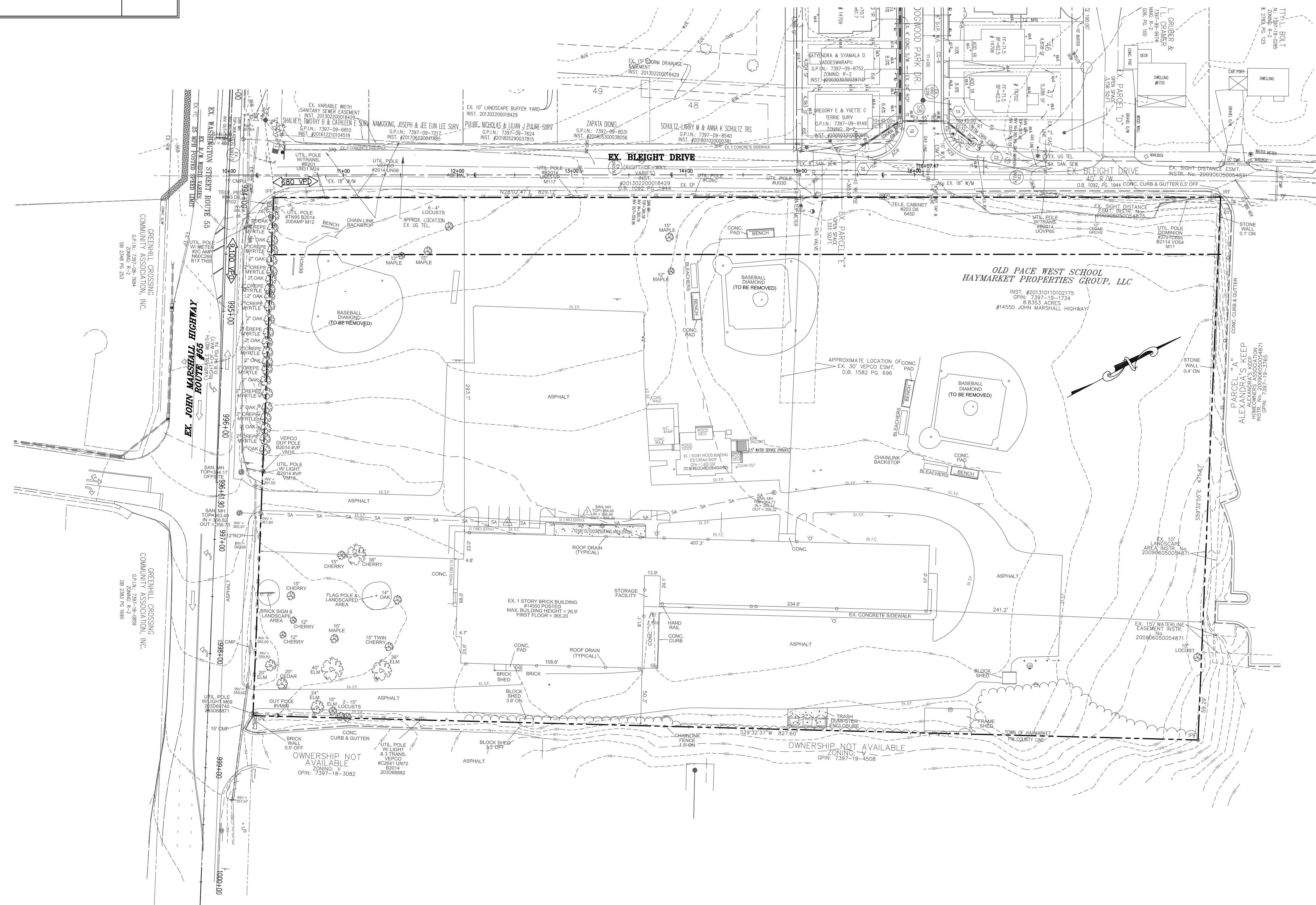


SCALE: H) N/A
 V) N/A
 DATE: MAY 2020
 CHECKED:
 DRAWN: JHD
 FILE NO: PRE-018-HAY
 SHEET NO.
 2 OF 5

DWG PATH: S:\PROJECTS\PACE WEST SCHOOL VENG\SKETCH PLAN\DELIVERABLES\GDP-02-TYPICAL SECTIONS.dwg

Attachment: QBE BUSINESS PARK GDP 08-11-20 (4803 : Proffer Amendment Application - 14600 Washington Street)

REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (J.D.)	06-12-20



SYMBOL LEGEND	
•	BOLLARD
⊕	CLEANOUT
⊞	COMMUNICATIONS HANDHOLE
⊞	ELECTRIC JUNCTION BOX
EM	ELECTRIC METER
GM	GAS METER
GV	GAS VALVE
GW	GUY POLE
GW	GUY WIRE
☆	LIGHT POLE
⊗	MONITORING WELL
⊙	POST
⊞	SANITARY MANHOLE
⊞	SIGN
⊞	TELEPHONE PEDESTAL / CABINET
⊞	UNKNOWN MANHOLE
⊞	UTILITY POLE
⊞	WATER METER
⊞	WATER WITNESS POST

ABBREVIATION LEGEND		CONTINUED	
CONC.	CONCRETE	IPF	IRON PIPE FOUND
CMP	CORRUGATED METAL PIPE	IRS	IRON ROD SET WITH CAP
D.B.	DEED BOOK	MON.	MONUMENT
ESMT.	EASEMENT	PG.	PAGE
EX.	EXISTING	TELE.	TELECOMMUNICATIONS
GI	GRATE INLET	TRANS.	TRANSFORMER
GPIN	GEOGRAPHIC PARCEL IDENT. #	UTIL.	UTILITY
INSTR. No.	INSTRUMENT NUMBER	W/	WITH



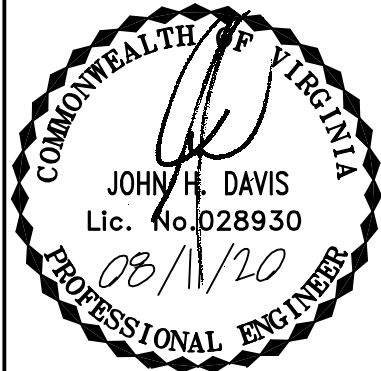
(IN FEET)
1 inch = 100 ft.

THE KDL GROUP LLC
P.O. BOX 609
HAYMARKET, VA 20168
PHONE 703 763-7592 FAX 703 763-7593
www.kdlgroup.com

EXISTING CONDITIONS
QBE BUSINESS PARK
GENERAL DEVELOPMENT PLAN

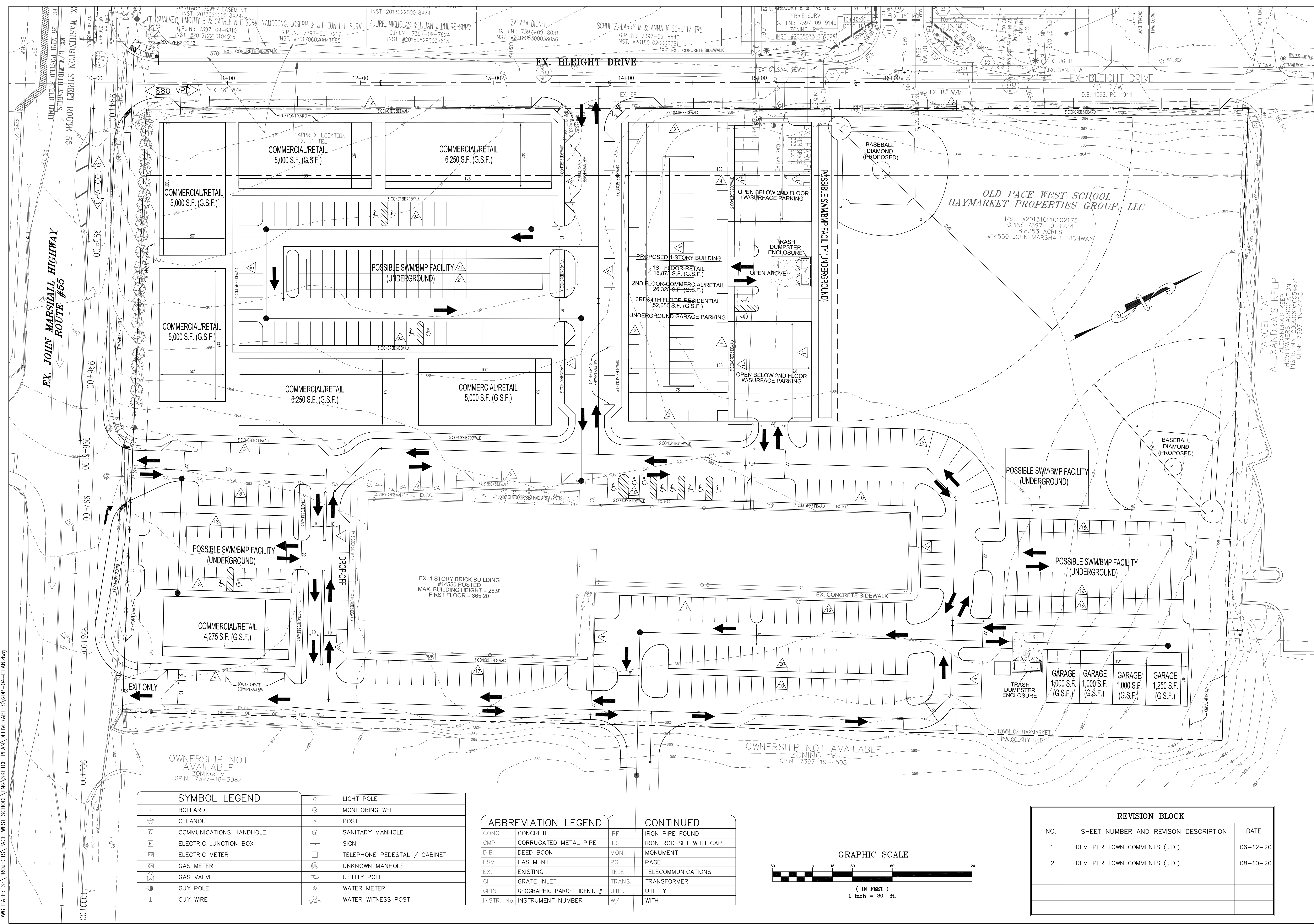
TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

Attachment: QBE BUSINESS PARK GDP 06-11-20 (4803 : Proter Amendment Application - 14600 Washington Street)



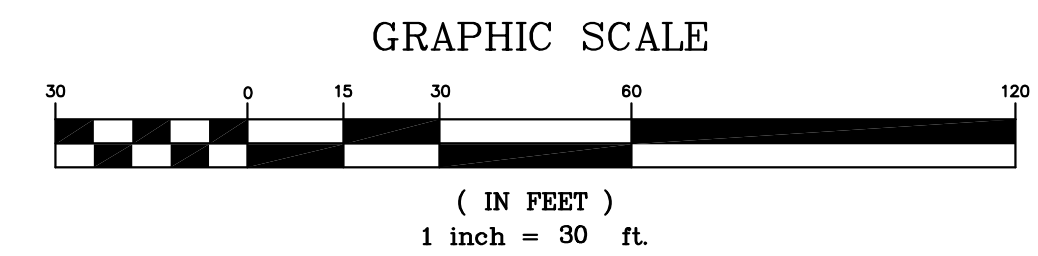
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V) N/A
DATE: MAY 2020
CHECKED:
DRAWN: JHD
FILE NO: PRE-018-HAY
SHEET NO.

3 OF 5

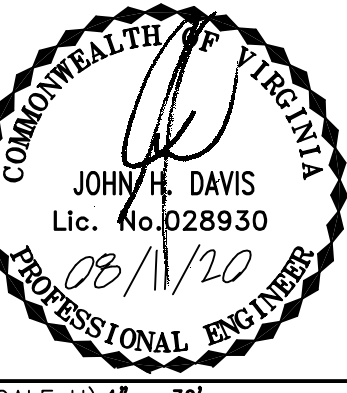


SYMBOL LEGEND	
•	BOLLARD
□	CLEANOUT
□	COMMUNICATIONS HANDHOLE
□	ELECTRIC JUNCTION BOX
⊞	ELECTRIC METER
⊞	GAS METER
⊞	GAS VALVE
⊞	GUY POLE
⊞	GUY WIRE
⊞	LIGHT POLE
⊞	MONITORING WELL
⊞	POST
⊞	SANITARY MANHOLE
⊞	SIGN
⊞	TELEPHONE PEDESTAL / CABINET
⊞	UNKNOWN MANHOLE
⊞	UTILITY POLE
⊞	WATER METER
⊞	WATER WITNESS POST

ABBREVIATION LEGEND		CONTINUED	
CONC.	CONCRETE	IPF	IRON PIPE FOUND
CMP	CORRUGATED METAL PIPE	IRS	IRON ROD SET WITH CAP
D.B.	DEED BOOK	MON.	MONUMENT
ESMT.	EASEMENT	PG.	PAGE
EX.	EXISTING	TELE.	TELECOMMUNICATIONS
GI	GRATE INLET	TRANS.	TRANSFORMER
GPIN	GEOGRAPHIC PARCEL IDENT. #	UTIL.	UTILITY
INSTR. No.	INSTRUMENT NUMBER	W/	WITH



REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
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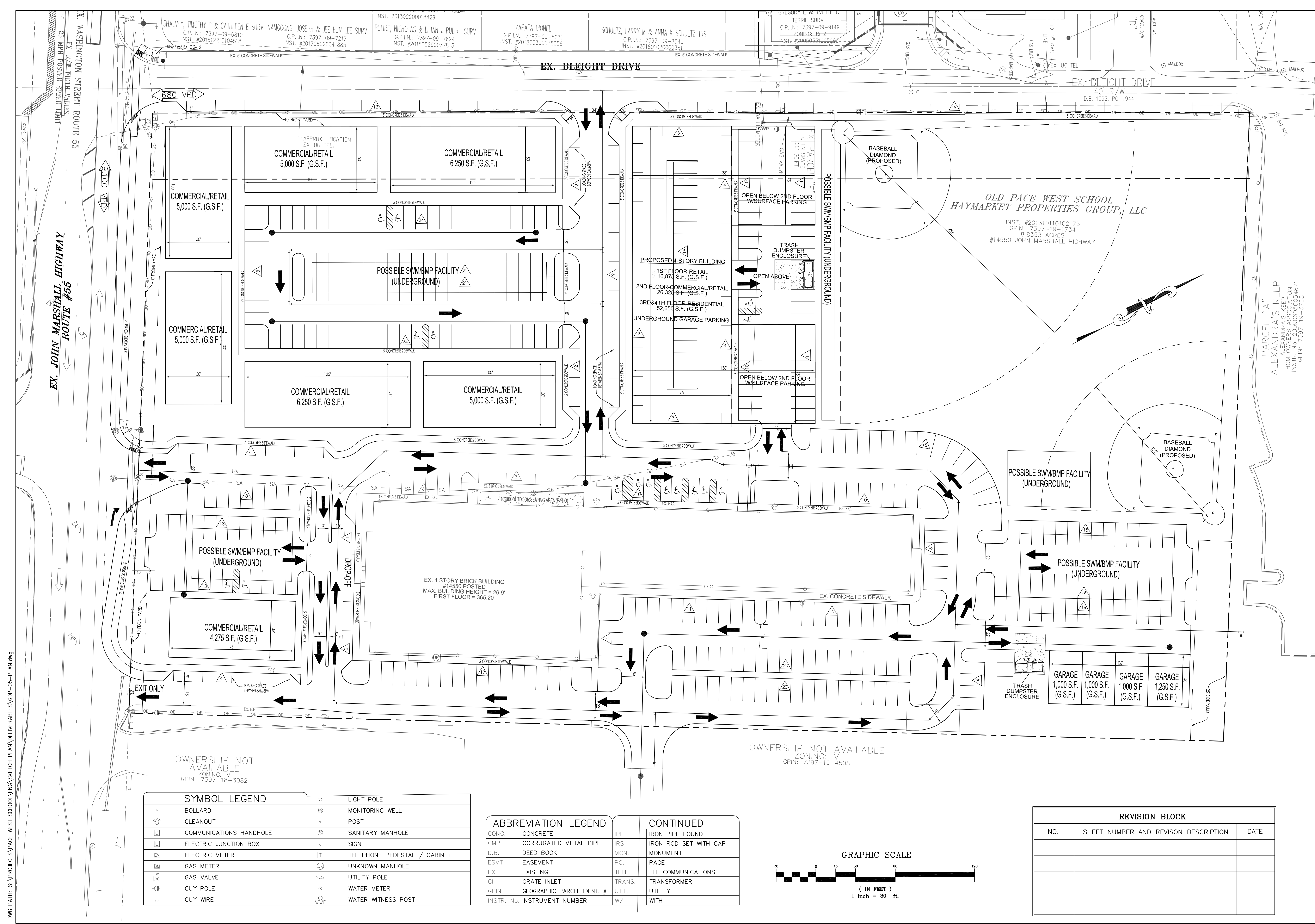
SCALE: H) 1" = 30'
 V) N/A
 DATE: MAY 2020
 CHECKED:
 DRAWN: JHD
 FILE NO: PRE-018-HAY
 SHEET NO.

THE KDL GROUP LLC
 P.O. BOX 609
 HAYMARKET, VA 20168
 PHONE 703 763-7592 FAX 703 763-7593
 www.kdlgroup.com

GENERAL DEVELOPMENT PLAN
OBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

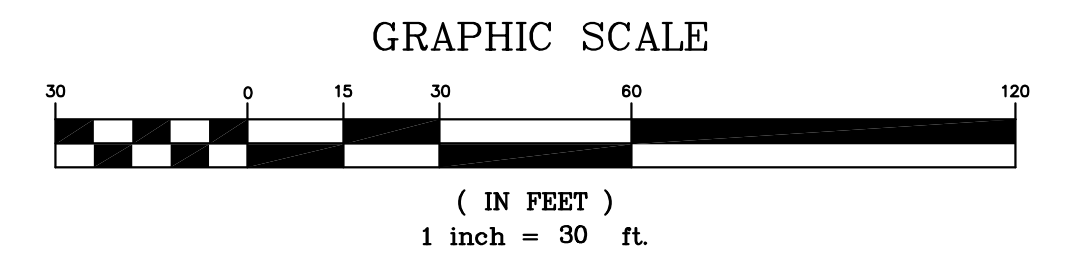
Attachment: OBE BUSINESS PARK GDP 08-11-20 (4803 : Proter Amendment Application - 14600 Washington Street)



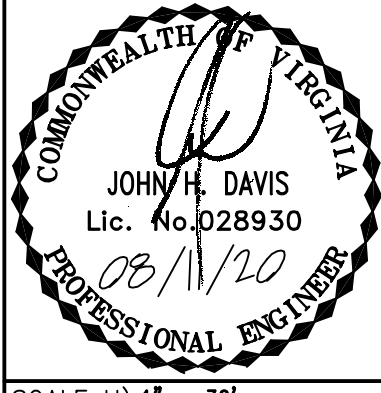
DWG PATH: S:\PROJECTS\PACE WEST SCHOOL VENG\SKETCH PLAN\DELIVERABLES\GDP-05-PLAN.dwg

SYMBOL LEGEND	
•	BOLLARD
□	CLEANOUT
□	COMMUNICATIONS HANDHOLE
□	ELECTRIC JUNCTION BOX
⊞	ELECTRIC METER
⊞	GAS METER
⊞	GAS VALVE
⊞	GUY POLE
⊞	GUY WIRE
⊞	LIGHT POLE
⊞	MONITORING WELL
⊞	POST
⊞	SANITARY MANHOLE
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ABBREVIATION LEGEND		CONTINUED	
CONC.	CONCRETE	IPF	IRON PIPE FOUND
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GPIN	GEOGRAPHIC PARCEL IDENT. #	UTIL.	UTILITY
INSTR. No.	INSTRUMENT NUMBER	W/	WITH



REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE



SCALE: H) 1" = 30'
 V) N/A
 DATE: MAY 2020
 CHECKED:
 DRAWN: JHD
 FILE NO: PRE-018-HAY
 SHEET NO.

THE KDL GROUP LLC
 P.O. BOX 609
 HAYMARKET, VA 20168
 PHONE 703 763-7592 FAX 703 763-7593
 www.kdlgroup.com

OB E BUSINESS PARK
 GENERAL DEVELOPMENT PLAN
 GEOMETRIC LAYOUT
 TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA
 Attachment: OB E BUSINESS PARK GDP 05-11-20 (4803 : Proter Amendment Application - 14600 Washington Street)

OLD PACE WEST SCHOOL
 HAYMARKET PROPERTIES GROUP, LLC
 INST. #201310110102175
 G.P.I.N.: 7397-19-1734
 8.8353 ACRES
 #14550 JOHN MARSHALL HIGHWAY

PARCEL "A"
 ALEXANDRA'S KEEP
 ALEXANDRA'S KEEP
 HOMEOWNERS ASSOCIATION
 INSTR. #201309030054571
 G.P.I.N.: 7397-19-3769

OWNERSHIP NOT AVAILABLE
 ZONING: V
 G.P.I.N.: 7397-19-4508

OWNERSHIP NOT AVAILABLE
 ZONING: V
 G.P.I.N.: 7397-18-3082

OWNERSHIP NOT AVAILABLE
 ZONING: V
 G.P.I.N.: 7397-18-3082



Caboose Trail

Track Ct

Gap Way

Gap Way

55

EX. JOHN MARSHALL HIGHWAY
ROUTE #55
SOUTH SIDE
SOUTH SIDE
SOUTH SIDE

EX. JOHN MARSHALL HIGHWAY
ROUTE #55

55

OWNERSHIP NOT AVAILABLE
#14550 JOHN MARSHALL HIGHWAY

Dogwood Park Ln

EX. BLEIGHT DRIVE
D.B. 1002, P.C. 1944

EX. BLEIGHT DRIVE
D.B. 1002, P.C. 1944

Bleight Dr

Alexandra's Keep Ln

66

OLD PACE WEST SCHOOL
HAYMARKET PROPERTIES GROUP, LLC
INST. #20110110102175
GRN. 7317-19-1734
8.4331 ACRES
#14550 JOHN MARSHALL HIGHWAY

BASEBALL DIAMOND
(PROPOSED)

BASEBALL DIAMOND
(PROPOSED)

OWNERSHIP NOT AVAILABLE



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Kimberly Henry
Town Clerk

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Kimberly Henry, Town Clerk
DATE: December 7, 2020
SUBJECT: Town Calendar of Meetings and Holidays

Background: The Haymarket Town Council sets the meeting schedule for the next calendar year at their December Regular Meeting. The 2021 calendar reflects 3 meetings that fall on State or Federal Holiday. The Town of Haymarket also follows the calendar of State observed holidays, which is listed below. The Town Staff is proposing the following dates for the Town Council Meeting schedule:

2021 Meeting Calendar:

Work Session

Monday, December 28, 2020
Monday, January 25, 2021
Monday, February 22, 2021
Monday, March 29, 2021
Monday, April 26, 2021
Tuesday, June 1, 2021
Monday, June 28, 2021
Monday, July 26, 2021
Monday, August 30, 2021
Monday, September 27, 2021
Monday, October 25, 2021
Monday, November 29, 2021
Monday, December 27, 2021

Regular Monthly Meetings

Monday, January 4, 2021
Monday, February 1, 2021
Monday, March 1, 2021
Monday, April 5, 2021
Monday, May 3, 2021
Monday, June 7, 2021
Tuesday, July 6, 2021
Monday, August 2, 2021
Tuesday, September 7, 2021
Monday, October 4, 2021
Monday, November 1, 2021
Monday, December 6, 2021

2021 Virginia State Holiday Calendar

- **January 1** - New Year's Day
- **January 18** - Martin Luther King, Jr. Day
- **February 15** - George Washington Day
- **May 31** - Memorial Day
- **June 18** - Juneteenth (Observed)

Attachment: 2021 meeting calendar memo final (4804 : 2021 Meeting Schedule)

- **July 5** - Independence Day (Observed)
- **September 6** - Labor Day
- **October 11** - Columbus Day
- **November 2** - Election Day
- **November 11** - Veterans Day
- **November 24** - Thanksgiving Holiday Close at Noon
- **November 25** - Thanksgiving Day
- **November 26** - Thanksgiving Holiday
- **December 23** - Christmas Holiday: additional holiday time
- **December 24** - Christmas Holiday (Observed)
- **December 31** - New Years (Observed)

Draft Motion:

1. *"I move the Town of Haymarket approve the 2021 Town Council Meeting Schedule as presented.*

Or Alternate Motion



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

ROBERTO GONZALEZ
Town Treasurer

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Roberto Gonzalez, Town Treasurer
DATE: November 25, 2020
SUBJECT: Town Residents Taxes towards Police Department

BACKGROUND:

Council in the last work session I was tasked to look into the how much of our Town resident's real estate taxes get distributed towards Public Safety specifically the Police department at County level and Town level.

In the Town's FY2021 budget, the Police department is 35% (\$ 876,013) of the overall Town budget (\$ 2,480,665).

In the County budget for FY2021, Public Safety is 21.05% (\$295,841,169) of the entire County Budget for FY2021. The Police department is 29.8% (\$113,382,946) of the Public Safety Budget. Below is a breakdown of how much of the Town's residents' taxes are distributed towards PWC Police and Town of Haymarket Police.

Town of Haymarket – 501 Residential Parcels

	<u>Town Police</u>	<u>County Police</u>	<u>Total</u>
Real Estate Avg.	\$ 479.47	\$ 4,339.82	\$ 4,819.29
Police Percentage	\$ 167.81	\$ 271.59	\$ 439.40

Town of Haymarket – 68 Commercial Parcels

	<u>Town Police</u>	<u>County Police</u>	<u>Total</u>
Real Estate Avg.	\$ 5,391.68	\$ 47,871.03	\$ 53,262.71
Police Percentage	\$ 1,887.09	\$ 2,995.77	\$ 4,882.86

Note the source of this data derives directly from Prince William County Assessment report for Town of Haymarket parcels.

Attachment: Memo to Council - Police 11.30.2020 (4806 : Police Officer Vacancy)

Town residents on average pay \$ 439.40 towards the Police budget for County services and Town Services. While the commercial property owners pay on average \$ 4,882.86 towards Police budget for County services and Town services.

November 2020 Mayor POV

Introduction

This started as an exercise for PD staffing requirements. As I dug deeper into understanding PD needs, other concerns became visible. I decided to grow this document to include them as I find things. Presently, here are the topics that need review:

1. PD Staffing review
2. Laney detail
3. Volunteering
4. PD Complaint Policy
5. Future



PD Staffing Review

With the resignation of Officer O'Neal, we need to determine if a replacement is needed. I wanted to stall an immediate hire so that a review could be made. Here is what I did on my own to help defend my stance that the position could be left vacant.

1. HPD Schedule Exercise

The question at hand is how many people on staff are needed to operate our police department? To evaluate this, let's make some assumptions:

- We have 5 Full time employees and 3 part time employees
- We need only one Patrol officer on duty at a time

Support coverage required (assuming a one-man patrol @ 24/7):

$$24 \times 7 = 168 \text{ hours}$$

How many Hours can our PD staff support (Assume 5 full-time @ 40 h/w and 3 part-time @ 24 h/w)?

$$(5 \times 40) + (3 \times 24) = 200 + 72 = 272$$

What does this mean in added coverage hours?

$$272 - 168 = 104$$

There are 104 surplus hours that we can use to support vacation/sick leave/court dates/etc. That is two full-time staff @ 40 h/w and one part-time staff @ 24 h/w (2 x 40 + 24 = 104 hours)

What if we need a full-time admin?

Just remove one of the surplus full-time staff from the pool. That leaves you with one full-time staff @ 40 h/w and one part-time staff @ 24 h/w.

What would a simple schedule look like?

Let's have one full-timer on vacation, a court date, two sick days, and Chief on admin:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Lands		08:00 – 18:00	08:00 – 18:00	08:00 – 18:00	08:00 – 18:00		
Shaver		06:00 – 14:00	Sick	06:00 – 14:00	06:00 – 14:00	06:00 – 14:00	
Davis		14:00 – 22:00	14:00 – 22:00	Court	14:00 – 22:00	14:00 – 22:00	
Burgoon		22:00 – 06:00	10:00 – 6:00	10:00 – 6:00	Sick	10:00 – 6:00	
Hood		Vacation	Vacation	Vacation	Vacation	Vacation	
Anderson	06:00 – 14:00		06:00 – 14:00				06:00 – 14:00
Nugent	14:00 – 22:00			14:00 – 22:00			14:00 – 22:00
Gregory	22:00 – 6:00				22:00 – 6:00		22:00 – 6:00

As you can see, the schedule was stressed, yet we did not have to pull Chief off admin detail, and no one worked over the hour limitation we set for our staff.

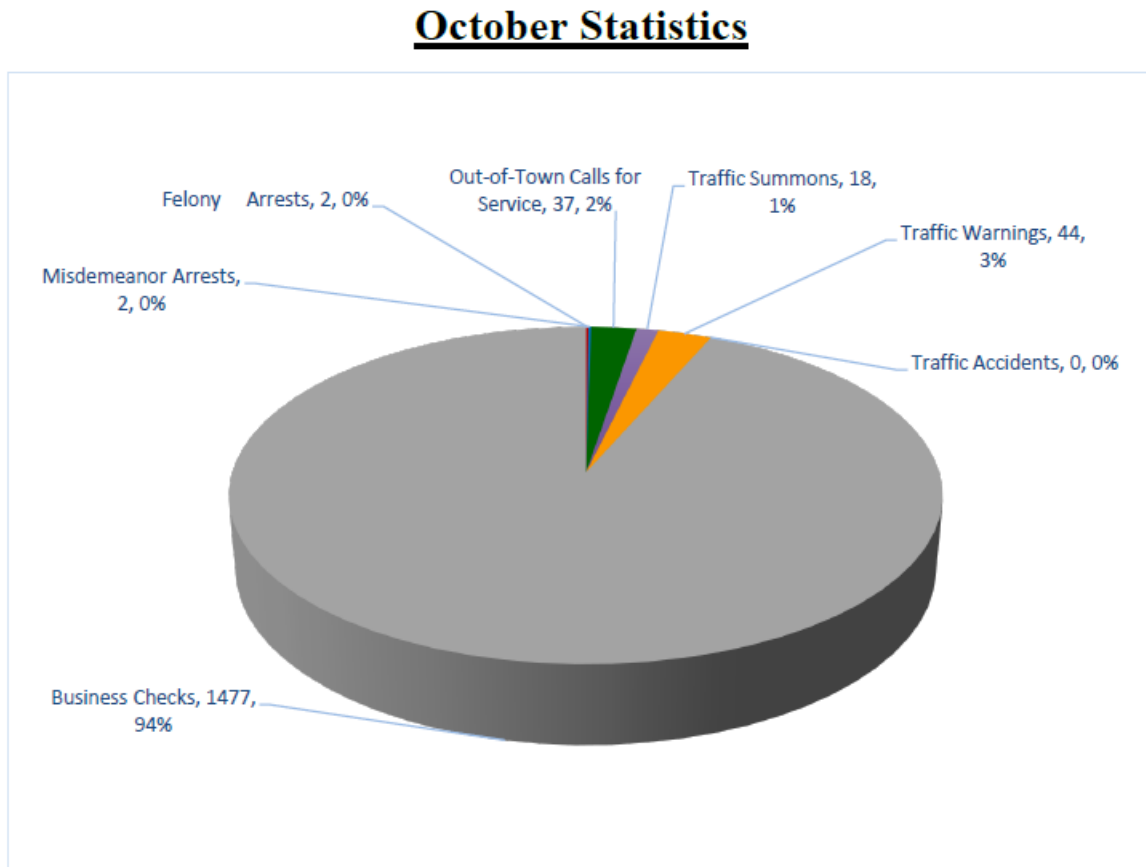
Observations and Questions:

During this Review/Exercise, these question/observations came up:

- When I requested to stall approval to hire. I said I need proof that this position is needed. I have not received anything. Is there any documentation you feel proves the need?
- Who set the staff count at 6 full time and how was this determined?
- Were part time staff on board when we had 6 full time staff in the beginning? If no, could this be why we have 6?

2. PO Activity Load Exercise

Another activity we need to look at is our police officer load. What if scheduling one PO per shift is not enough? Let's do a simple activity load exercise. The only data I have is from the Nov. 2 Police Chief report. Below is the pie chart I grabbed my numbers from.



My assumptions:

- Since the data is not time stamped, I am randomly spreading out the incidents as so:
 - Assume Felony's take 1.5 hours of time because of transport to PWC Jail. One happened on 10/9 @ 2200, the other 10/24 @ 0200
 - Assume Misdemeanors take .75 hours of time for Summons and release. Mark one on 10/15 @ 17:00 and the other on 10/18 @ 1300
 - Assume all other calls take .25 hours. We have $37 + 44 + 18 = 99$. On average that is a little more than 3 a day. Let's assume we have 6 good days of nothing happening and these 99 incidents occurring over 25 days (4

a day). Let's make 10/1, 8, 17, 22, 26, 31 good days and I will randomly scatter the incidents and double up on a few.

- Days to note:
 - 10/15 - doubled the misdemeanor with an "other" call
 - 10/5 and 10/23 - doubled 2 "other" calls twice to fill the 4 calls for these days
 - 10/2 and 10/12 - doubled 2 "other" calls once and used 2 "other calls to fill the 4 calls for these days
 - 10/20 will have only three other calls (to set the 99 call limit)
 - All other days scattered
- Color Key:
 - Regular activity, no unscheduled attention required
 - .5 hour or less of unscheduled attention required
 - .75 hours or less to above .5 hours of unscheduled attention required
 - Above .75 hours of unscheduled attention required

October Load Chart

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	3
00												.25																			
01							.25																								
02				.25												.25								1.0							
03									.25									.25						.5							
04						.25							.25																		
05			.25							.25					.25											.25					
06		.25					.25													.25							.25		.25		
07					.5																			.25							
08									.25							.25					.25							.25		.25	
09			.25										.25						.25											.25	
10						.25				.25					.25										.25		.25				
11			.25																							.25				.25	
12	.5					.25			.25									.25		.25		.5								.25	
13												.5												.25				.25			
14			.25													.25												.25			
15	.25					.25							.25							.25					.25					.25	
16										.25														.25			.25		.25		
17				.25	.5				.25													.25									
18							.25								1.0			.25										.25			
19												.25											.5								.25
20			.25							.25						.25				.25	.25				.25						
21						.25							.25		.25									.25							
22				.25					1.0																						
23									.5																						

Attachment: November 2020 Mayor POV (4806 : Police Officer Vacancy)

As you can see from the Load Chart there were three hours of concern and one hour to note for the month of October. If we look closely, we see that this was because of the Felonies and Misdemeanors we had this month; so, it would be understandable that these hours would show red flags. This is when we could look at our trending data to see if felony/misdemeanor activity is consistent. If not, no further analysis required.

Again, this was randomly sprayed. I would assume as we get data on this, we might find reduced activity between 2200 and 0600. Which once gathered may show we only need 16 hours of coverage during the week.... However, Covid lockdowns and outside inactivity may be influencing this and our mission statement may drive 24/7 coverage. That is something that would need to be discussed at Council level.

Observations and Questions:

During this Review/Exercise, these question/observations came up:

- 37 of the 99 other calls were out of town. That is a little more than 37% of the “other” calls
 - Were these dispatched from PWC?
 - Were they PWC backup requests?
 - How many calls did we request backup from PWC PD?
- How many of these calls were via PWC dispatch, via a duty phone request, self-initiated?
- Do we log time, date, and length of calls to chart as above?
- Do we do these types of exercises to understand our needs?

Laney Detail

In my review on whether to hire or not (scheduling and Load exercise), the Laney detail became visible. This raises concern because I don't understand the Fair Labor Standards Act, if we have a contract, our Insurance coverage restrictions, added Schedule load, or the breakdown of our required expenses (equipment fees, State/Fed/FICA tax withholdings) we end up paying to offer this service.

1. Added Schedule Load

PO Requirements

Derived from Purchase order PO-08210 CO 1 in November 2 Meeting Agenda Packet

Description – Security Services, Hours: 7pm-7am (Monday – Saturday). (12hrs). Sunday 7am – 7am Monday (24h)

$(12 \times 6) + (24 \times 1) = 96$ hours

Added schedule load in percentage for our staff to support off hour requirement.

$96 / 168 \times 100\% = 57.14\%$

2. Fair Labor Standards Act

After doing a little research on the internet, I found a PD exception to FLSA with qualifiers to make Off-Hour work separate pay. I will not go into it here. However, this does bring up the need that policies need to be put in place to handle off-hours opportunities (Officer willing to work forms, Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA)/Service Level Agreement (SLA) forms for the service, etc...)

3. Contract - to ID SLAs, responsibilities, commitments, etc..

I have not been able to determine if a contract exists. None has been produced for me to review at this time. I understand our schedule is king, but if I was paying for this service, I would expect priority service and no one pulled if unexpected town business occurred. This is unknown without SLAs/MOUs/MOAs.

4. Town Expense

I have not looked at the breakdown of income to expenses to support this, but I have a gut feeling we are contributing town funds to offer this service. Further research would be needed.

5. Insurance

With our Officers working on someone else's dime, how are they insured during this time? This raises great concern to me on two topics: the health and safety of our Officers - if they get hurt on detail but are not covered, they will be footing the medical bill; and the liability that could get levied on our town and the PO's themselves - no coverage infers large financial risk.

Observations and Questions:

During this Review these questions/observations came up:

- Who Championed this added work opportunity?
- Was it vetted by Council? Our Legal Consultant?
- Does a contract with Laney exist? Are SLA's/MOU/MOA topics addressed?
- Do we have off-hour work policies?
- Was this added workload considered when we determined to accept this responsibility? Stress on the schedule? Stress on the staff (Sleep/personal time)?

Volunteering

In my review of the Laney detail and the insurance liabilities recognized there, it raises the questions about if we have vetted volunteering and understand what tasks we can legally assign, eliminating risk to both parties.

Observations and Questions:

This raises these questions/observations:

- Are there volunteer policies in place?
- Are volunteers vetted before working?
- What access/privileges do volunteers have?
- Do our insurance policies cover them?

PD Complaint Policy

When I was campaigning, I got an email from Justin Purcell about a complaint he filed with the Town PD and he felt it was not taken seriously. I made note of that and wanted to address it once I settled in as Mayor. Then came the PWC council meeting where Aida Ifthikar mentioned a complaint she made to HPD escalating the need for me to review our PD complaint Policies and Procedures. Since the PD “hold office at the pleasure of the council” as quoted from our charter, it is the Mayor and council’s responsibility to know and understand this policy and procedures so when escalation is needed, we understand our role.

Observations and Questions:

This raises these questions/observations:

- Has council read these policies and understand their role?
- Do the policies need to be updated? Does the policy outline escalation? Penalty guidance? Etc?
- Are these readily available to the public? Is it easy for the public to find and are there instructions to help them lodge their complaint?

Future

With Del Web to the west, Lightner/Utterback development to the North, Virginia Crossing to the South, and John Marshall Commons to the East, PWC PD presence will become larger out here. I feel we need to start planning this to help benefit us. I think Chief will need to start collaborating with PWC PD and begin to develop a Five-year vision and build a plan to achieve this vision. Council will need to start thinking about this to guide Chief with this vision.

Observations and Questions:

This raises these questions/observations:

- What is our vision?
- Should we integrate our tools and processes to support better handoff between entities? (Dispatch, IPAWS, BOLO Alerts, ...)
- Would allowing them a presence in our town by offering them a desk in our station benefit us?



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

CHRISTOPHER S. COON
TOWN MANAGER

EMILY K. LOCKHART
TOWN PLANNER
ZONING ADMINISTRATOR

ROBERTO C. GONZALEZ
TOWN TREASURER

KIMBERLY A. HENRY
TOWN CLERK

TOWN MANAGER'S REPORT

Week of October 26 to 30, 2020

Administration

- Meetings
 - Held Meeting with Private Property Owners for potential purchase Mayor, Councilman Schneider, Martin, and Chris)
 - Held Town Council Work Session (Emily, Kim, Roberto, and Chris)
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Haymarket Hotel Venture (Vice-Mayor, Councilman Schneider, Emily, and Chris)
 - Met with Town Attorney (Chris)
 - Met Current IT Contractor for system updates (Chris)
 - Met with PWC IDA for CARES ACT Disbursement Agreement (Chris)
- New Items/Businesses
 - No New Business
 - Received Application for Planning Commission Vacant Seat
 - Researching information for Town Council Members
 - M&F Finalizing paving on Jefferson Street
 - Vouchers have been designed; Should be received and mailed late next week
 - Started process for Town Hall Server

Town Staff

- Prepared Town Council Regular Meeting Agenda
- Working with Auditors for Audit
- Worked on Private Property for Public Use Item
- Worked on Zoning Permits
- Sent Zoning Violations
- Researched Personnel Policies
- Posted Several updates on Social Media
- Started selling Town Ornaments
- Spoke with a Homeowner on Fayette Street for Landscape insight

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
10/30/2020	Prince William County Electoral Board	Election	\$ 5,534.68

Attachment: Manager's Report 102620 (4789 : Town Administration Report)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

CHRISTOPHER S. COON
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TOWN TREASURER

KIMBERLY A. HENRY
TOWN CLERK

TOWN MANAGER'S REPORT

Week of November 2 to 6, 2020

Administration

- Meetings
 - Held Town Council Regular Meeting (Emily, Kim, Roberto, and Chris)
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Met Current IT Contractor for system updates (Chris)
 - Met with Vice Mayor regarding Christmas Event (Emily)
 - Met with Project Manager for Haymarket Hotel Venture Project (Emily)
 - Met with PWC Tourism regarding advertising (Miles and Chris)
 - Met with DMV regarding DMV Select in Town Hall (Kim and Chris)
 - Met with Town Resident (Emily)
- New Items/Businesses
 - No New Business
 - Planning Commissioner took Oath; preparing e-mail and nameplate
 - Researching information for Town Council Members
 - Voucher and Letter to Residents sent to Town Residents
 - Updated Town Website (Minutes, FOIA, and Voucher Program)
 - Started process for Town Hall Server; received quote for Server
 - Received Thanksgiving donations for Food Pantry

Town Staff

- Working with Auditors for Audit; On-site November 7th and 8th
- Completed Private Property for Public Use Item
- Worked on Zoning Determination
- Researched Personnel Policies; requested information from VRSA
- Posted Several updates on Social Media
- Built Plastic Guards used at Meeting
- Stuffed vouchers for CARES ACT Program
- Updated Minute Book and Uploaded Approved Minutes to Website
- Started Preparing Agendas for PC and ARB
- Organized and took inventory of Town Ornaments

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
11/06/2020	Chemart Company	Ornaments	\$ 5,433.88

Attachment: Manager's Report 11220 (4789 : Town Administration Report)



Town of Haymarket
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TOWN PLANNER
ZONING ADMINISTRATOR

ROBERTO C. GONZALEZ
TOWN TREASURER

KIMBERLY A. HENRY
TOWN CLERK

TOWN MANAGER'S REPORT

Week of November 9 to 13, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Met with PWC Tourism regarding website and advertising (Miles and Chris)
 - Visited Town of Remington's DMV Select office in Town Hall (Kim and Chris)
 - Met with Video Production Agency regarding Town Businesses Video (Chris)
 - Met with Business Owner regarding building on property (Emily)
 - Met with two Business Owners regarding general questions (Roberto and Chris)

- New Items/Businesses
 - No New Business
 - Scheduled Home Inspections for Town Buildings for Tuesday November 17th
 - Researched information for Town Council Members
 - Answered questions about Vouchers from Town Residents and Businesses
 - Answered questions about Business Grants from Town Businesses
 - Updated Town Website (Voucher Program)
 - Completed Order for Town Server arrival in 2-3 weeks
 - VDOT Contractor will replace high visibility crosswalk for winter and replace with stamped asphalt in spring

Town Staff

- Auditors On-site November 10th and 12th
- Prepared and Posted Planning Commission and ARB Agendas
- Created Filer with Participating Businesses for Voucher Program
- Started Entering Real Estate Tax Payments
- Started Monthly Meeting Action Summaries
- Posted on Social Media (Voucher, Ornaments, and Agendas)

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
11/13/2020	Republic Services	Trash for November 2020	\$ 7,082.18
11/13/2020	Vanderpool, Frostick & Nis	Legal Fees for October 2020	\$ 6,933.21

Attachment: Manager's Report 11920 (4789 : Town Administration Report)



Town of Haymarket
15000 Washington Street, #100
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TOWN PLANNER
ZONING ADMINISTRATOR

ROBERTO C. GONZALEZ
TOWN TREASURER

KIMBERLY A. HENRY
TOWN CLERK

TOWN MANAGER'S REPORT

Week of November 16 to 20, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Held Planning Commission Meeting (Emily, Kim, and Chris)
 - Held ARB Meeting (Emily and Chris)
 - Met with Town Attorney (Chris)
 - Met with Auditor for Workers Compensation (Roberto)
 - Met with Video Production Agencies regarding Town Businesses Video (Chris)
 - Met with Business Owners regarding Shop Small Event (Emily and Chris)
 - Met with HPG regarding Proffer Amendment (Emily and Chris)
 - Worked on Town Wreaths preparation (Mayor, Councilman Pasanello, Weir, and Morris, Emily, Kim, Roberto, and Chris)
- New Items/Businesses
 - No New Business
 - Home Inspections for Town Museum and Park Building were Completed
 - Researched information for Town Council Members
 - Answered questions about Vouchers from Town Residents and Businesses
 - Answered questions about Business Grants from Town Businesses
 - Reviewed Business Grant Applications and Requested Missing Items
 - Updated Town Website (Voucher Program)
 - VDOT Contractor replaced high visibility crosswalk for winter
 - E-mailed Businesses about participating in a Business Video

Town Staff

- Held Planning Commission and ARB Meetings
- Received Passport Booklets for Shop Small Event
- Received Treetop Order for Outdoor Furniture
- Entered Real Estate Tax Payments
- Continued Work Monthly Meeting Action Summaries
- Posted on Social Media (Shop Small Event)

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
11/20/2020	Miles Friedman	CARES Act consultant	\$ 3,200.00
11/20/2020	WINC FM	CARES Act - Commercials	\$ 3,000.00

Attachment: Manager's Report 111620 (4789 : Town Administration Report)

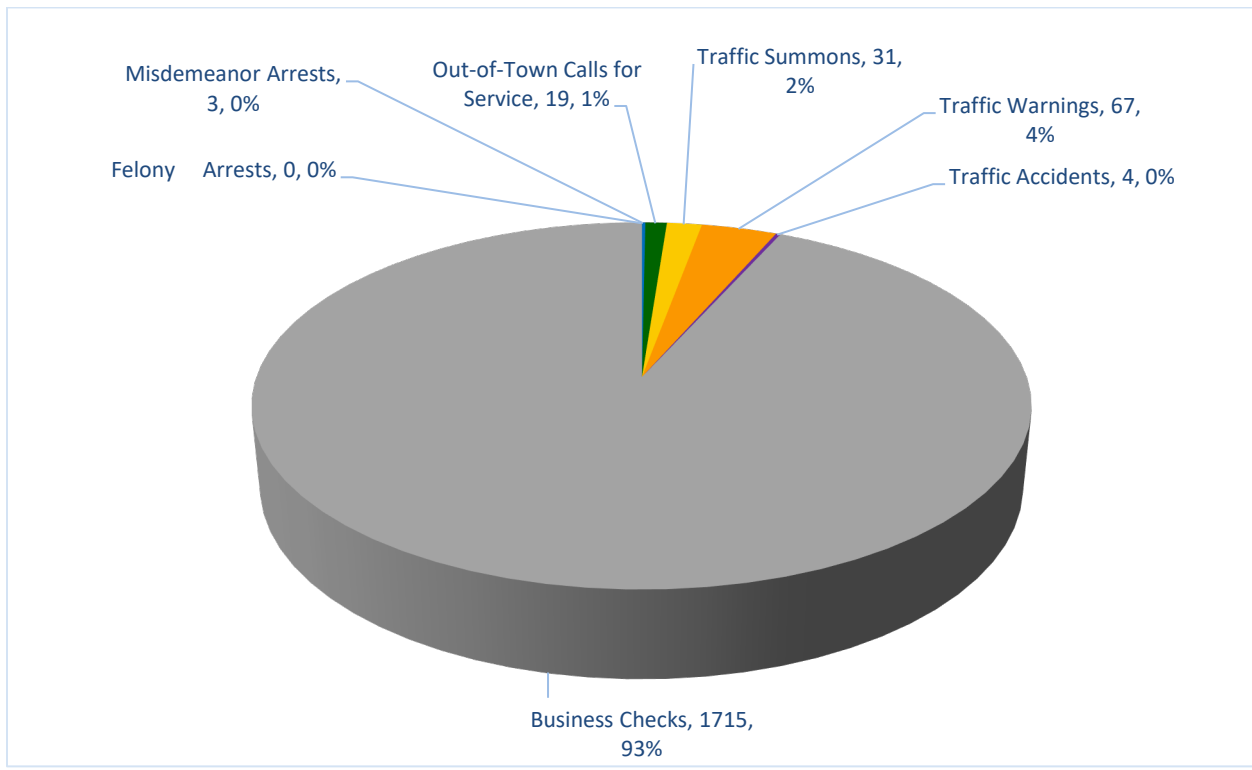


HAYMARKET POLICE DEPARTMENT



To: Mayor Luersen and Council Members
From: Chief Lands
Date: 11-20-2020
Subject: Monthly Report for November 2020

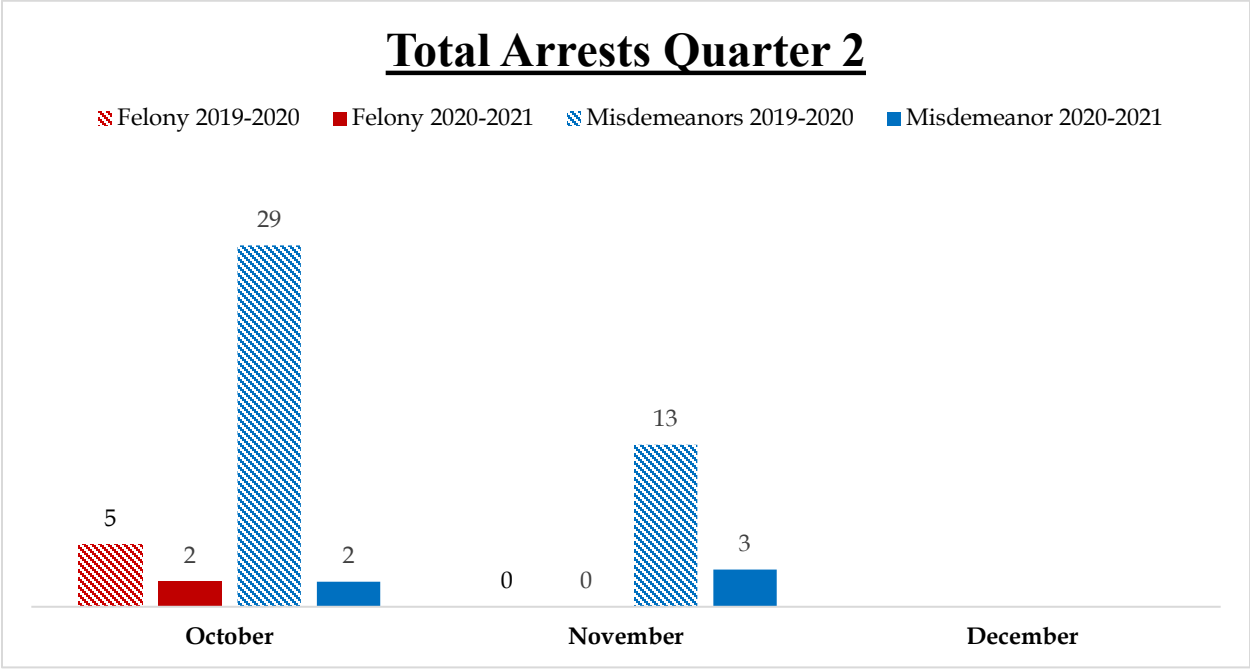
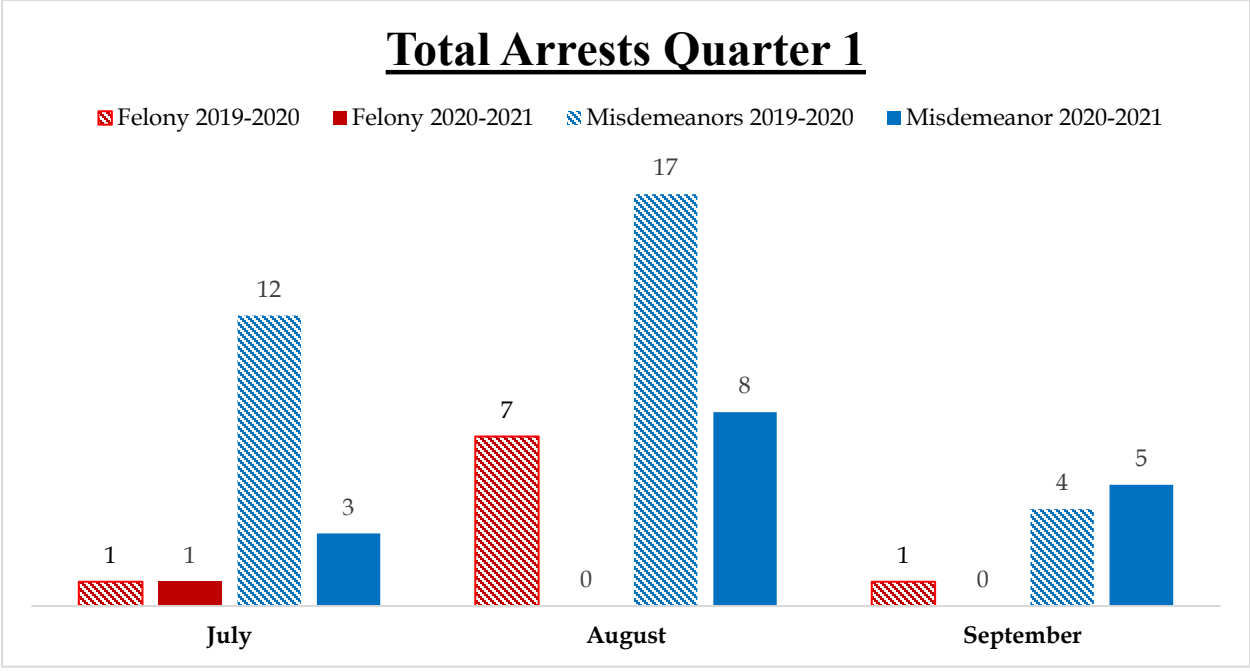
October Statistics



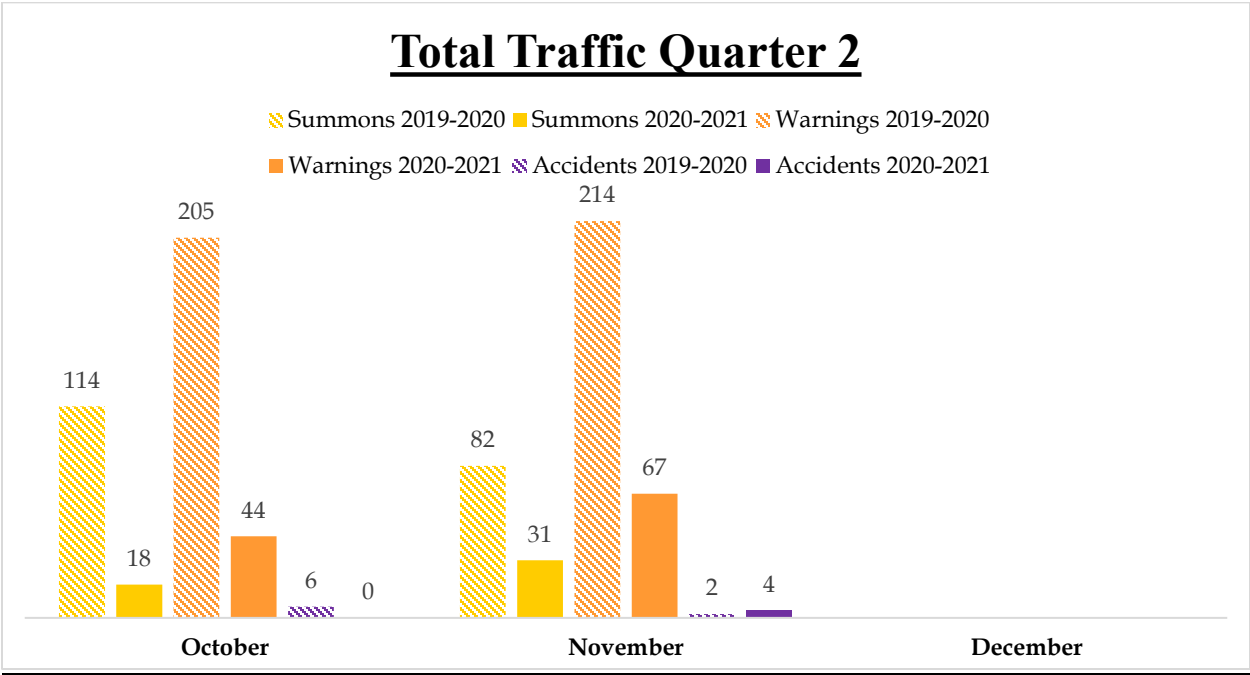
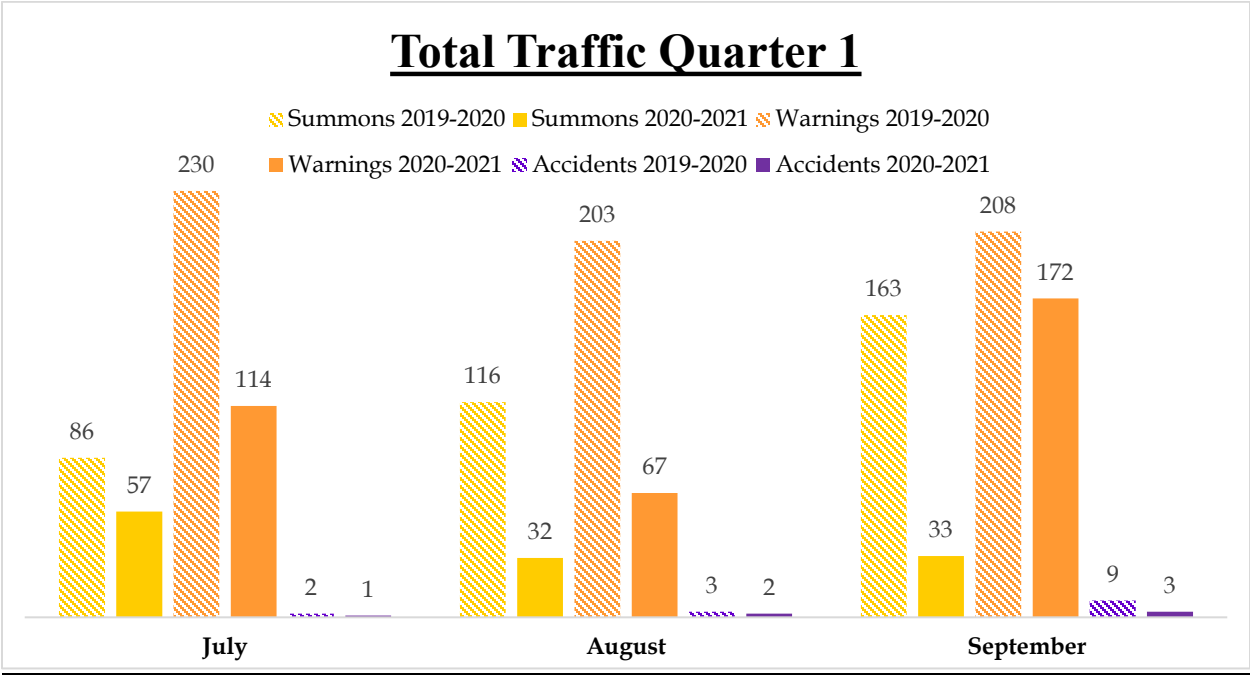
Points of Interests:

- Election Day
- Range Qualifications
- Crosswalk PSA Video

Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)

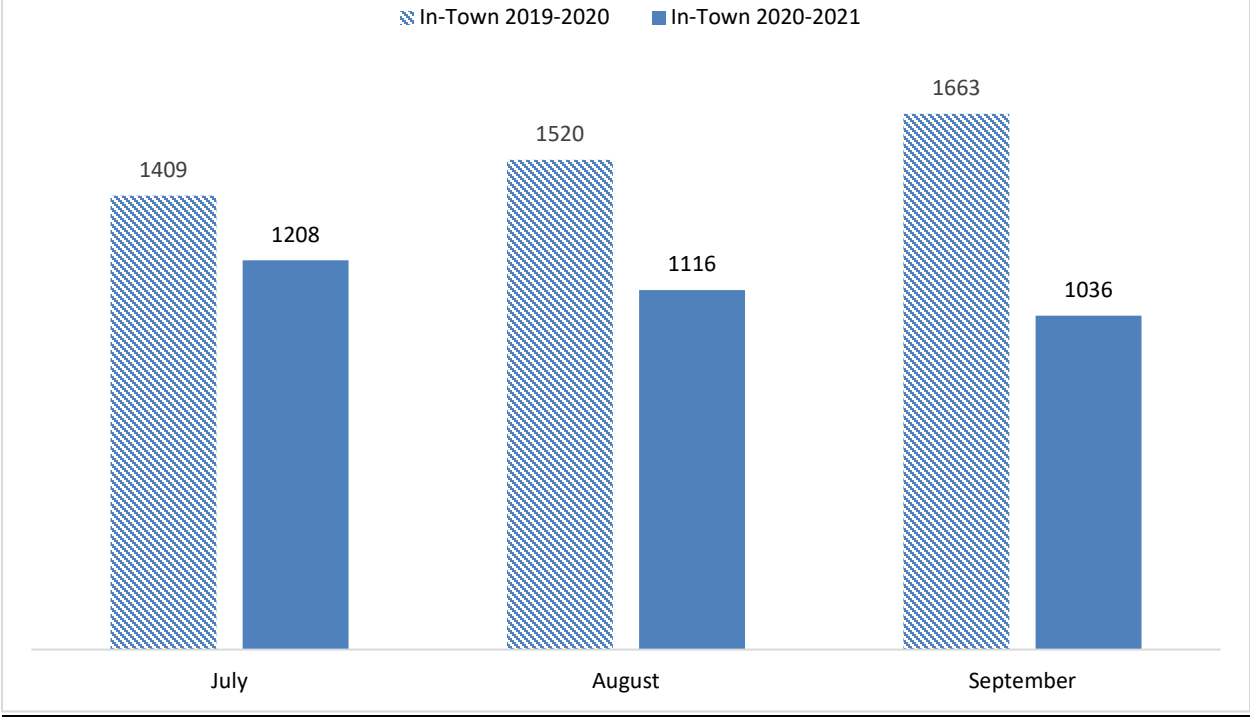


Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)

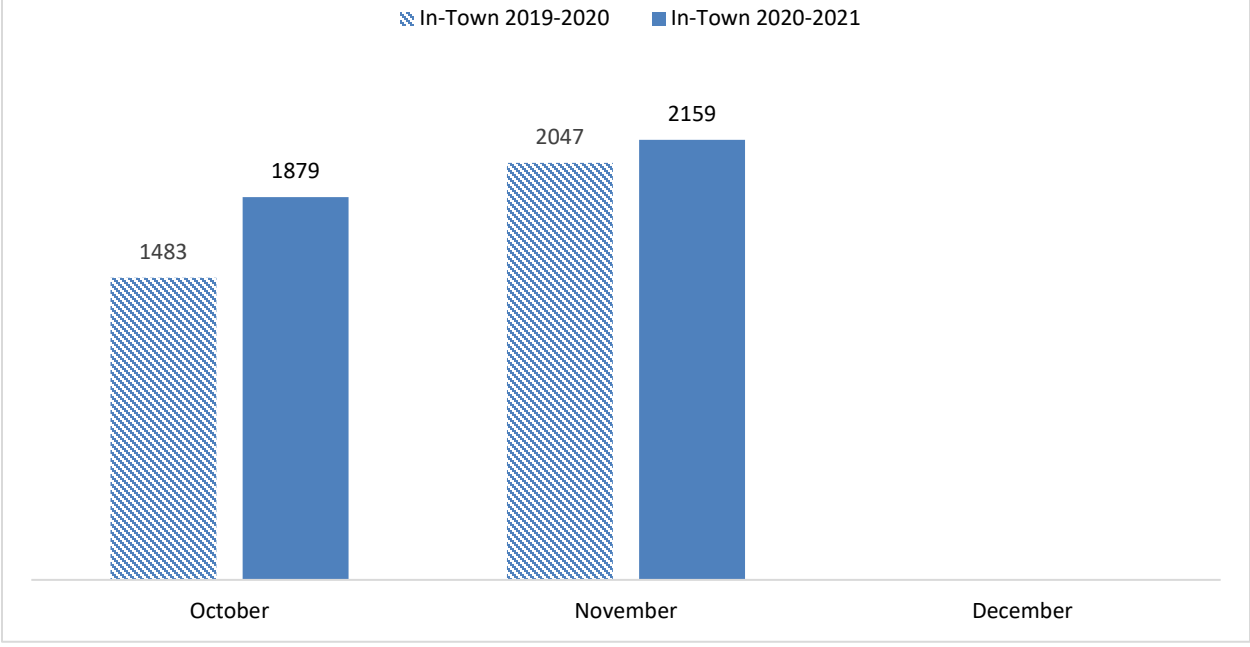


Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)

Total In-Town Calls for Service Quarter 1

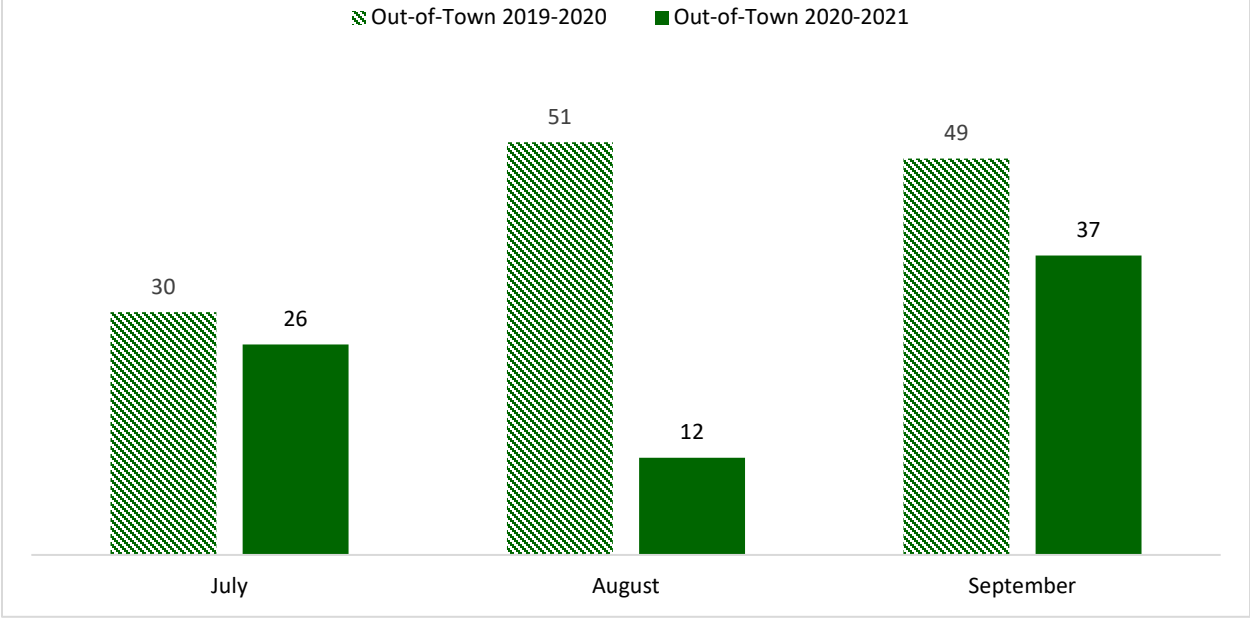


Total In-Town Calls for Service Quarter 2

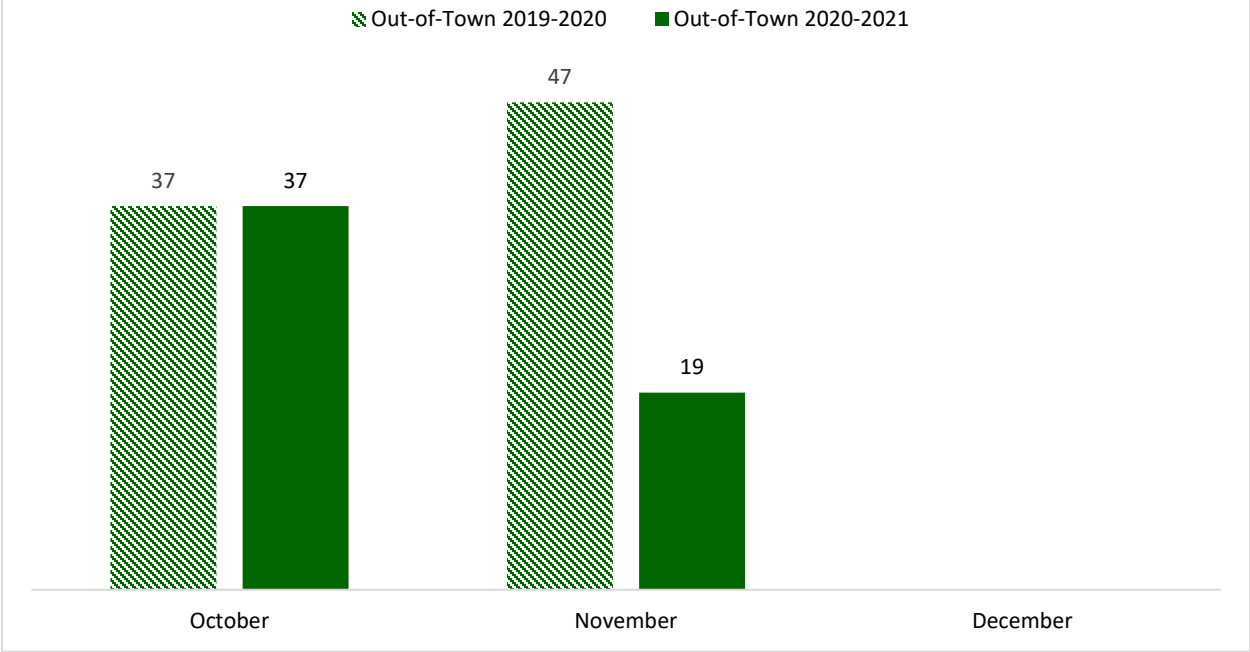


Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)

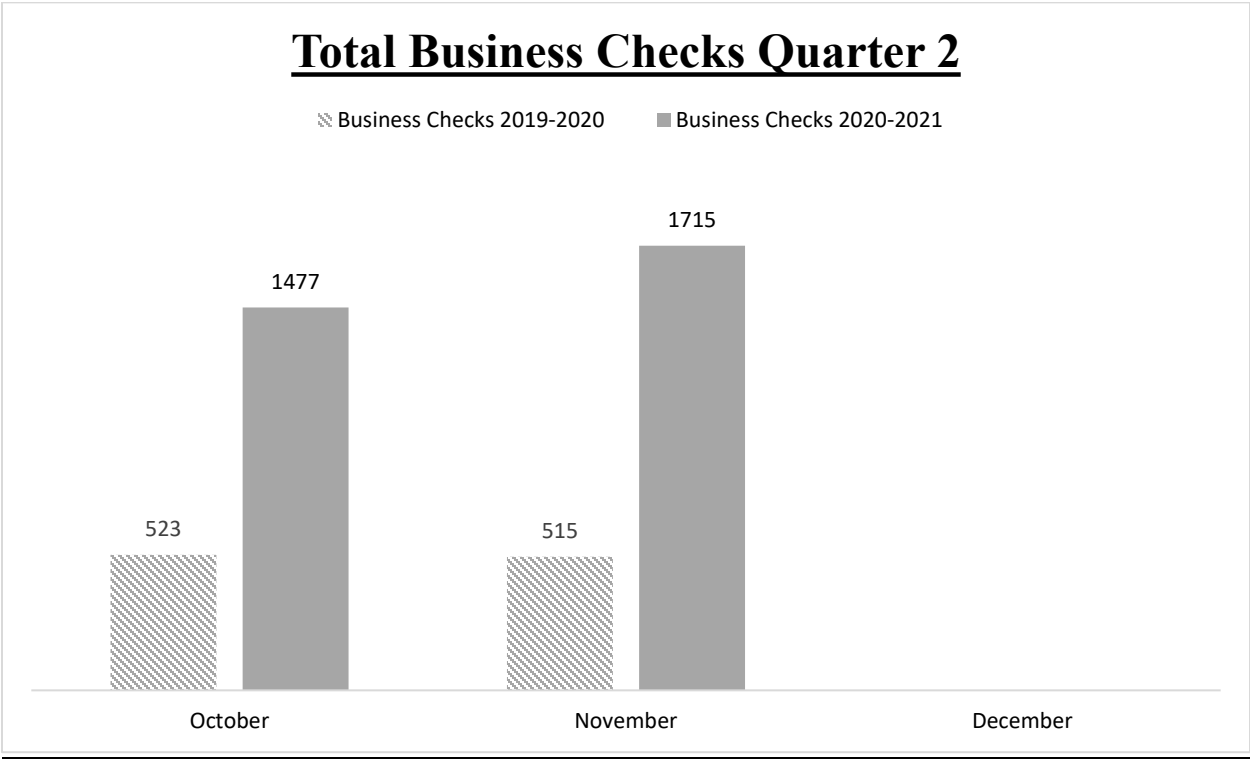
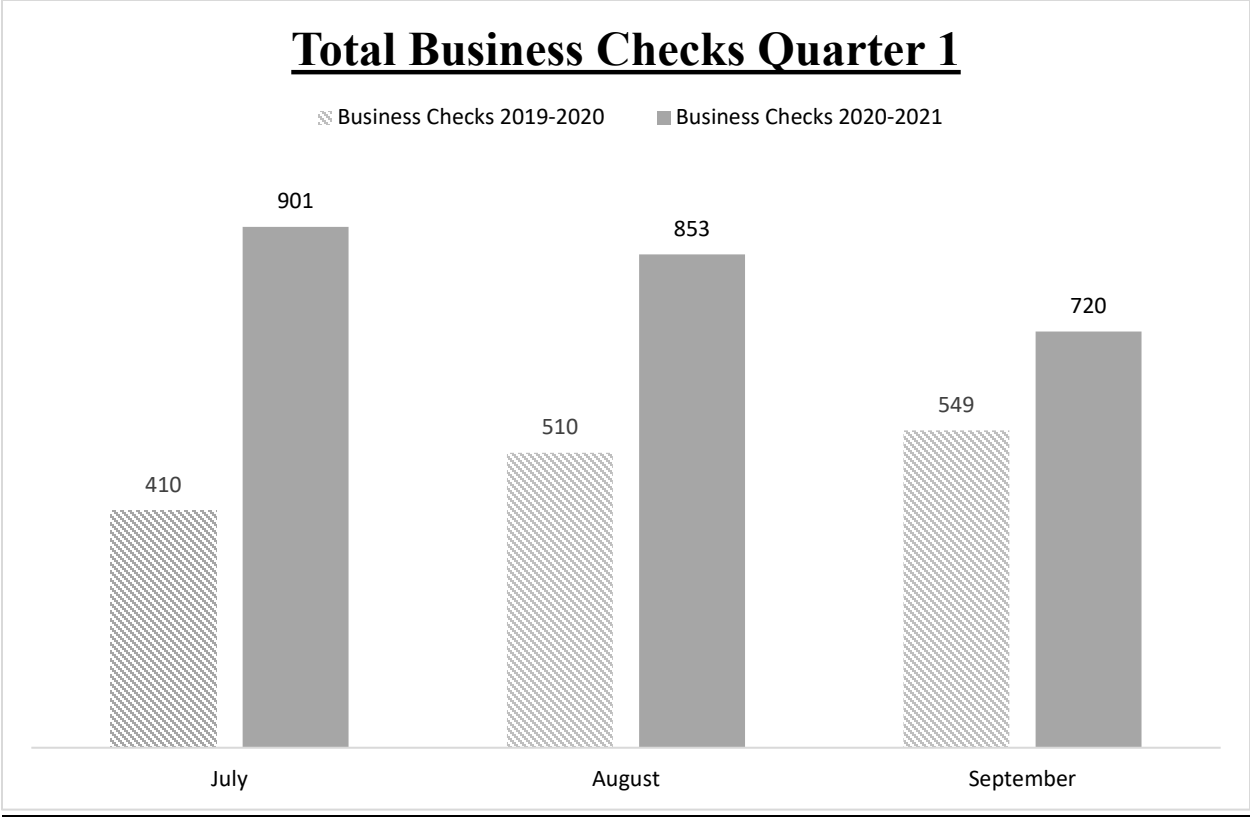
Total Out-of-Town Calls for Service Quarter 1



Total Out-of-Town Calls for Service Quarter 2



Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)



Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)

November Vehicle Maintenance and Fuel Costs

Vehicle Number	Ending Milage	Fuel Costs	Maintenance Costs	Maintenance Work
1	86,851	\$258.57	\$195.35	Battery Change
2	50,860	\$200.60	\$0	None
3	33,337	\$137.89	\$141.75	Window Actuator Replacement
4	55,753	\$148.01	\$0	None
5	61,159	\$110.45	\$698.61	Coils and Plugs
6	76,346	\$85.48	\$557.08	Coil and Plugs
7	77,550	\$36.49	\$73.47	Oil Change
Totals		\$977.49	\$1,666.26	

November West End Speed Sign

Total # of Vehicles	Lowest Speed	Highest Speed	Average Speed	25th Percentile	50th Percentile	85th Percentile
21671	15	75	26	23	26	31

(10/3-10/7, 11/17)

November East End Speed Sign

Total # of Vehicles	Lowest Speed	Highest Speed	Average Speed	25th Percentile	50th Percentile	85th Percentile
169270	15	75	26	22	27	31

Attachment: Monthly Council Report November 20 PD (4790 : Police Chief Report)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Roberto Gonzalez
Town Treasurer

TREASURER'S REPORT
TOWN COUNCIL REGULAR MEETING
December 07, 2020

Highlights:

- The financials attached actuals as of November 30, 2020.
- Continue to work on collecting real estate taxes as they are due December 5th 2020
- Assist in verifying Businesses license status for CARES Act grants
- Continue to answer any questions Auditors may have concerning audit
- Discussed with Auditor about a presentation of our audit report this year, he will be making a small presentation once it is complete.

Town of Haymarket
Statement of Net Position
As of November 30, 2020

	Nov 30, 20
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash & Cash Equivalents	2,047,000.11
11010 · Virginia Investment Pool	330,049.42
Total Checking/Savings	2,377,049.53
Accounts Receivable	
12000 · Accounts Receivable	422,482.34
12010 · A/R Permits	-4,195.67
12020 · Delinquent Real Estate	2,761.44
12021 · Taxes Receivable - RE 2016	1,244.45
Total Accounts Receivable	422,292.56
Other Current Assets	
11499 · Undeposited Funds	57,133.17
12040 · Due from Federal Government	-6,683.50
12099 · Allowance for Doubtful Accounts	-103,775.64
Total Other Current Assets	-53,325.97
Total Current Assets	2,746,016.12
Fixed Assets	
12500 · General Property	4,609,531.99
12600 · Rental Property	1,413,944.03
Total Fixed Assets	6,023,476.02
Other Assets	
19110 · Deferred Outflows - OPI	22,561.00
19000 · Net Pension Asset	38,900.00
19100 · Deferred Outflow - Pension Cont	56,468.00
19200 · Deferred Outflow - GLI OPEB	5,118.00
Total Other Assets	123,047.00
TOTAL ASSETS	8,892,539.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	238,688.44
Total Accounts Payable	238,688.44
Credit Cards	
20041 · ToH Credit Card - SONA 0269	3,008.30
20042 · PD Credit Card - SONA 0277	-6,080.87
Total Credit Cards	-3,072.57
Other Current Liabilities	
20096 · Deferred Revenue - Other	10,000.00
20500 · Sales Tax Payable	65.60
21000 · Payroll Liabilities	3,678.83
22000 · Security Deposits	11,138.42
22010 · Escrow Deposits	61,517.50
Total Other Current Liabilities	86,400.35
Total Current Liabilities	322,016.22

Attachment: Treasurer Report and Financials for 12.07.2020 (4791 : Town Treasurer Report)

Town of Haymarket
Statement of Net Position
As of November 30, 2020

	Nov 30, 20
Long Term Liabilities	
20080 · Accrued Interest Payable	7,885.75
23000 · Accrued Leave	29,760.60
25000 · General Obligation Bonds	754,300.00
25010 · Captial Leases Payable	61,658.95
29100 · Deferred Inflow - Pension Msmnt	89,749.00
29500 · Net OPEB Liability	45,000.00
29600 · Deferred Inflow - OPEB	8,000.00
	996,354.30
Total Long Term Liabilities	
Total Liabilities	1,318,370.52
Equity	
34110 · Net OPEB Activity Offset	-47,882.00
34000 · Net Pension Activity Offset	28,180.00
30000 · Unrestricted Net Assets	1,998,756.38
31000 · Restricted Net Assets	6,000.00
32000 · Investment in Capital Assets	6,024,743.22
33000 · Amt Long Term Obligations	-854,872.50
Net Income	419,243.52
	7,574,168.62
Total Equity	
TOTAL LIABILITIES & EQUITY	8,892,539.14

Attachment: Treasurer Report and Financials for 12.07.2020 (4791 : Town Treasurer Report)

	Actuals	Budget	% of Budget	Comments
3110 · GENERAL PROPERTY TAXES				
3110-01 · Real Estate - Current	368,559.64	375,326.00	98.2%	Due on December 5th 2020
3110-02 · Public Service Corp RE Tax	13,835.01	13,209.00	104.7%	Due on December 5th 2020
3110-03 · Interest - All Property Taxes	26.07			
3110-04 · Penalties - All Property Taxes	0.00	1,000.00	0.0%	
Total 3110 · GENERAL PROPERTY TAXES	382,420.72	389,535.00	98.2%	
3120 · OTHER LOCAL TAXES				
				Tax will be collected around early to mid May 2021
3120-01 · Bank Stock Tax	0.00	20,000.00	0.0%	
3120-02 · Business License Tax	6,214.77	154,376.00	4.0%	Tax is not due to April 30, 2021
3120-03 · Cigarette Tax	62,522.76	134,000.00	46.7%	Collections up to November 30, 2020
3120-04 · Consumer Utility Tax	49,886.01	158,000.00	31.6%	Collections up to October 31, 2020
3120-05 · Meals Tax - Current	288,756.27	743,876.00	38.8%	Collected meals tax up to October 31, 2020 (at 4 months we should be at 33.3%)
				Revenue collected up to the month of August 2020, this is a delayed tax collected by he County
3120-06 · Sales Tax Receipts	24,614.29	129,376.00	19.0%	
3120-07 · Penalties (Non-Property)	2,738.29			
3120-08 · Interest (Non-Property)	34.69			
Total 3120 · OTHER LOCAL TAXES	434,767.08	1,339,628.00	32.5%	
3130 · PERMITS,FEES & LICENESES				
3130-01 · Application Fees	625.00	4,500.00	13.9%	
3130-02 · Inspection Fees	0.00	15,000.00	0.0%	
3130-03 · Motor Vehicle Licenses	466.50	1,900.00	24.6%	
3130-05 · Other Planning & Permits	4,134.30	25,000.00	16.5%	
3130-06 · Pass Through Fees	5,508.60			Pass through revenue
Total 3130 · PERMITS,FEES & LICENESES	10,734.40	46,400.00	23.1%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	16,251.31	50,000.00	32.5%	Collection up to October 31, 2020
Total 3140 · FINES & FORFEITURES	16,251.31	50,000.00	32.5%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/VML Investment	539.70	10,000.00	5.4%	
3150-03 · Interest on Bank Deposits	1,614.55	10,000.00	16.1%	
Total 3150 · REVENUE - USE OF MONEY	2,154.25	20,000.00	10.8%	
3151 · RENTAL (USE OF PROPERTY)				
3151-01 · Suite 200 Stronger Fitness LLC	828.33	828.00	100.0%	Leased was not renewed
3151-02 · 15026 Suite 210 Body Mind	2,798.51	6,792.50	41.2%	
3151-04 · Suite 210 LF Security	4,422.14	10,433.00	42.4%	
3151-06 · Suite 204 MAC-ISA	2,800.00	6,720.00	41.7%	
3151-07 · Haymarket Church Suite 206	13,987.40	33,570.00	41.7%	
				1st Two months of abatement per renewed lease; 10 yr lease with 2% annual escalation
3151-08 · 15020 Washington Realty	9,881.25	32,937.50	30.0%	
3151-09 · 15026 Copper Cricket	8,946.00	20,851.00	42.9%	
3151-11 · Cupcake Heaven and Cafe LLC	16,237.78	32,797.00	49.5%	
3151-12 · Haymarket Coffee Company LLC	1,100.00			new tenant
Total 3151 · RENTAL (USE OF PROPERTY)	61,001.41	144,929.00	42.1%	
3160 · CHARGES FOR SERVICES				
FOIA Receipts	23.00			
3160-01 · Public Safety				
3160-03 · VDOT Detail	2,700.00	2,565.00	105.3%	
3160-05 · Laney Detail	65,650.00	71,650.00	91.6%	
Total 3160-01 · Public Safety	68,350.00	74,215.00	92.1%	
Total 3160 · CHARGES FOR SERVICES	68,373.00	74,215.00	92.1%	
3165 · REVENUE - TOWN EVENTS				
3165-01 · Revenue - Town Events	19,958.57	20,000.00	99.8%	
3165-02 · Farmer's Market	150.00	0.00	100.0%	
Total 3165 · REVENUE - TOWN EVENTS	20,108.57	20,000.00	100.5%	
3180 · MISCELLANEOUS				
3180-00 · Convenience Fee	9.63	0.00	100.0%	
3180-01 · Citations & Accident Reports	0.00	0.00	0.0%	
3180-04 · Reimbursement from Insurance	4,782.74	4,783.00	100.0%	Reimbursement for damaged Light pole

Total 3180 · MISCELLANEOUS	4,792.37	4,783.00	100.2%	
3200 · REVENUE FROM COMMONWEALTH				
3200-02 · 599 Law Enforcement Grant	7,887.00	31,548.00	25.0%	1 of 4 grant payments to the Town
3200-04 · Car Rental Reimbursement	87.22	0.00	100.0%	
3200-05 · Communications Tax	24,181.36	117,000.00	20.7%	Collections up to August 31, 2020
3200-06 · Department of Fire Programs	10,000.00	0.00	100.0%	Additonal revenue funds not budgeted
3200-11 · Personal Property Tax Reimburse	18,626.97	18,627.00	100.0%	
3200-12 · Railroad Rolling Stock	1,300.21	1,500.00	86.7%	
3200-14 · Pedestrian Improvement Grant	43,090.34	68,945.00	62.5%	
Total 3200 · REVENUE FROM COMMONWEALTH	105,173.10	237,620.00	44.3%	
3300 · REVENUE FROM FEDERAL GOVERNMENT				
3300-01 · DMV Transp Safety Grant	1,514.52	14,000.00	10.8%	
Total 3300 · REVENUE FROM FEDERAL GOVERNMENT	1,514.52	14,000.00	10.8%	
Reserve Funds For CIP	0.00	0.00	0.0%	
Carry-Over Surplus	0.00	139,555.00	0.0%	
	1,107,290.73	2,480,665.00	44.6%	
Gross Profit	1,107,290.73	2,480,665.00	44.6%	Revenues should be around 41.6% at the 5 month mark, as you can see the Town has surpassed the bench mark.
01 · ADMINISTRATION				
11100 · TOWN COUNCIL				
111001 · Convention & Education	0.00	2,500.00	0.0%	
111002 · FICA/Medicare	658.29	2,000.00	32.9%	
111003 · Meals and Lodging	0.00	1,000.00	0.0%	
111004 · Mileage Allowance	0.00	250.00	0.0%	
111005 · Salaries & Wages - Regular	8,675.00	26,000.00	33.4%	
Total 11100 · TOWN COUNCIL	9,333.29	31,750.00	29.4%	
12110 · TOWN ADMINISTRATION				
1211001 · Salaries/Wages-Regular	109,686.19	290,000.00	37.8%	
1211003 · Salaries/Wages - Part Time	2,556.00	25,000.00	10.2%	
1211004 · FICA/Medicare	9,267.87	28,197.00	32.9%	
1211005 · VRS	13,902.57	35,070.00	39.6%	
1211006 · Health Insurance	13,368.63	49,195.00	27.2%	
1211007 · Life Insurance	1,619.20	3,852.00	42.0%	
1211008 · Disability Insurance	868.05	2,631.00	33.0%	
1211009 · Unemployment Insurance	717.30	2,800.00	25.6%	
1211010 · Worker's Compensation	256.00	400.00	64.0%	
1211011 · Gen Property/Liability Ins.	14,123.00	15,000.00	94.2%	Front loaded cost to Town
1211012 · Accounting Services	363.70	8,000.00	4.5%	
1211014 · Printing & Binding	3,269.80	10,000.00	32.7%	
1211015 · Advertising	1,965.22	12,000.00	16.4%	
1211016 · Computer, Internet &Website Svc	4,180.54	23,650.00	17.7%	
1211017 · Postage	2,044.67	4,000.00	51.1%	Update: News letters and Real Estate tax Invoices were mailed out
1211018 · Telecommunications	2,245.80	7,500.00	29.9%	
1211019 · Mileage Allowance	0.00	1,000.00	0.0%	
1211020 · Meals & Lodging	112.98	3,000.00	3.8%	
1211021 · Convention & Education	1,590.00	6,000.00	26.5%	
1211022 · Miscellaneous	0.00	1,000.00	0.0%	
1211024 · Books, Dues & Subscriptions	4,981.19	16,000.00	31.1%	
1211025 · Office Supplies	1,132.50	6,500.00	17.4%	
1211026 · Equipment Rental	1,697.85	4,075.00	41.7%	
1211030 · Capital Outlay-Machinery/Equip	1,637.50	10,000.00	16.4%	
Total 12110 · TOWN ADMINISTRATION	191,586.56	564,870.00	33.9%	
12210 · LEGAL SERVICES				
1221001 · Legal Services	16,417.70	70,000.00	23.5%	
1221002 · Legal - Pass Through Fees	1,268.60			
Total 12210 · LEGAL SERVICES	17,686.30	70,000.00	25.3%	Legal invoiced for Services up to September 30, 2020
12240 · INDEPENDENT AUDITOR				
1224001 · Auditing Services	0.00	16,000.00	0.0%	
Total 12240 · INDEPENDENT AUDITOR	0.00	16,000.00	0.0%	
Total 01 · ADMINISTRATION	218,606.15	682,620.00	32.0%	

03 · PUBLIC SAFETY

31100 · POLICE DEPARTMENT

3110001 · Salaries & Wages - Regular	151,812.74	419,405.00	36.2%	
3110003 · Salaries & Wages - OT Premium	3,749.07	20,000.00	18.7%	
3110004 · Salaries & Wages - Holiday Pay	4,304.85	14,000.00	30.7%	
3110005 · Salaries & Wages - Part Time	10,142.14	16,000.00	63.4%	
3110006 · Salaries & Wages - VDOT	2,430.00	2,365.00	102.7%	
3110007 · Salary & Wages - DMV Grant	3,935.69	13,300.00	29.6%	
3110008 · Salaries & Wages - Laney Detail	52,570.71	64,485.00	81.5%	
3110020 · FICA/MEDICARE	16,277.11	41,591.00	39.1%	
3110021 · VRS	18,294.16	45,816.00	39.9%	
3110022 · Health Insurance	22,384.26	56,057.00	39.9%	
3110023 · Life Insurance	2,271.26	5,652.00	40.2%	
3110024 · Disability Insurance	851.66	2,000.00	42.6%	
3110025 · Unemployment Insurance	138.55	3,000.00	4.6%	
3110026 · Workers' Compensation Insurance	15,605.00	16,450.00	94.9%	Front loaded cost to Town
3110027 · Line of Duty Act Insurance	4,969.00	5,000.00	99.4%	Front loaded cost to Town
3110028 · Legal Services	8,660.40	24,000.00	36.1%	
3110032 · Computer, Internet & Website	996.22	11,000.00	9.1%	
3110033 · Postage	57.40	500.00	11.5%	
3110034 · Telecommunications	3,510.05	10,000.00	35.1%	
3110035 · General Prop Ins (Vehicles)	3,609.00	3,800.00	95.0%	Front loaded cost to Town
3110038 · Convention & Edu. (Training)	562.12	5,000.00	11.2%	
3110040 · Annual Dues & Subscriptions	7,672.33	13,000.00	59.0%	Front loaded cost to Town
3110041 · Office Supplies	1,536.91	5,000.00	30.7%	
3110042 · Vehicle Fuels	5,487.05	16,000.00	34.3%	
3110043 · Vehicle Maintenance/Supplies	4,266.86	11,000.00	38.8%	
3110045 · Uniforms & Police Supplies	3,312.07	20,000.00	16.6%	
3110056 · Captial Outlay-Machinery/Equip	15,796.19	31,592.00	50.0%	Front loaded cost to Town
Total 31100 · POLICE DEPARTMENT	365,202.80	876,013.00	41.7%	

34100 · BUILDING OFFICIAL

3410001 · Erosion & Sedimentation Ins.	0.00	15,000.00	0.0%
Total 34100 · BUILDING OFFICIAL	0.00	15,000.00	0.0%

Total 03 · PUBLIC SAFETY

365,202.80	891,013.00	41.0%
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04 · PUBLIC WORKS

4110002 · Street Beautification - HF	0.00	2,213.00	0.0%
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43200 · REFUSE COLLECTION

4320001 · Trash Removal Contract	28,661.54	86,625.00	33.1%	Expenses up to November 30, 2020
Total 43200 · REFUSE COLLECTION	28,661.54	86,625.00	33.1%	

43100 · MAINT OF 15000 Wash St./Grounds

4310001 · Repairs/Maintenance Services	18,479.90	119,783.00	15.4%
4310002 · Maint Svc Contract-Pest Control	465.00	3,000.00	15.5%
4310003 · Maint Svc Contract-Landscaping	11,612.42	35,000.00	33.2%
4310004 · Maint Svc Contract Snow Removal	0.00	7,000.00	0.0%
4310005 · Maint Svc Cont- Street Cleaning	1,800.00	6,500.00	27.7%
4310007 · Electric/Gas Services	4,926.59	16,500.00	29.9%
4310008 · Electrical Services-Streetlight	1,672.71	5,500.00	30.4%
4310009 · Water & Sewer Services	809.80	3,000.00	27.0%
4310010 · Janitorial Supplies	10.27	2,000.00	0.5%
4310011 · Real Estate Taxes	1,255.75	2,500.00	50.2%
Total 43100 · MAINT OF 15000 Wash St./Grounds	41,032.44	200,783.00	20.4%

Total 04 · PUBLIC WORKS

69,693.98	289,621.00	24.1%
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07 · PARKS, REC & CULTURAL

70000 · HAYMARKET COMMUNITY PARK

7000001 · Grounds Maintenance/Repairs	396.06	20,000.00	2.0%
Total 70000 · HAYMARKET COMMUNITY PARK	396.06	20,000.00	2.0%

71110 · EVENTS

7111003 · Contractural Services	588.12	10,000.00	5.9%	
71110 · EVENTS - Other	5,433.88	10,000.00	54.3%	Holiday Ornaments cost to the Town
Total 71110 · EVENTS	6,022.00	20,000.00	30.1%	

72200 · MUSEUM

7220009 · Advertising	0.00	750.00	0.0%
7220012 · Telecommunications	532.32	2,200.00	24.2%

7200015 · Books, Dues & Subscriptions	0.00	250.00	0.0%	
7200016 · Office Supplies	0.00	250.00	0.0%	
7220018 · Exhibits & Programs	566.32	1,700.00	33.3%	Civil War Trails Plaque
Total 72200 · MUSEUM	1,098.64	5,150.00	21.3%	
Total 07 · PARKS, REC & CULTURAL	7,516.70	45,150.00	16.6%	
08 · COMMUNITY DEVELOPMENT				
81100 · PLANNING COMMISSION				
8110001 · Salaries & Wages - Regular	1,065.00	5,670.00	18.8%	
8110002 · FICA/Medicare	86.83	500.00	17.4%	
8110003 · Consultants - Engineer	5,149.70	30,000.00	17.2%	
8110004 · Consultants - Comp Plan	0.00	15,000.00	0.0%	
8110005 · Mileage Allowance	0.00	250.00	0.0%	
8110006 · Meals & Lodging	0.00	700.00	0.0%	
8110007 · Convention/Education	216.40	1,500.00	14.4%	
8110009 · Engineer - Pass Through	4,240.00	0.00	100.0%	Costs that are paid by the developer/contractor
Total 81100 · PLANNING COMMISSION	10,757.93	53,620.00	20.1%	
81110 · ARCHITECTURAL REVIEW BOARD				
8111001 · Salaries & Wages - Regular	825.00	5,830.00	14.2%	
8111002 · FICA/Medicare	63.11	850.00	7.4%	
8111005 · Convention & Education	0.00	2,000.00	0.0%	
Total 81110 · ARCHITECTURAL REVIEW BOARD	888.11	8,680.00	10.2%	
81111 · Board Of Zoning Appeals				
8111101 · Convention & Education	0.00	500.00	0.0%	
8111102 · FICA / Medicare	0.00	98.00	0.0%	
8111103 · Salaries & Wages - Regular	0.00	1,325.00	0.0%	
Total 81111 · Board Of Zoning Appeals	0.00	1,923.00	0.0%	
Total 08 · COMMUNITY DEVELOPMENT	11,646.04	64,223.00	18.1%	
09 · NON-DEPARTMENTAL				
95100 · DEBT SERVICE				
9510002 · General Obligation Bond - Prin	158,300.00	166,144.00	95.3%	Front loaded cost to Town
9510003 · General Obligation Bond - Int	9,098.45	16,500.00	55.1%	Front loaded cost to Town
Total 95100 · DEBT SERVICE	167,398.45	182,644.00	91.7%	
Total 09 · NON-DEPARTMENTAL	167,398.45	182,644.00	91.7%	
94103 · PEDESTRIAN IMPROVEMENT PROJECT	46,223.01	229,500.00	20.1%	
94105 · PERSONNEL				
EMPLOYEE BENEFITS				
6560 · Payroll Processing Fees	0.01			
Total EMPLOYEE BENEFITS	0.01			
Total 94105 · PERSONNEL	0.01			
94107 · BLIGHT MITIGATION				
9410701 · Building Official/Engr.	0.00	40,000.00	0.0%	
94107 · BLIGHT MITIGATION - Other	171.24			for Public Notice
Total 94107 · BLIGHT MITIGATION	171.24	40,000.00	0.4%	
94108 · Capital Improvment Funds Expens	0.00	55,894.00	0.0%	
Total Expense	886,458.38	2,480,665.00	35.7%	
Net Ordinary Income	220,832.35	0.00	100.0%	Net Income of Operational Budget; currently the Town is working within the adopted budget appropriations
Other Income/Expense				
Other Income				
50000 · CARES Act Funds	295,452.00	295,452.00	100.0%	2nd Cares Act funds have been received by Town from the County
Total Other Income	295,452.00	295,452.00	100.0%	
Other Expense				
97000 · CARES Act Expenses	97,330.67	295,452.00	32.9%	Cares act expenses
Total Other Expense	97,330.67	295,452.00	32.9%	
Net Other Income	198,121.33	0.00	100.0%	Net income of CARES Act funds
Net Income	418,953.68	0.00	100.0%	Total net income/loss of both Operational Budget and CARES Act budget combined

Attachment: Treasurer Report and Financials for 12.07.2020 (4791 : Town Treasurer Report)

Town Planner Task List November 2020

Task	Street Name/Project Name	Assigned To:	Date Task Started:	Action Needed By:	Anticipated End Date:	Actual End Date:	Comments:
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Architectural Review Board

Townhouse Master Design Plan	Van Metre -- Robinson Village, Washington Street	Emily	Oct-20	Approval by ARB following modifications to the application	12/16/2020		Van Metre attended the November Architectural Review Board Meeting to discuss their Master Design Plan for the Robinson Village Property. The ARB asked several questions regarding the various color schemes and design layout. The applicant will be working on providing several additional missing items for the ARB meeting in December. Items include; outdoor light detailing, fence detailing for community, details on the play structure, mailbox details. (Council Liaison Marchant Schneider recused himself for this application as he stepped off duty, he stated that the applicant has pending applications in Loudoun County, where he is employed, and thus felt it was best to step out of room, so as not to have any bias or concern, please watch video for full statement from Marchant)
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Aldi Sign	Shoppes of Haymarket Shopping Center, 15250 Washington Street	Emily	Sep-20	Approval by ARB following modifications to the application	1/1/2021		Aldi has submitted an application to the Town for new façade work and a sign at their new location in Town (former Food Lion store, Aldi will occupy half of the structure). The ARB discussed with the applicant their concerns regarding the removal of the windows, the additional windows under the awning, the size of the sign, the EFIS material and the lettering of the sign. The applicant discussed with the Board the options and will return in December to present the updated options.
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Baker Residence, Front Porch Façade Update	6896 Jockey Club Lane	Emily	Nov-20	Complete	11/18/2020		Applicant applied for a COA to update the façade materials on his front porch. The new material is stonework to match the other detailing on his front porch from a previous COA. The Greenhill Crossing HOA approved the application, as well as the ARB.
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St Paul's Church Doors	Fayette Street	Emily	Nov-20	Complete	11/18/2020		St Paul's Church presented the ARB with a COA for new doors at the church. The Board discussed the necessity for updating the doors (weather and safety concerns). Following a discussion of the application the Board approved the replacement.
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Gateway Signs	Town Planner will bring the previously approved designs (ARB Approved) to the new Board for a discussion and plan for the next steps						
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"LOVE" Sign	Town Planner will work with the ARB to develop a plan/program for a Virginia LOVE sign to be installed in Town						
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ARB Bylaws and Historic Guideline Updates	The Architectural Review Board has approved their By-Laws at the June 2020 meeting. Staff will work with the new ARB Liaison and the Town Council to determine the next steps for the By-Laws and to start the Guideline updates						
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Board of Zoning Appeals

No Activity for November 2020

Planning Commission

SUP#2019-001	6604 & 6608 Jefferson Street. Mixed Use Development	Emily/Katie	3/1/2019		Unknown		No update at this time regarding the Williams Holding Property or Site Plan
Morais Wine Tasting room	14871 Washington Street	Emily/Katie	2/1/2019	PC Approval	May-19		Applicant has submitted the As-Builts for review by the Engineer and Planner. Awaiting response comment from the Applicant. Applicant was emailed again to request the trees in the back of the property be replaced asap.

Attachment: Town Planner Report November 2020 (4792 : Town Planner Report)

Crossroads Village Center	15150 Washington Street	Emily/Katie	Fall 2017		Sep-18	May-19	Don Wooden presented at the Planning Commission meeting a new concept for the northwestern most corner of the property. The proposed concept would include 78 new residential units in the form of two-over-two models. Mr. Wooden also updated the Commission on the entirety of the plan and the next step forward.
Van Metre - SUP, Townhouses	14850 and 14860 Washington St	Emily/Katie					Applicant has submitted their site plan. Engineer and Planner provided comments to the applicant. Applicant has received approval pending the outside agency approvals. Karter School has submitted their site plan as well for the school parcel. The KS site plan is currently under review.
QBE Application	14600 Washington St	Emily/Katie					Proffer Amendment was recommended for denial to the Town Council. The Town Council will hold a public hearing for the Proffer Amendment at November's Meeting. The Special Use Permit application was deferred until the December Meeting.
Zoning Text Amendment	Working with the Planning Commission Liaison to review the Zoning Ordinance and draft a Zoning Text Amendment. Planning Commissioners are to submit comments and draft changes to the Town Planner one week prior to the December Meeting. A work session will be held at the December meeting to discuss the draft.						
Comprehensive Plan	Staff will work on a Comprehensive Plan draft to submit to the Planning Commission later in 2020, following the Zoning Text Amendment.						
Prince William County (1 Mile Review)							
The Town received two one mile review cases. #1. Utterback Rezoning, to allow up to 240 Residential Single Family detached units, rezone 81.6 acres from A-1 to PMR, Planned Mixed Residential. Property located off of Lightner Road across from Mountain View Elementary. Planning Commission needs to complete review and forward comments to the County for the Utterback Property and the Data Center Projects.							
Staff							
Zoning Determination	The Bean's applied for a Zoning Determination on 6712 B Jefferson Street. Worked with Town Attorney to respond and provide a Zoning Determination.						
Pardo House, 14881 Washington St	Staff has advertised the property per the blight ordinance in the local paper. UPDATE: Owner needs financial assist for the upkeep of the structure and does not plan to make any additional repairs at this time						
Checklist & Forms	Staff working on updating the forms and checklists in tandem with the Zoning Text Amendment discussion						
Newsletter	Next Newsletter will be mailed out in January						
Museum	Working with Vice Mayor and the Town Manager to discuss the Museum plan and logistics for Fall 2020. Will present Council with updates from the work session discussion.						
Ornament	Ornaments have been delivered and are actively for sale.						
New/Old Business Updates							
Parrando's	15125 Washington St.	A New Business has started the process to pull building permits to do a tenant fit-out in the Bloom Building, previous Cupcake Heaven space. The applicant has started the JOE Program with the County					
Zoning Violations and Property Maintenance Cases							
Property Maintenance Code Concern	Following an analysis of properties in Town, several concerns will be sent to the County Inspector for Property Maintenance Code issues. UPDATE: awaiting County Response						

Attachment: Town Planner Report November 2020 (4792 : Town Planner Report)

Task	Assigned To	Date Task Started	Last worked on	Action Needed By	Actual End Date	Comments
Active Projects						
Pedestrian Improvements Project	Katie	7/14/2014	11/30/2020	Contractor		-Construction complete. Punchlist walk with VDOT scheduled 12/2 -Coordinating CEI services change order requested by RDA -Remaining work includes punchlist walk and wrap up paperwork
Robinson Village	Katie/Emily	8/13/2020	11/24/2020	Katie/Applicant		-Coordinating resolution to 2nd submission comments for plan approval
Haymarket Hotel Venture, LLC Preliminary Site Plan	Katie/Emily	9/6/2019	11/17/2020	Applicant		-DEQ E&S inspection 11/17 -Town E&S inspections ongoing
McDonalds	Katie/Emily	2/12/2019	11/10/2020	Katie		-PC conditionally approved plan 4/22/19 -Plan resubmitted for review 11/10
Karter School	Katie/Emily	8/20/2020	9/25/2020	Katie		-Site plan 2nd submission expected

Attachment: 2020-11 Nov Engineer's Reports_KMM (4793 : Town Engineer Report)

Task	Assigned To	Date Task Started	Last worked on	Action Needed By	Actual End Date	Comments
Active Projects						
Morais - Aroma II	Katie/Emily	1/15/2019	9/25/2020	Applicant		-Plan approved 10/11/19. -Construction completed -Site inspection 5/22/20. -As built submitted for review 7/9/20. -As built comments provided 7/28. Comment review call ~9/28
6675 Fayette Street	Katie/Emily	6/6/2018	7/8/2020	Applicant		-Bond release pending grass meeting required growth
Low Activity Projects						
Crossroads Village	Katie/Emily	10/18/2018	4/10/2019	Applicant		-Final approval signatures 11/21/19 -Bonds to be posted
Zupan Property Preliminary Site Plan	Katie/Emily	2/25/2020	3/4/2020	Applicant		-Engineering review comments provided 3/4/20
Jefferson/Fayette Street Site Plan	Katie/Emily	10/5/2018	5/14/2019	Applicant		-PC approved plans 1/19 contingent on staff approval of plans -Staff provided additional comments on second submission 4/10/19 -Applicant researching drainage info for VDOT approval

Attachment: 2020-11 Nov Engineer's Reports_KMM (4793 : Town Engineer Report)

Task	Assigned To	Date Task Started	Last worked on	Action Needed By	Actual End Date	Comments
Low Activity Projects						
Haymarket Town Center Final Site Plan	Katie/Emily	9/8/2016	2/13/2019	RDA		-RDA provided copies of outside agency comments. -RDA to schedule meeting with VDOT and coordinate addressing comments withoutside agencies for resubmission to Town -Meter info to be provided